

## **Attachment G to Commercial Terms of Service (Enterprise)**

### **WIDE AREA NETWORK ("WAN") SERVICES** **Ethernet, Cloud Connect and Wavelengths**

**1. Ethernet Service.** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer endpoints under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third-party service providers.

**2. Cloud Connect Service.** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

**3. Wavelengths Service.** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed, optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum's dense fiber network. Connectivity is established between two Customer endpoints in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Wavelengths are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third-party service providers.

**Data Center Cross Connect.** A "Cross Connect" shall mean a connection between two networks within a data center. If Spectrum needs to connect its Network to Customer's network within a data center or to a third-party's network within a data center to deliver Spectrum Ethernet Service to Customer, then a Cross Connect will be required where an external network-to-network interface (ENNI) connection is not used/unavailable. In such case, Customer may obtain the Cross Connect from the data center operator to make the connection to Spectrum's Network or Customer can request that Spectrum purchase and coordinate installation of the Cross Connect, and if Spectrum agrees, Customer must execute a Service Order reflecting the applicable MRC and any OTC.

**4. Additional terms of use.** Customer's use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

**(a)** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

**(b)** Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, at Supplier's request Customer will recertify that this condition remains in effect.

If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs imposed on Spectrum by the Federal Communications Commission or the state regulatory agency in charge of telecommunications services.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third-party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.