Service Publication - SIGNAL AVAILABILITY COMMITMENT – Exhibit B

This **Exhibit B** Signal Availability Commitment is hereby incorporated into the FIRE DOG BUSINESS CUSTOMER AGREEMENT by and between Fire Dog and Customer, including all other exhibits and addenda incorporated therein (collectively, the "Agreement"). Capitalized terms used in this **Exhibit B** that are not otherwise defined herein shall have the meaning given such terms in the Agreement. In the event of any conflict between the provisions of the Agreement and this **Exhibit B**, the provisions of this **Exhibit B** shall prevail.

1. **Definitions Applicable to this Exhibit**.

1.1. "**Available Time**" means the total number of minutes in any calendar month less the Excused Outage.

1.2. "**Availability Commitment**" has the meaning given such term in Section 2.1.

1.3. "**Class A Outage**" means emergency maintenance affecting the Transport Network or the Signal, provided, however, that Fire Dog notifies the Customer's designated point of contact at least 24 hours in advance of a Class A Outage.

1.4. "**Class B Outage**" means scheduled maintenance affecting the Transport Network or the Signal provided, however, that Fire Dog notifies the Customer's designated point of contact at least 48 hours in advance of a Class B Outage.

1.5. "**Excused Outage**" means the total number of minutes during any particular calendar month attributable to any of the following:

(a) a Class A Outage or a Class B Outage;
(b) non-standard installation of the Customer Equipment;
(c) shared root access to any Customer Equipment, resulting in a non-Fire Dog authorized modification;
(d) Customer Internet failure, latency, insufficient bandwidth, or other performance issue;
(e) Third Party Content Provider interruption;
(f) the failure of the Customer to perform any of its obligations under the Agreement;
(g) failure or interruption of any of Customer's equipment, systems or networks, including without limitation, the Customer's Internet Access System;
(h) the Transport Network; and
(i) any cause outside the reasonable control of Fire Dog, including any force majeure event.

For the avoidance of any doubt, Excused Outage shall be measured in full, non-interrupted minute increments, and any failure to make available the Signal lasting less than one minute shall not be considered in calculating an Excused Outage hereunder.

1.6. "**Monthly Recurring Fee**" is the average monthly fees or charges paid or payable by the Customer to Fire Dog in consideration of Fire Dog making available the Signal; taking the average of such monthly fee or charge for the four (4) month billing period prior to the event giving rise to the Outage Credit.

1.7. "**Outage Credit**" is the Monthly Recurring Fee multiplied by the quotient obtained by dividing the difference between the Availability Commitment (in minutes) less the Actual Signal Availability (in minutes) by the Availability Commitment (in minutes).

1.8. "**Customer Equipment**" shall mean the Customer's routers, switches and/or gateways used to connect with the Transport Network and receive the Signal at the Demarcation Point.

1.9. "**Signal"** shall mean the Fire Dog Fiber Dedicated Internet Access provided to Customer's location.

2. Signal Availability

2.1. General. Subject to the terms and conditions of this **Exhibit B** and the Agreement, Fire Dog agrees to use its commercially reasonable efforts to make the Signal available 99.999% of the Available Time (the "**Availability Commitment**") so that when the Customer connects to the Signal (based upon Fire Dog's recommendations), such Customer Equipment under normal operating conditions shall be capable of receiving the Signal during such periods.

(a) During any particular month during the Term that Fire Dog fails to meet the Availability Commitment, Fire Dog shall credit the Customer a single Outage Credit upon Customer's request to Fire Dog. Outage Credits must be requested within thirty (30) days after the event giving rise to the Outage Credit.

2.2. Restrictions; Limitations. Actual Available Times are determined and measured by Fire Dog from the Fire Dog super head-end. Notwithstanding anything to the contrary, the Outage Credits described in this **Exhibit B** shall be Customer's sole and exclusive remedy in connection with the Availability Commitment, and Customer shall not have any other claims, rights or remedies, and Fire Dog shall not have any other liabilities, in connection with the Availability Commitment, with Customer hereby waiving all other claims, rights and remedies.

2.3. Sample Calculations of Outage Credits. For the avoidance of any doubt, the parties agree to include a sample calculation in determining an Outage Credit. For this example, it is assumed that the maximum number of available minutes is 43,200 minutes [60 minutes x 24 hours x 30 days (based upon a 30-day month)].

Example Assumptions:

- Current Monthly Recurring Fees are $10,000;
- Available Time in the applicable calendar month is 43,200 minutes (30x24x60);
- During the applicable month, Fire Dog made the Signal available for a total of 40,320 minutes;
- There was an aggregate period of 48 hours (2,880 minutes) where the Signal was not available affecting all of the Programming Content;
- Of the 48 hours referenced above, twenty-four (24) hours (1,440) were attributable to an Excused Outage.

Calculation #1:

- Availability Commitment is 99.999% of the difference between 43,200 and 1,440 (the time attributable to the Excused Outage) or 41,760 minutes; 99.999% of this number is the Availability Commitment or 41,760 minutes;
- The Actual Signal Availability Time the Signal was available was 40,320 which is below the Availability Commitment of 41,760 minutes;
- Thus, an Outage Credit would equal $10,000 times ((41,759.6-40,320)/41,760) or $344.73.

3. If the Signal is unavailable for any period of ten (10) consecutive days during the Term and such failure is not due in whole or in part to any Excused Outage, then in addition to an Outage Credit under Section 2.1 above, Customer shall have the right to immediately terminate the Agreement without early termination charges.