

Ethernet Product ("Ethernet Product")

Ethernet Product: Provider will provide Ethernet Products for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Provider will install the coaxial or fiber-optic cable into each Customer site as listed in the Product Order(s). Provider will also supply an edge or network interface device, which is Provider Equipment, at each site that will be capable of receiving the Product as specified in the Product Order(s). Provider's Ethernet Products are "On-Net" if they are provided by Provider to Product Locations through the Provider Network. Provider may, in its discretion, provide Customer with "Off-Net" products to geographic locations that are outside of Provider's coverage area or are not currently connected to the Provider Network through third-party providers. Off-Net Products may be subject to additional terms and conditions.

1. Provider's provision of Ethernet Products is subject to availability.
2. Provider shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Product that degrades any product or service provided to other subscribers on the Provider Network. Provider shall have the right, but not the obligation, to (a) monitor traffic on the Provider network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Provider deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Product, Customer must ensure that no individual Path or data flow of such Product exceeds 1 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Product includes a Path or data flow that exceeds 1 Gbps, Provider may limit such Path or data flow to 1 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Products permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet Product any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Provider reasonable access to the Product Locations to inspect the Product Locations at periodic intervals as needed to verify Customer's compliance with this Product Agreement.
5. Customer's use of Ethernet Products is presumed by Provider 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 Provider if Customer's use of the Product is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Product remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Provider. 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 incurred by Provider.