OmFiber Terms and Conditions

Om Networks operates as an Internet Service Provider (ISP) and as such owns, operates and maintains related software, hardware, and other materials, which allow individuals, groups, companies, corporations, and others to access the Internet. Om Networks operates these services for the purpose of profit by charging a fee to subscribers. Fees are determined based upon the level of service desired by the subscriber.

This OmFiber Internet Access Terms of Service ("Contract") is entered into by and between the End User customer ("End User") and Om Networks Inc., dba Om Networks ("Om Networks,") and sets forth the terms and conditions for the OmFiber product line offered by Om Networks. As part of service initiation and ordering, and by the opt-in check box selected at initial order processing, or receiving the OmFiber Internet Service, the End User accepts and abides by this Contract, as well as other policy documents available at https://www.omsoft.com which include our Acceptable Use Policy, Billing Policy, Privacy Policy, Network Practices policy, and any other materials specifically referenced in this Contract.

OMFIBER INTERNET ACCESS PRODUCT

OmFiber is an Internet access product provided by Om Networks through buried fiber optic cable directly to the residence or business.

OmFiber provides unrestricted net neutral usage, no monthly data caps, 5 free email boxes, symmetric bandwidth, free on site tech support for Internet Access, and privacy (no injected ads, no resale of browsing history.) End User will enjoy full and unfettered access to all the publicly available content on the Internet, governed by Om Networks' Transparency Disclosures found on the Network Practices Policy on its web site.

OMFIBER INTERNET INSTALLATION

Should an End User order the service, Om Networks staff will install this fiber optic cabling in conduit across End User landscaping, at a depth of 12-18 inches along a mutually agreed upon route with the End User. This takes the cabling from the handhole in the street to an outdoor enclosure affixed to the End User's structure. This enclosure and its components are the service "demarcation," or "demarc", and the buried cabling plant from the street to the building is the "drop". End User agrees to give Om Networks, its agents or contractors, periodic access to the demarcation upon request to troubleshoot, resolve and repair network issues.

End User agrees to take reasonable protections to protect buried fiber optic cable, i.e. the “drop”, and ensure that the cabling and enclosure, the demarc, remain in place on the structure, even if End User terminates fiber optic services with Om Networks. Should End User through any cause sever the drop, Om Networks staff will work with End User to restore service as soon as possible by replacing the drop wire at End User’s expense and in coordination with available resources.

Om Networks’ fiber cabling is buried and may cause some disturbance to the landscaping of End User’s property. Om Networks will work with the End User to locate and identify the optimal, problem free route for the drop cabling, Om Networks construction partner will perform full utility location and will use reasonable precaution in placing the drop conduit. Om Networks and its construction partner will attempt to restore the landscaping on the property to its previous condition. Should Om Networks or its Construction partner damage any underground utility infrastructure, during the installation of the OmFiber Telecommunications Cable System, Om Networks and its construction partner will make sufficient repair to restore the infrastructure to its original condition at no cost to the End User. End User releases, defends, and indemnifies Om Networks and its owners, subsidiaries, successors, officers, agents, assigns, and insurers from any and all indirect liability arising from the fiber optic plant presence on End User’s property.

As part of the standard installation of OmFiber, and covered as part of the infrastructure fee to deliver the fiber cable to the End User, Om Networks will extend the fiber optic cable from the demarc into the End User’s building where it will interface with a ONT (Optical Network Terminal) and the End User Internet equipment. This cabling, known as the “inside wiring“ or “IW“ will be no longer than 100 feet and Om Networks staff will use its sole discretion and judgment in regards to the materials used in regards to the securing, placement, penetration and termination of the IW into the interior, using industry standard practices and guidelines. Any additional cable runs from the End User Internet equipment are billable at End User’s expense at Om Networks’ standard hourly rate.

Om Networks will ensure on service activation date, at end of Standard Installation appointment, the End User’s home wireless router or gateway device is properly operating with OmFiber Internet access. All other networked devices, including but not limited to, PCs, printers, tablets, smart phones, laptops, video doorbells or other End

User network devices are End Users' responsibility to ensure connectivity to End User's home wireless router or gateway. Om Networks technician assistance is available to ensure and configure these devices to be online, but at End User's expense, and billable at Om Networks' standard rate.

End User acknowledges that Om Network's OmFiber Telecommunications infrastructure is a permanent addition and improvement to End User's property, owned and operated by Om Networks and that once it is installed, it cannot be removed, modified, or tampered with in any way without express written authorization by Om Networks, its Agents, Successors or Assigns.

OMFIBER INSTALLATION COMPLETION DATE

Om Networks is obligated to complete installation of the Om Network's Aggie Village OmFiber Telecommunications Cable System within 18 months of the 1st day of the month following 25 collected End User contracts. After this Agreement is signed, and during the installation process Om Networks will provide monthly updates as to the progress of the installation in the neighborhood. The OmFiber Telecommunications Cable system will be considered complete, after the End User residence is connected, the fiber is lit, and the End User is receiving Internet Access through the fiber optic cable. Although Om Networks plans to have this installed within 8-12 months of Agreement execution, unforeseen factors could delay installation progress. Should Om Networks and its construction partner not be able to complete installation of the Telecommunications Cable System within this time frame, End User can be released from this contract and Agreement, as requested and specifically stated by the End User in written form, and delivered via email or postal mail to the contract address in the **BILLING PRACTICES** section below.

INTERNET ACCESS FEES

The Access Fee for all End Users is the base monthly access fee paid by End User for use of the applicable Om Networks OmFiber Internet service at the amount of data transfer allowed each month without additional charge, excluding set-up fees, fees for additional services, such as On Site support services, IPTV service, and other types of add on options.

Such excluded fees will vary by the type of applicable service, and could consist of fees for telecommunications taxes, custom software configuration, extra and/or burst-able

bandwidth, add-on components, extra IP addresses, extra minutes of VoIP phone service calling, hourly support charges, electricity when an additional fee is charged for such an item, and managed services.

Early adopter customers of Om Networks OmFiber Internet Access also includes, up to 500 minutes per month of complimentary VoIP phone services. One time charges for porting an existing phone number to Om Networks VoIP ($19.95), as well as an analog telephone adapter ($50) to connect existing landline telephones will apply.

INFRASTRUCTURE FEES

Om Networks charges an installation fee to neighborhoods it develops fiber optic infrastructure within, at its market costs with no profit. Om Networks and End User acknowledge that having high quality telecommunications infrastructure is a game changing asset and capability for End Users' properties and neighborhood as a whole. The Om Networks OmFiber Fiber Optic telecommunications system brings direct and indirect economic benefits to any neighborhood where it is deployed, and is a decades long infrastructure asset that will be enjoyed by End User customers of Om Networks. There is a one-time installation fee to install the infrastructure throughout the neighborhood, which is known as the Infrastructure Fee.

This fee allows for complete, below grade, neighborhood lot coverage and deployment of Om Network's' OmFiber. This Fiber Optic cabling terminates back to the Aggie Village Fiber Node Main Distribution Frame, which is a secure and locked cabinet, which contains Fiber Optic Internet Cable Management, Network Hardware, and another high capacity Fiber Optic Cable which connects the Aggie Village Fiber Node to a Sacramento CA Data Center, where it connects out to the Internet. The OmFiber Telecommunications Cable System will be provisioned in the Active Ethernet Model of Fiber Optic Deployment, for maximum flexibility in Internet Architecture and Management. This provides a dedicated optical 1 Gbps port for every residence connected to the OmFiber network. Om Networks will ensure there is always enough capacity in the system to support the aggregate capacity sold to the users in the Aggie Village Neighborhood.

Nothing about the Infrastructure fee implies any ownership of, or any rights to, the Om Networks owned and operated OmFiber Telecommunications system by the End User. The infrastructure fee is $27.95 per month per residence, payable for 36 monthly payments. Om Networks and its construction company partner require at least 25

residences seeking outstanding Internet Access to begin the building out of homes in the neighborhood. Initial contract term for OmFiber Internet Access services will match the signed and authorized Infrastructure Fee contract term of 36 months, thereafter service is offered on a month-to-month basis.

End User acknowledges that Om Network's OmFiber Telecommunications Infrastructure is a permanent addition and improvement to End User's property, and that once it is installed, it cannot be removed, modified, or tampered with in any way without express written authorization by Om Networks, its Agents, Successors or Assigns. End User acknowledges and agrees to pay their parcels' share of the neighborhood Infrastructure Fee, in full over the initial contract term. If for any reason this charge goes in 90+ day arrears or End User declines to pay, Om Networks has the right to use any means at its disposal to collect this fee, including but not limited to, suspending Internet Access, Collections Services, Superior Court, Small Claims Court, and filing a Mechanic's Lien on the lot.

Upon completion of the Aggie Village neighborhood installation process, when the fiber network is lit and End Users have utilization of their Internet access, End User will pay Om Networks and be billed a monthly Internet Access Fee, as well as a Fiber Optic Infrastructure Fee. When the End User home's share of the Fiber Optic Infrastructure Fee is paid, it will be considered paid for that house permanently and will no longer be charged to any new owner.

After installation and activation, but before the end of the Initial Contract Term, should Om Networks OmFiber Telecommunications Cable System go offline, and become unusable for an End User for a period of longer than 30 days, due to circumstances beyond, or out of control of End User, or End User Premises, End User may withhold Monthly Infrastructure Fee payments for the duration of the outage. When use of Internet Access services has been restored, or the fault is shown not to be from Omsoft's OmFiber Telecommunications Cable System, End User must resume Infrastructure Fee payments, upon the agreed to schedule and rate until the 36 month term is completed. Fiber Optic infrastructure is a permanent benefit and enhancement to End User's property and capabilities. Once installed, it brings on average a 3-5% appreciation in value to the property and is buried telecommunications plant that will not be removed.

Om Networks will continue operating the network in a state of good repair and performance during the lifetime of its Internet Access Services to Aggie Village. Om

Networks will promptly address and maintain the system for any utility locations, or promptly repair damages to the OmFiber telecommunications system and equipment in the streets and in the Aggie Village OmFiber Network Closet.

SERVICE TERM

The initial Internet Access service term for OmFiber services will match the Infrastructure Fee payment term and be 36 months. After the initial term and Infrastructure Fee payment is complete, OmFiber internet access becomes a month to month noncontract type offering where service provision, invoicing and payment continues until notice provided by End User in the **BILLING PRACTICES** section.

SERVICE LEVEL AGREEMENT

OmFiber End User customer circuits are protected by Om Networks's OmFiber Service Level Agreement which dictates minimum performance characteristics of the OmFiber product and provides a mechanism for Internet Access outage credits to be applied should lapses to the Service Level Agreement occur. The full text of that Agreement is included as Addendum #1, and is incorporated herein by reference, to the Terms and Conditions, and is included at the end of this document.

ACCESS SPEEDS NO GUARANTEES

Internet connectivity capacity is subject to a variety of factors and will not be guaranteed. The factors include purchased service level, outside network conditions (e.g., route congestion, upstream ISP issues, the upstream and downstream speeds of the destination Server) or on premise conditions like WiFi (e.g., Wireless Spectrum Congestion, unlicensed interference, faulty hardware) or misconfigured network interfaces. Many things outside Om Network's control can affect Internet speeds, which will vary and are not guaranteed. The Internet capacity available on the purchased plan is hard queued on the End User Internet Access Port into which the End User's Fiber Connection will be configured in the OmFiber Telecommunication Infrastructure located at the OmFiber neighborhood node. ISP infrastructure, and this stated capacity are subject to approximately 2.5-5% overhead for Internet Packet Encapsulation. Purchased circuits are provisioned at the service level selected on the Service Activation Form and come with no minimum speed guarantees outside of testing points within the Om Network's network. All speed tests to assess connection rate should be done by computer directly connected with a network cable, (also known as hardwired) to the

provided Internet equipment, with no other devices connected and no other usage. For instance, an End User purchasing a 100 Mbps plan should see about 95 Mbps on a typical speed test site, such as http://www.fast.com. Gigabit level speeds can generally only be achieved with cat 6 network cabling, a Gigabit Ethernet adapter, and proper TCP window size configurations, for best possible performance. Om Networks recommends the use of Gigabit hardwired network cabling, or the 802.11ax 5Ghz WiFi band available through dual band WiFi routers. OmFiber does not have a monthly cap or limit on any bandwidth or downloads but reserves the right to change this policy at its sole discretion.

NO WARRANTIES

Outside of its Service Level Agreement Om Networks provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Om Networks is held harmless and is not liable in any direct, indirect, consequential, or any damages resulting from End Users use of or inability to use access to Internet access products sold by Om Networks to End User. OM NETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS OF LIABILITY

Nothing in this agreement limits Om Networks liability, if any, for its willful or intentional misconduct. If Om Network's negligence causes damage to person or property, it will be liable for no more than the amount of direct damages to the person or property. if Om Network's negligence causes damage of any other sort, it is liable for no more than the amount of its pro-rated monthly recurring charges for the services or products during the affected period. Any claims that are not the result of Om Networks willful or intentional misconduct, Om Networks is not liable for punitive, reliance, or special damages, and is not liable for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. These limitations apply even if the damages were foreseeable or were told they were possible, and they apply to any negligence claim that does not involve willful or intentional misconduct, no matter how that claim is styled or on what legal grounds) it is based. Om Networks will not be liable for any damages and will be liable only for the pro-rated amount of its Monthly Recurring Charges for the services during the affected period. If services are interrupted, or there is a problem with our services caused by an act or omission of another person or provider furnishing a portion of the services (i.e. directory listings, upstream provider,

VoIP provider, e911) Om Networks will not be held liable. This section will continue to apply after the agreement ends.

INDEMNIFICATION

The End User, or anyone acting on their behalf, hereby agrees to indemnify, defend, and hold Om Networks and its officers, directors, employees, agents, affiliates, predecessors, successors, and representatives harmless, from and against any and all claims, actions, causes of action, damages, costs, liabilities, expenses, attorney's fees and costs, court costs, expert witness fees, settlement fees, interest, penalties, and similar expenses incurred or suffered by Om Networks or its officers, directors, employees, agents, affiliates, predecessors, successors, or representatives, arising out of, pertaining to, or relating to any action or inaction taken, or not taken by the End User or anyone acting on its behalf, any representations, promises, or understandings, expressed or implied, of the fitness of Om Networks OmFiber Internet Service for a particular purpose by the End User or anyone acting on its behalf.

END USER ACKNOWLEDGMENTS

The OmFiber Internet Access Service is provided either as 'Consumer' or 'Business' and must be specified at the time of ordering. Business orders will need to provide the business name in addition to primary account holder. If you choose consumer services, the End User is representing that the Services provided to the End User under this Contract will primarily be personal/family use. Consumer Services are intended primarily for family use but may also accommodate after hours work from home type scenario. Primary teleworking and employment, for a home-based business office, or employment by a third party at a residence, for greater than 2 employees should request business service if that is the primary activity of the connection. If there is not a substantial or regular use for business by 2 or more people of the Services, then a Consumer account with an occasional or informal business usage shall not constitute a 'Business Service'. If at any time it is determined by Om Networks that the End User is using the consumer services as "Business services," the End User is responsible for any additional charges and fees applicable to those Business Services, up to and including any early termination or new equipment charge that may apply if such Business Services are not available at End User’s location or End User elects not to take Business Services.

Similarly, if you improperly order consumer Service for a business location and this is identified, you will be liable to pay additional fees applicable to those different services as well as potential termination charges.

By ordering and OmFiber, End User represents they have authorization to order OmFiber at the location it is ordered from. End user represents that they are at least eighteen (18) years of age, have the legal capacity and authority to be a party to the Contract, and that correct and accurate information is provided. End User acknowledges that Om Networks relies on the information to supply its operations and that providing inaccurate information could result in OmFiber provisioning delays, missed appointment fees, early termination fees, or possibly lead to suspension or termination of OmFiber. End User will notify Om Networks whenever billing information changes; Om Networks requires accurate and correct name, address, telephone number, email address, and billing/payment CC number information on file for End User account. OmFiber may be suspended if account payments fail, or account information expires.

BILLING PRACTICES

Om Networks handles all payments for OmFiber services electronically via an on file credit card or debit card, additional payment options are available provided a valid credit card is on file with the account. The first bill for OmFiber service will come at the beginning of the month after the OmFiber install completes for the End User. As Om Networks bills "ahead" the first bill sent at the beginning of the month is for that current month and will include the prorated partial amount due for the past month just completed, and the full month charge for Internet Access service and Infrastructure Fee going forward. Depending on the End User plan, this initial charge could be $300 or more. For more information see the Om Networks billing policy at https://www.omsoft.com/policy/ar

After the initial term of this contract completes, and as a result of that, the End User's infrastructure fee is paid, End User's service is offered on a month by month basis. All service changes or terminations must be provided in written form including the name, date, service address and the date the End User would like the service to end or change. Written notice may be delivered via email, in person, or postal mail only. OmFiber service terminations can take up to 7 business days to complete, and End User billing for the OmFiber service will end, and be prorated to, the date that Om Networks decommissions and closes out the service and billing. Om Networks will do its best to accommodate

desired service termination dates, but actual cancellation happens within 7 business days of the written notice, subject to the terms and schedules of Om Networks billing policies and procedures.

Written cancellations may be provided to

EMAIL:
billing@omsoft.com

POSTAL/WALK IN:
Om Networks
1930 5th ST Suite C
Davis CA 95616

End user may cancel their Internet Access service before the initial term completes, but is subject to and agrees to pay, and is still obligated to pay, in full, their parcel's Infrastructure Fee in Full, as it is a permanent capital improvement to End User property. This may either be done by paying any remaining balance in full immediately at time of cancel request, or over the initial contract term. Any account that is canceled before its contract term for any reason will be charged an Early Termination Fee equal to Half of the remaining monthly balance of their contracted Internet Access fees term, not to exceed $500. End User will also return the Fiber Optic Terminal equipment or agree to pay for its replacement ($300). After payment of any early termination fees and the return of or the payment for the Optical Termination equipment, Om Networks agrees to release End User from any further Internet Access fees. Om Networks reserves the right to terminate End Users for non-payment or reported violations to its Acceptable Use Policy (AUP) which may be found at https://www.omsoft.com/policy/aup, or at its sole discretion. End user accounts canceled by Om Networks for these reasons, which are still under a contract term, are subject to the early termination fee.

ASSIGNMENT AND SURVIVAL

End user agrees not to assign or otherwise transfer this Agreement in whole or in part, without the express written permission from Om Networks billing department staff. Should End User wish to elect to assign or transfer this Agreement before its expiration, End User must provide written notice to Omsoft Billing via email, postal mail, or walk in as described above. Said notice shall include a Signed OmFiber Terms and Conditions Contract, executed by the desired assigned party, a proposed Assignment date, and full

contact information of both parties. Omsoft Billing will then provide both parties a clear and accurate accounting of Infrastructure Fee payments already made, and those future payments still due, to complete payment of the End User Properties' Aggie Village Neighborhood Infrastructure Fee. Both parties, the current contracted End User, and the new Assigned End User must sign their acceptance to this transfer and balance arrangement within 30 days, upon which Om Networks will complete execution of the new contract with the new Assigned party.

Om Networks will ensure the network is operating as advertised and is merchantable and usable to the residents of Aggie Village. If for any reason we are not able to keep this commitment to the neighborhood, and there is no pathway to restore service to the characteristic designed in the Service Level Agreement, Om Networks may find another ISP operator to sell the OmFiber infrastructure to, that will operate the network in a merchantable fashion. Om Networks may assign this Agreement without notice and End User agrees to make all payments as directed to the new vendor. Om Networks agrees to assign all its contract obligations including Pricing, Service Level Agreement, and Customer Service Commitments outlined therein to any successor or party acquiring Om Networks OmFiber assets. All obligations of the parties under this Agreement, which, continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, those provisions relating to No Warranties, Limitations of Liability, survives such termination, cancellation, or expiration.

JURISDICTION AND COMPLIANCE

This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Should any provision of this Agreement be found to be invalid, the remainder of articles shall remain in effect. Except as otherwise required by law, including California laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Om Networks's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforce ability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable

portion shall be construed as nearly as possible to reflect the original intentions of the parties.

AGREEMENT

This Agreement, including all policies posted on Om Networks's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between the End User and Om Networks with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement is made as of the latest Date to which the Parties have signed, on the signature line below. Any changes by End User to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, written or electronic, are void.

SIGNATURES and AUTHORIZATIONS

We the undersigned agree to abide by this agreement in good faith and in accordance with California State law.

This agreement is represented in full force under the laws of the State of California and is entered between Om Networks Inc. dba Om Networks and its End User customer _____ _____. (PRINT NAME) at _____ (PRINT ADDRESS)

The End User Customer acknowledges and agrees that their 36 month term is in effect from their service installation activation date until the 36 month anniversary of that date. Initial_____

The End User Customer acknowledges and agrees this Agreement is in effect until the full contract term completes, their Infrastructure Fee and initial Internet Access service term is paid, and 30 day written notice is provided for service disconnection, via email, postal mail, or walk-in to Om Networks as described above. Initial _____

The End User Customer acknowledges Om Networks Staff or Agents, may be provided access to their property as needed and scheduled with End User to maintain, repair or upgrade the OmFiber telecommunications system. Initial _____

The End User Customer acknowledges they have read and understood and will comply with well as other policy documents available at https://www.omsoft.com which include our Acceptable Use Policy, Billing Policy, Privacy Policy, Network Practices policy, and any other materials specifically referenced in this Contract. Initial _____

End User Customer

_____ (SIGNATURE) _____ (DATE)

ADDENDUM #1 - SERVICE LEVEL AGREEMENT

OmFiber Service Level Agreement

Om Networks is committed to providing reliable, secure, and fast Internet service. Om Networks's service provision guarantees to the End User is in the form of a Service Level Agreement or (SLA) which provides certain rights and remedies regarding the performance of the Om Network's Internet Access services.

As described below, Om Networks's SLA provides commitments based upon goals in three key areas:

- **Network Service Availability:** The Om Networks Network will be available to End User free of network outages for 99.999% of the time.
- **Network Service Latency:** The average monthly Latency (speed) of the Om Networks Network will not exceed 100 milliseconds round-trip.
- **Network Packet Loss:** The average monthly Packet Loss (reliability) of the Om Networks network will not exceed 1%.

Network Service Level Agreement

This Service Level Agreement (SLA) applies only to the individual subscriber to OmFiber, known throughout this document as the "End User." Specifically, End Users receiving service through Om Networks OmFiber services. This SLA does not apply to other End Users of Om Networks, including, without limitation, those with Dial-up, xDSL, ISDN, and other hosting products not specifically listed above.

This SLA provides End User. with certain rights and remedies regarding the performance of the Om Networks Network. The "Om Networks Network" means the Om Networks owned and operated Internet Protocol (IP) routing infrastructure consisting solely of Om Networks measurement devices at selected Om Networks points of presence ("Selected POP's") and the connections between them in the forty-eight continental United States. The amount of credit available per month is subject to a cap described below.

Availability Guarantee

Om Networks is committed to make the Om Networks Network available to End User free of Network Outages for 99.999% of the time. A "Network Outage" is an instance in which no traffic in excess of 256kbps can pass in or out of Aggie Village POP for more than 15 consecutive minutes.

Upon End User's request (in accordance with the procedure set forth below), Om Networks will issue a credit to End User for Network Outages exceeding the SLA limits occurring during any calendar month that are reported by End User to Om Networks and confirmed by Om networks' measurements of the Om Networks Network. Such credit will be equal to one day's worth of the monthly Internet Access Fee (as defined below) paid by End User, for each reported incident exceeding one hour of such Network Outages, not to exceed in any calendar month the Access Fee paid by End User for that month.

General

Om Networks reserves the right to change or modify this SLA at any time effective upon the posting thereof on this website. Except as set forth in this SLA, Om Networks makes no claims regarding the availability or performance of the Om Networks Network or Om Networks services.

Network Outage Procedure

Om Networks will make every effort to maintain a 99.999% uptime for the End User network. Should there be any unexpected outages this procedure shall be followed to restore connectivity to the End User. As soon as the outage is reported by the End User and verified by Om Networks, a network administrator will be contacted and begin working the issue to determine source and be able to provide an estimated time to repair. This status update will be provided to End User, by the end of the 1st hour of the outage during normal business hours. End User will be updated periodically as to the repair status until repair is complete and service is restored. End User has in its possession a current contact sheet that has all pertinent contact information for all Om Networks support staff and should be able to make contact should an outage occur.

Contact Sheet

SUPPORT LEVEL	NUMBER	EMAIL
Primary (Tech Support)	888-667-6387	help@omsoft.com
Secondary (Systems Admin)	530-750-0101	sysadmin@omsoft.com
Tertiary (CTO 24/7)	530-848-3865	help@dcn.org

Latency Guarantee

Om Networks is committed to keep Average Round-Trip Latency on the Om Networks Network to 100 milliseconds or less. "Average Round-Trip Latency", with respect to a given month, means the average time required for round-trip packet transfers between the End User. and points on the Om Networks Network during such month, as measured by Om Networks.

If Average Round-Trip Latency on the Om Networks Network for a calendar month exceeds 100 milliseconds, then upon End User's request (in accordance with the procedure set forth below), Om Networks will issue a credit to End User equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by End User for such month.

Packet Loss Guarantee

Om Networks is committed to keep Average Packet Loss on the Om Networks Network to 1% or less. "Average Packet Loss", with respect to a given month, means the average percentage of IP packets transmitted on the Om Networks Network during such month that are not successfully delivered, as measured by Om Networks. If Average Packet Loss exceeds 1% during a calendar month, then upon End User's request (in accordance with the procedure set forth below), Om Networks will issue a credit to End User equal to and not to exceed in any calendar month one day's worth of the Access Fee (as defined below) paid by End User for such month.

The terms of this SLA relating to Average Round-Trip Latency and Average Packet Loss will take effect the first full calendar month after End User's first use of the Om Networks Network.

Measurement

Om Networks will periodically (every 5 minutes on average) measure the Om Networks Network at the End User router, using software and hardware components capable of measuring application traffic and responses at the End User. End User acknowledges that such measurements may not measure the exact path traversed by End User's packets, and that such measurements are only performed across the Om Networks Network but not other networks to which End User may connect. Om Networks reserves the right to periodically change the measurement points and methodologies it uses without notice to End User. Measurements for latency and packet loss will be posted to a Web site designated by Om Networks and made available to End User.

How to Request a Credit Per This Service Level Agreement

End User must first report a loss of service by opening a ticket with information on the nature of the outage. To request credit, End User may email with the billing department, billing@omsoft.com referring to the time and date of the outage. Credits will be applied to accounts after technical support staff verify outage. This must reference the first support ticket number. Om Networks will credit End User only from the time and date stamp of the initial support ticket submittal, and only if commensurate with the definitions of service outages in this agreement. To ensure the privacy and security of both the End User

and Om Networks, reports of outages and requests for credits per this Agreement must be completed via email. Requests via telephone, fax, physical mail, or any other means will not be processed.

Exceptions

Notwithstanding anything in the SLA to the contrary or found in violation of any Om Networks Terms of Service, in the Om Network's Acceptable Use Policy, https://www.omsoft.com/policy/AUP.

Notwithstanding anything in the SLA to the contrary, End User shall not receive any credits under this SLA in connection with any failure or deficiency of the Om Networks Network caused by or associated with:

- Circumstances beyond Om networks' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, storm, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement;
- Failure of access circuits to the Om Networks Network, unless such failure is caused solely by Om Networks;
- General telco failure;
- Scheduled maintenance and upgrades;
- DNS issues outside the direct control of Om Networks;
- Outage or error of any Om Networks measurement system;
- Excessive traffic/load on End User's Home Network which impedes Internet Access performance;
- End Users' acts or omissions, including without limitation, any negligence, willful misconduct, or use of the Om Networks Network or Om Networks services in breach of Om networks' Terms and Conditions and Acceptable Use Policy, by End Users or others authorized by End Users;
- Denial of Service (DoS) and/or Distributed Denial of Service (DDoS) (malevolent efforts of a person or persons to prevent Om networks' or End User's (or clients of End User's) servers or service from functioning efficiently or at all).