

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Office of Purchasing & Contracting (hereinafter called “State”), and FirstLight Fiber, Inc., with a principal place of business at 41 State Street, 10<sup>th</sup> Floor, Albany, NY 12207, (hereinafter called “Service Provider”). Service Provider’s form of business organization is corporation. It is Service Provider’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Service Provider is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Telecommunications, Networking and Internet services. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by the Service Provider, the State agrees to pay the Service Provider, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.

4. **Contract Term.** The period of Service Provider’s performance shall begin on January 2, 2023 and end on January 1, 2025. This Contract may be renewed for an additional (2) two 12-month periods at the discretion of the State.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Service Provider.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, the Service Provider shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Purchasing Entities.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract are consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements. For the avoidance of doubt, non-profit entities are not permitted to purchase under this Contract.

9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Service Provider:**

Name: Jon Radigan

Phone: 802-238-6365

Email: [jradigan@firstlight.net](mailto:jradigan@firstlight.net)

b. **For the State:**

Name: Frank Costantino

Phone: 802-828-3760

Email: [Frank.Costantino@vermont.gov](mailto:Frank.Costantino@vermont.gov)

10. **Attachments.** This contract consists of 119 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D – Information Technology Professional Services Terms & Conditions

Attachment E – Service Provider’s Master Service Agreement

Attachment F – Service Provider’s Work Order Form

11. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment A
- (6) Attachment E
- (7) Attachment B
- (8) Attachment F

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By the Contractor:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

1. The Service Provider shall provide the State of Vermont with Telecommunications, Network Data and Internet Services as outlined below.
  - 1.1. These services must support the cost effective, highly reliable telecommunications and network infrastructure to meet the current and future needs of the State.
  - 1.2. The Service Providers must demonstrate their ability to provide and support network and telecommunications services that improve or optimize existing solutions.
2. **Network:**
  - 2.1. The State requires networking connectivity and services to connect State facilities, including datacenters, 3<sup>rd</sup> party providers, and the internet. Current examples include:
    - Ethernet (Ethernet Virtual Private Line)
    - Internet Connectivity (Ethernet-dedicated Internet Access, coax/cable, fiber, cellular, Wi-Fi and Satellite)
    - MPLS
    - VPLS
    - Point to Point
    - Dark Fiber
    - Wave Services (such as 10Gb)
    - Digital Subscriber Line Services (DSL)
    - Cable modem access and equipment
    - Dedicated data circuits – interstate and intrastate (Point to Point)
    - PRI
    - SIP Trunks
    - Public / Guest Wireless Internet
    - SDWAN
3. **Telecommunications:**
  - 3.1. The State requires a range of telecom services to support its employees and the services provided to the citizens of the State. Current examples include:
    - ISDN: primary rate
    - Local exchange
    - Traditional Business (POTS) lines
    - Calling card)
    - Centrex
    - Voicemail
    - VoIP
    - Directory assistance: interstate and intrastate
    - Toll services: interstate, intrastate, and international
    - Toll free 8XX Service: switched, interstate and intrastate
    - Pay Phones
4. **Geographic Coverage:**

**As of November 2022, the following table is the State's current locations with Service Provider's information regarding services that can provided at those locations.**

**Category 1a**

These locations are on our network and have existing service. Pricing is set per the included rate sheet in this response. Installation costs are \$0.00

**Category 1b**

These locations are on our network but do not have existing service. Pricing is set per the included rate sheet in this response. Installation costs are \$0.00

**Category 2**

These locations are close enough to our network that we can offer services from the rate sheet included in the response. Installation charges may be required and will be determined on an individual case basis (ICB)

**Category 3**

These locations are not currently close to our network. We can make services available here either with a build out of our network or in partnership with another carrier to provide local transport. Both monthly cost and installation costs will need to be determine on an individual case basis.

Address	Town	Category
680 North Main St	Alburgh	3 - Large Build or Type II Required - MRC and Install are ICB
3985 Us Route 5	Ascutney	2 - Service Available - Small Build - MRC from rate card, install ICB
219 North Main	Barre	1a - On Net - Existing Service
255 N Main	Barre	1a - On Net - Existing Service
5 Perry St	Barre	1a - On Net - Existing Service
180 Industrial Ln	Barre	2 - Service Available - Small Build - MRC from rate card, install ICB
1979 Airport Rd.	Barre	2 - Service Available - Small Build - MRC from rate card, install ICB
60 Washington	Barre	2 - Service Available - Small Build - MRC from rate card, install ICB
20 Auditorium Hl	Barre City	1b - On Net - \$0.00 installation, MRC from rate card
455 N Main	Barre City	1b - On Net - \$0.00 installation, MRC from rate card
107 N Main St	Barre City	2 - Service Available - Small Build - MRC from rate card, install ICB
30 Washington St	Barre City	2 - Service Available - Small Build - MRC from rate card, install ICB
1067 Glover Rd	Barton	3 - Large Build or Type II Required - MRC and Install are ICB
96 Bellwater Ave	Barton	3 - Large Build or Type II Required - MRC and Install are ICB
1 Hospital Ct	Bellows Falls	1b - On Net - \$0.00 installation, MRC from rate card
991 Rockingham Rd	Bellows Falls	3 - Large Build or Type II Required - MRC and Install are ICB
100 Vt Route 279 E	Bennington	1a - On Net - Existing Service
200 Veterans Memorial Dr	Bennington	1a - On Net - Existing Service
207 South Street	Bennington	1a - On Net - Existing Service
324 Main St	Bennington	1a - On Net - Existing Service

325 North St	Bennington	1a - On Net - Existing Service
359 Bowen Rd	Bennington	1a - On Net - Existing Service
310 Main St	Bennington	1b - On Net - \$0.00 installation, MRC from rate card
129 Elm St	Bennington	2 - Service Available - Small Build - MRC from rate card, install ICB
147 Dewey St	Bennington	2 - Service Available - Small Build - MRC from rate card, install ICB
15 Monument Cir	Bennington	2 - Service Available - Small Build - MRC from rate card, install ICB
530 Main St	Bennington	2 - Service Available - Small Build - MRC from rate card, install ICB
1563 Walloomsac Rd	Bennington	3 - Large Build or Type II Required - MRC and Install are ICB
230 Airport Rd. South	Bennington	3 - Large Build or Type II Required - MRC and Install are ICB
94 Hatchery Rd	Bennington	3 - Large Build or Type II Required - MRC and Install are ICB
1311 Rte 302	Berlin	1a - On Net - Existing Service
2178 Airport Rd	Berlin	1a - On Net - Existing Service
350 Fisher Road	Berlin	1a - On Net - Existing Service
578 Paine Turnpike North	Berlin	1a - On Net - Existing Service
1756 Rte 302	Berlin	1b - On Net - \$0.00 installation, MRC from rate card
322 Industrial Lane	Berlin	2 - Service Available - Small Build - MRC from rate card, install ICB
190 Junction Rd	Berlin	3 - Large Build or Type II Required - MRC and Install are ICB
2011 Route 107	Bethel	1a - On Net - Existing Service
2902 Vt Route 102	Bloomfield	3 - Large Build or Type II Required - MRC and Install are ICB
1295 Drake Rd	Bomoseen	3 - Large Build or Type II Required - MRC and Install are ICB
1594 Waits River Rd	Bradford	3 - Large Build or Type II Required - MRC and Install are ICB
551 Lower Pln	Bradford	3 - Large Build or Type II Required - MRC and Install are ICB
I-91 Info Center	Bradford	3 - Large Build or Type II Required - MRC and Install are ICB
3 Case St	Brandon	3 - Large Build or Type II Required - MRC and Install are ICB
307 Newton Rd	Brandon	3 - Large Build or Type II Required - MRC and Install are ICB
3576 Lake Dunmore Rd	Brandon	3 - Large Build or Type II Required - MRC and Install are ICB
185 Main St	Brattleboro	1a - On Net - Existing Service
230 Main Street	Brattleboro	1a - On Net - Existing Service
232 Main St	Brattleboro	1a - On Net - Existing Service

28 Vernon St	Brattleboro	1a - On Net - Existing Service
30 Putney Rd	Brattleboro	1a - On Net - Existing Service
41 Spring Tree Rd	Brattleboro	1a - On Net - Existing Service
50 Park Place	Brattleboro	1a - On Net - Existing Service
41 Harmony Pl	Brattleboro	1b - On Net - \$0.00 installation, MRC from rate card
464 Marlboro Rd	Brattleboro	1b - On Net - \$0.00 installation, MRC from rate card
13 Spring Tree Rd	Brattleboro	2 - Service Available - Small Build - MRC from rate card, install ICB
3529 Vermont 105	Brighton	3 - Large Build or Type II Required - MRC and Install are ICB
603 Railroad St	Brighton	3 - Large Build or Type II Required - MRC and Install are ICB
30 Vt Route 65	Brookfield	3 - Large Build or Type II Required - MRC and Install are ICB
111 Colchester Ave	Burlington	1a - On Net - Existing Service
175 Main St	Burlington	1a - On Net - Existing Service
175 Main Street	Burlington	1a - On Net - Existing Service
32 Cherry Street	Burlington	1a - On Net - Existing Service
110 Cherry St	Burlington	1b - On Net - \$0.00 installation, MRC from rate card
392 S Prospect St	Burlington	1b - On Net - \$0.00 installation, MRC from rate card
108 Cherry St	Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
11 Elmwood Av.	Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
150 S Winooski Ave	Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
16 North Ave	Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
192 College Street	Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
85 S Prospect St	Burlington	3 - Large Build or Type II Required - MRC and Install are ICB
39 Deer Crossing Ln	Cambridge	3 - Large Build or Type II Required - MRC and Install are ICB
4001 N Cambridge Rd	Cambridge	3 - Large Build or Type II Required - MRC and Install are ICB
8409 Vt Route 15	Cambridge	3 - Large Build or Type II Required - MRC and Install are ICB
143 Vt Route 141	Canaan	3 - Large Build or Type II Required - MRC and Install are ICB
288 Vt Route 114	Canaan	3 - Large Build or Type II Required - MRC and Install are ICB
143 Route 30 S	Castleton	2 - Service Available - Small Build - MRC from rate card, install ICB

577 Vt Route 4A W	Castleton	2 - Service Available - Small Build - MRC from rate card, install ICB
634 Point Of Pines Rd	Castleton	3 - Large Build or Type II Required - MRC and Install are ICB
30 Upper Village Rd.	Chelsea	3 - Large Build or Type II Required - MRC and Install are ICB
4 Vt Route 113	Chelsea	3 - Large Build or Type II Required - MRC and Install are ICB
5 Court St	Chelsea	3 - Large Build or Type II Required - MRC and Install are ICB
1002 Airport Rd	Clarendon	3 - Large Build or Type II Required - MRC and Install are ICB
189 Troy Avenue	Colchester	1a - On Net - Existing Service
259 S Park Dr	Colchester	1a - On Net - Existing Service
382 Hercules Dr	Colchester	1a - On Net - Existing Service
789 Vt National Guard Rd	Colchester	1a - On Net - Existing Service
I-89 Exit 16	Colchester	1a - On Net - Existing Service
26 Woodside	Colchester	2 - Service Available - Small Build - MRC from rate card, install ICB
359 South Park	Colchester	2 - Service Available - Small Build - MRC from rate card, install ICB
394 Hegeman Ave	Colchester	2 - Service Available - Small Build - MRC from rate card, install ICB
400 Us Route 7	Colchester	2 - Service Available - Small Build - MRC from rate card, install ICB
424 Hegeman Ave	Colchester	2 - Service Available - Small Build - MRC from rate card, install ICB
274 Raymond Rd	Colchester	3 - Large Build or Type II Required - MRC and Install are ICB
2850 Airport Rd	Coventry	3 - Large Build or Type II Required - MRC and Install are ICB
1846 Route 2	Danville	2 - Service Available - Small Build - MRC from rate card, install ICB
1076 Interstate 91 S	Derby	3 - Large Build or Type II Required - MRC and Install are ICB
35 Crawford Rd	Derby	3 - Large Build or Type II Required - MRC and Install are ICB
870 Us Rt 5	Dummerston	1a - On Net - Existing Service
143 Sugar House Rd	Dummerston	2 - Service Available - Small Build - MRC from rate card, install ICB
386 Scribner Rd	<u>East Calais</u>	3 - Large Build or Type II Required - MRC and Install are ICB
18 Village St	East Dorset	1a - On Net - Existing Service
35 Emerald Lake Ln	East Dorset	3 - Large Build or Type II Required - MRC and Install are ICB
380 Emerald Lake Ln	East Dorset	3 - Large Build or Type II Required - MRC and Install are ICB



1876 Vt Route 214	East Montpelier	3 - Large Build or Type II Required - MRC and Install are ICB
756 Belvidere Rd	Eden	3 - Large Build or Type II Required - MRC and Install are ICB
856 Vt Route 12	Elmore	3 - Large Build or Type II Required - MRC and Install are ICB
275 Elm St	Enosburg	3 - Large Build or Type II Required - MRC and Install are ICB
111 West Street	Essex Jct.	1a - On Net - Existing Service
60 Upper Main St.	Essex Jct.	1a - On Net - Existing Service
1000 River Rd	Essex Jct.	1b - On Net - \$0.00 installation, MRC from rate card
189 Colchester Rd	Essex Town	2 - Service Available - Small Build - MRC from rate card, install ICB
26 Woodside Dr	Essex Town	2 - Service Available - Small Build - MRC from rate card, install ICB
3 North Park Place	Fair Haven	1a - On Net - Existing Service
1356 Prospect St	Fair Haven	2 - Service Available - Small Build - MRC from rate card, install ICB
35 Lewis Ln	Fair Haven	2 - Service Available - Small Build - MRC from rate card, install ICB
1422 W Castleton Rd	Fair Haven	3 - Large Build or Type II Required - MRC and Install are ICB
22 Cedar Mountain Rd	Fair Haven	3 - Large Build or Type II Required - MRC and Install are ICB
787 Kingsland Bay State Park Rd	Ferrisburgh	3 - Large Build or Type II Required - MRC and Install are ICB
233 State Pk Rd	Franklin	3 - Large Build or Type II Required - MRC and Install are ICB
69 Station Rd	Franklin	3 - Large Build or Type II Required - MRC and Install are ICB
508 Sodom Rd	Georgia	3 - Large Build or Type II Required - MRC and Install are ICB
5200 Interstate 89 N	Georgia	3 - Large Build or Type II Required - MRC and Install are ICB
5800 Interstate 89 S	Georgia	3 - Large Build or Type II Required - MRC and Install are ICB
14 Fish Hatchery Rd	Grand Isle	3 - Large Build or Type II Required - MRC and Install are ICB
75 Courthouse Dr	Guildhall	3 - Large Build or Type II Required - MRC and Install are ICB
517 Fort Dummer Park Dr	Guilford	2 - Service Available - Small Build - MRC from rate card, install ICB
1235 Broad Brook Rd	Guilford	3 - Large Build or Type II Required - MRC and Install are ICB
118 Prospect Street	Hartford	1a - On Net - Existing Service
221 Beswick Dr	Hartford	1a - On Net - Existing Service
5 South Main Street	Hartford	1a - On Net - Existing Service
145 Billings Farm Rd	Hartford	1b - On Net - \$0.00 installation, MRC from rate card
224 Holiday Dr	Hartford	1b - On Net - \$0.00 installation, MRC from rate card
1501 Interstate 91 S	Hartford	3 - Large Build or Type II Required - MRC and Install are ICB
444 Airport Road	Highgate	3 - Large Build or Type II Required - MRC and Install are ICB
687 Airport Rd	Highgate	3 - Large Build or Type II Required - MRC and Install are ICB
162 Commonwealth Ave	Hyde Park	1b - On Net - \$0.00 installation, MRC from rate card
154 Main St	Hyde Park	2 - Service Available - Small Build - MRC from rate card, install ICB
179 Main St.	Hyde Park	2 - Service Available - Small Build - MRC from rate card, install ICB
252 Main Street	Hyde Park	2 - Service Available - Small Build - MRC from rate card, install ICB
212 Fitch Hill Rd	Hyde Park	3 - Large Build or Type II Required - MRC and Install are ICB
1393 Green River Dam Rd	Hyde Park	3 - Large Build or Type II Required - MRC and Install are ICB

1122 Vt Route 14	Irasburg	3 - Large Build or Type II Required - MRC and Install are ICB
102 State Park Rd	Island Pond	3 - Large Build or Type II Required - MRC and Install are ICB
<u>232 Vt Route 30</u>	<u>Jamaica</u>	1a - On Net - Existing Service
48 Salmon Hole Ln	Jamaica	3 - Large Build or Type II Required - MRC and Install are ICB
<u>628 Adams Rd</u>	<u>Jamaica</u>	3 - Large Build or Type II Required - MRC and Install are ICB
153 Church Street	Jeffersonville	3 - Large Build or Type II Required - MRC and Install are ICB
<u>127 Tarbox Rd</u>	<u>Jericho</u>	3 - Large Build or Type II Required - MRC and Install are ICB
90 Ethan Allen Rd	Jericho	3 - Large Build or Type II Required - MRC and Install are ICB
34 Gifford Woods	Killington	3 - Large Build or Type II Required - MRC and Install are ICB
515 Vt Route 100 N	Killington	3 - Large Build or Type II Required - MRC and Install are ICB
158 Derry Woods Rd	Londonderry	3 - Large Build or Type II Required - MRC and Install are ICB
1756 Little Pond Rd	Londonderry	3 - Large Build or Type II Required - MRC and Install are ICB
91 Route 100 N	Ludlow	3 - Large Build or Type II Required - MRC and Install are ICB
31 Kimball Rd	Lunenburg	3 - Large Build or Type II Required - MRC and Install are ICB
1713 Industrial Parkway	Lyndonville	1a - On Net - Existing Service
1700 I-91 South	Lyndonville	3 - Large Build or Type II Required - MRC and Install are ICB
2107 Pudding Hill Rd.	Lyndonville	3 - Large Build or Type II Required - MRC and Install are ICB
243 Westside Lake Rd	Maidstone	3 - Large Build or Type II Required - MRC and Install are ICB
3588 Main St	Manchester Center	2 - Service Available - Small Build - MRC from rate card, install ICB
4952 Vt Route 9	Marlboro	2 - Service Available - Small Build - MRC from rate card, install ICB
636 Maple Hill Rd	Marshfield	3 - Large Build or Type II Required - MRC and Install are ICB
61 Valley View	Mendon	1a - On Net - Existing Service
84 Us 4	Mendon	1a - On Net - Existing Service
5 Route 4	Mendon	1b - On Net - \$0.00 installation, MRC from rate card
5900 Us Route 4	Mendon	2 - Service Available - Small Build - MRC from rate card, install ICB
102 Court Street	Middlebury	1a - On Net - Existing Service
156 South Village Green	Middlebury	1a - On Net - Existing Service
341 Creek Road	Middlebury	1a - On Net - Existing Service
7 Mahady Court	Middlebury	1a - On Net - Existing Service
1590 Route 7	Middlebury	1b - On Net - \$0.00 installation, MRC from rate card
35 Court St	Middlebury	2 - Service Available - Small Build - MRC from rate card, install ICB
467 Airport Rd	Middlebury	3 - Large Build or Type II Required - MRC and Install are ICB
1078 Us Route 2	Middlesex	3 - Large Build or Type II Required - MRC and Install are ICB
30 Bailey Meadows Rd	Middlesex	3 - Large Build or Type II Required - MRC and Install are ICB
409 Us Route 2	Middlesex	3 - Large Build or Type II Required - MRC and Install are ICB
416 Cadreact Rd	Milton	3 - Large Build or Type II Required - MRC and Install are ICB
1 National Life Drive	Montpelier	1a - On Net - Existing Service
10 Taylor Street	Montpelier	1a - On Net - Existing Service
13 Green Mountain Drive	Montpelier	1a - On Net - Existing Service
133 State St	Montpelier	1a - On Net - Existing Service
32 College Street	Montpelier	1a - On Net - Existing Service

58 E State St	Montpelier	1a - On Net - Existing Service
65 State Street	Montpelier	1a - On Net - Existing Service
7 Green Mountain Dr.	Montpelier	1a - On Net - Existing Service
81 River St	Montpelier	1a - On Net - Existing Service
89 Main St	Montpelier	1a - On Net - Existing Service
109 State St	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
115 State St	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
13 Baldwin Street	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
5 Green Mountain Dr	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
575 Stone Cutters Wy	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
660 Elm St	Montpelier	1b - On Net - \$0.00 installation, MRC from rate card
111 State St	Montpelier	2 - Service Available - Small Build - MRC from rate card, install ICB
112 State	Montpelier	2 - Service Available - Small Build - MRC from rate card, install ICB
12 Baldwin St	Montpelier	2 - Service Available - Small Build - MRC from rate card, install ICB
149 State St	Montpelier	2 - Service Available - Small Build - MRC from rate card, install ICB
29 Sunset Dr	Morristown	1b - On Net - \$0.00 installation, MRC from rate card
121 Lower Main St	Morristown	2 - Service Available - Small Build - MRC from rate card, install ICB
16 Park St	Morristown	2 - Service Available - Small Build - MRC from rate card, install ICB
49 Portland St	Morristown	2 - Service Available - Small Build - MRC from rate card, install ICB
74 Portland St	Morristown	2 - Service Available - Small Build - MRC from rate card, install ICB
643 Brooklyn Hts	Morristown	3 - Large Build or Type II Required - MRC and Install are ICB
197 Harrel St	Morrisville	2 - Service Available - Small Build - MRC from rate card, install ICB
63 Professional Dr	Morrisville	2 - Service Available - Small Build - MRC from rate card, install ICB
2305 Laporte Rd	Morrisville	3 - Large Build or Type II Required - MRC and Install are ICB
2490 Ethan Allen Hwy	New Haven	2 - Service Available - Small Build - MRC from rate card, install ICB
109 Abbott Hill Rd	Newark	3 - Large Build or Type II Required - MRC and Install are ICB
249 Industrial Park Road	Newbury	3 - Large Build or Type II Required - MRC and Install are ICB
7 Court Street	Newfane	1a - On Net - Existing Service
100 Main St	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
217 N Main St	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
2557 Glen Road	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
2559 Glen Road	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
2628 Airport Rd.	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
4611 Rte 5	Newport	3 - Large Build or Type II Required - MRC and Install are ICB
100 Main St	Newport City	3 - Large Build or Type II Required - MRC and Install are ICB
247 W Main St	Newport City	3 - Large Build or Type II Required - MRC and Install are ICB
1002 Airport Rd	North Clarendon	3 - Large Build or Type II Required - MRC and Install are ICB
1628 Route 7B	North Clarendon	3 - Large Build or Type II Required - MRC and Install are ICB
31 Knights Pt Rd	North Hero	3 - Large Build or Type II Required - MRC and Install are ICB
3677 Us Route 2	North Hero	3 - Large Build or Type II Required - MRC and Install are ICB
59 Windridge Lane	North Hero	3 - Large Build or Type II Required - MRC and Install are ICB

30 Reservoir Rd	Orange	2 - Service Available - Small Build - MRC from rate card, install ICB
38 Water St	Orleans	3 - Large Build or Type II Required - MRC and Install are ICB
317 Academy Rd	Pittsford	1a - On Net - Existing Service
3830 Us Route 7	Pittsford	2 - Service Available - Small Build - MRC from rate card, install ICB
1541 Bartlett Brook Rd	Pomfret	3 - Large Build or Type II Required - MRC and Install are ICB
308 Lake Saint Catherine Dr	Poultney	3 - Large Build or Type II Required - MRC and Install are ICB
70 Lake Saint Catherine Dr	Poultney	3 - Large Build or Type II Required - MRC and Install are ICB
163 Admin Drive	Randolph	1a - On Net - Existing Service
100 Bettis Rd	Randolph	2 - Service Available - Small Build - MRC from rate card, install ICB
1538 Vt Route 66	Randolph	2 - Service Available - Small Build - MRC from rate card, install ICB
365 Furnace Road	Randolph	2 - Service Available - Small Build - MRC from rate card, install ICB
487 Furnace St	Randolph	2 - Service Available - Small Build - MRC from rate card, install ICB
50 Randolph Ave	Randolph	2 - Service Available - Small Build - MRC from rate card, install ICB
6 Hale St	Randolph	3 - Large Build or Type II Required - MRC and Install are ICB
112 S S 89 Rest Access	Randolph	3 - Large Build or Type II Required - MRC and Install are ICB
1961 Route 106	Reading	2 - Service Available - Small Build - MRC from rate card, install ICB
2844 Tyson Rd	Reading	3 - Large Build or Type II Required - MRC and Install are ICB
1136 Vt Route 100	Readsboro	1a - On Net - Existing Service
135 State Garage Rd	Rochester	3 - Large Build or Type II Required - MRC and Install are ICB
2011 Vt Route 107	Royalton	1b - On Net - \$0.00 installation, MRC from rate card
67 S Windsor St	Royalton	1b - On Net - \$0.00 installation, MRC from rate card
1953 Vt Route 107	Royalton	2 - Service Available - Small Build - MRC from rate card, install ICB
4266 Route 14	Royalton	3 - Large Build or Type II Required - MRC and Install are ICB
1 Scale Ave.	Rutland	1a - On Net - Existing Service
124 State Pl	Rutland	1a - On Net - Existing Service
145 State St	Rutland	1a - On Net - Existing Service
167 State Street	Rutland	1a - On Net - Existing Service
25 Evelyn Street	Rutland	1a - On Net - Existing Service
271 North Main	Rutland	1a - On Net - Existing Service
56 Howe	Rutland	1a - On Net - Existing Service
83 Center Street	Rutland	1a - On Net - Existing Service
88 Merchants Row	Rutland	1a - On Net - Existing Service
92 State St	Rutland	1a - On Net - Existing Service
108 Wales St.	Rutland	1b - On Net - \$0.00 installation, MRC from rate card
101 State Place	Rutland	2 - Service Available - Small Build - MRC from rate card, install ICB
60 West St	Rutland City	1b - On Net - \$0.00 installation, MRC from rate card
280 Seward Rd	Rutland Town	2 - Service Available - Small Build - MRC from rate card, install ICB
2944 Karen Dr	Rutland Town	3 - Large Build or Type II Required - MRC and Install are ICB
1098 Leland Rd	Salisbury	3 - Large Build or Type II Required - MRC and Install are ICB
646 Lake Dunmore Rd	Salisbury	3 - Large Build or Type II Required - MRC and Install are ICB
96 Airport Rd	Shaftsbury	1a - On Net - Existing Service

4319 East Rd	Shaftsbury	2 - Service Available - Small Build - MRC from rate card, install ICB
1 Route 89 N	Sharon	3 - Large Build or Type II Required - MRC and Install are ICB
1 Webster Rd	Shelburne	1a - On Net - Existing Service
21 Gregory Drive	South Burlington	1a - On Net - Existing Service
4 Market Street	South Burlington	1a - On Net - Existing Service
141 Shamrock Rd	South Burlington	1b - On Net - \$0.00 installation, MRC from rate card
75 San Remo Dr	South Burlington	1b - On Net - \$0.00 installation, MRC from rate card
7 Farrell Street	South Burlington	2 - Service Available - Small Build - MRC from rate card, install ICB
1302 Brand Farm Dr	South Burlington	3 - Large Build or Type II Required - MRC and Install are ICB
490 Spear St	South Burlington	3 - Large Build or Type II Required - MRC and Install are ICB
700 Charlestown Rd	Springfield	1a - On Net - Existing Service
100 Mineral St.	Springfield	2 - Service Available - Small Build - MRC from rate card, install ICB
56 Main St.	Springfield	2 - Service Available - Small Build - MRC from rate card, install ICB
71 Main St.	Springfield	2 - Service Available - Small Build - MRC from rate card, install ICB
140 S Main Street	St Albans	1a - On Net - Existing Service
17 Church Street	St Albans	1a - On Net - Existing Service
27 Federal Street	St Albans	1a - On Net - Existing Service
36 Lake Street	St Albans	1a - On Net - Existing Service
5 Lemnah Drive	St Albans	1a - On Net - Existing Service
27 Fisher Pond Rd	St Albans	1b - On Net - \$0.00 installation, MRC from rate card
100 Lake St	St Albans	2 - Service Available - Small Build - MRC from rate card, install ICB
109 S Main St	St Albans	2 - Service Available - Small Build - MRC from rate card, install ICB
2 N Main St	St Albans	2 - Service Available - Small Build - MRC from rate card, install ICB
680 Lower Newton Rd	St Albans	3 - Large Build or Type II Required - MRC and Install are ICB
3649 Lower Newton Road	St Albans	3 - Large Build or Type II Required - MRC and Install are ICB
142 S Main St	St Albans City	1b - On Net - \$0.00 installation, MRC from rate card
20 Houghton	St Albans City	2 - Service Available - Small Build - MRC from rate card, install ICB
86 N Main	St Albans City	2 - Service Available - Small Build - MRC from rate card, install ICB
140 Fisher Pond Rd	St Albans Town	1a - On Net - Existing Service
9 Crest Rd	St Albans Town	2 - Service Available - Small Build - MRC from rate card, install ICB
2077 Lower Newton Rd	St Albans Town	3 - Large Build or Type II Required - MRC and Install are ICB
2714 Hathaway Point Rd	St Albans Town	3 - Large Build or Type II Required - MRC and Install are ICB
1068 Us Route 5	St Johnsbury	1a - On Net - Existing Service
107 Eastern Ave	St Johnsbury	1a - On Net - Existing Service

1126 Main St	St Johnsbury	1a - On Net - Existing Service
1153 Main Street	St Johnsbury	1a - On Net - Existing Service
1197 Main Street	St Johnsbury	1a - On Net - Existing Service
1270 Route 5	St Johnsbury	1a - On Net - Existing Service
1998 Memorial Drive	St Johnsbury	1a - On Net - Existing Service
1323 Industrial Parkway	St Johnsbury	1a - On Net - Existing Service
347 Emerson Falls Rd	St Johnsbury	1a - On Net - Existing Service
67 Eastern Ave	St Johnsbury	1a - On Net - Existing Service
1229 Portland St	St Johnsbury	1b - On Net - \$0.00 installation, MRC from rate card
1016 Route 5	St Johnsbury	2 - Service Available - Small Build - MRC from rate card, install ICB
23 Tilton Rd	St Johnsbury	2 - Service Available - Small Build - MRC from rate card, install ICB
6443 Mountain Rd	Stowe	3 - Large Build or Type II Required - MRC and Install are ICB
444 Airport Rd	Swanton	3 - Large Build or Type II Required - MRC and Install are ICB
629 Airport Rd.	Swanton	3 - Large Build or Type II Required - MRC and Install are ICB
1235 Vt Route 113	Thetford	3 - Large Build or Type II Required - MRC and Install are ICB
2755 State Forest Rd	Townshend	3 - Large Build or Type II Required - MRC and Install are ICB
6673 Vt Route 100	Troy	3 - Large Build or Type II Required - MRC and Install are ICB
752 Vt Route 110	Tunbridge	3 - Large Build or Type II Required - MRC and Install are ICB
441 Poker Hill Rd	Underhill	3 - Large Build or Type II Required - MRC and Install are ICB
58 Harvey Rd	Underhill	3 - Large Build or Type II Required - MRC and Install are ICB
17 Hillcrest Rd	Walpole	3 - Large Build or Type II Required - MRC and Install are ICB
103 S Main	Waterbury	1a - On Net - Existing Service
152 So. Main St.	Waterbury	1a - On Net - Existing Service
280 State Drive	Waterbury	1a - On Net - Existing Service
I-89 Exit 10	Waterbury	1a - On Net - Existing Service
22 Old Farm Rd	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
43 Randall	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
434 Us Route 2	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
46 S Main St	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
58 S Main	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
93 Pilgrim Park Rd	Waterbury	2 - Service Available - Small Build - MRC from rate card, install ICB
115 River Rd	Waterbury	3 - Large Build or Type II Required - MRC and Install are ICB
177 Reservoir Rd	Waterbury	3 - Large Build or Type II Required - MRC and Install are ICB
3444 Little River Rd	Waterbury	3 - Large Build or Type II Required - MRC and Install are ICB
1270 Interstate 93 N	Waterford	3 - Large Build or Type II Required - MRC and Install are ICB
638 Vt Route 131	Weathersfield	2 - Service Available - Small Build - MRC from rate card, install ICB
90 Betts Bridge Rd	West Pawlet	3 - Large Build or Type II Required - MRC and Install are ICB
266 Loop Rd	Westfield	3 - Large Build or Type II Required - MRC and Install are ICB
1331 Westminster Heights Road	Westminster	1a - On Net - Existing Service
74 Battell Dr	Weybridge	3 - Large Build or Type II Required - MRC and Install are ICB
221 Beswick Dr.	White River Junction	1a - On Net - Existing Service

82 Railroad Row	White River Junction	1a - On Net - Existing Service
61 Depot St	White River Junction	1a - On Net - Existing Service
224 Holiday Drive	White River Junction	1b - On Net - \$0.00 installation, MRC from rate card
324 S Main St	White River Junction	2 - Service Available - Small Build - MRC from rate card, install ICB
100 Railroad Row	White River Junction	3 - Large Build or Type II Required - MRC and Install are ICB
5800 Woodstock Rd	White River Junction	3 - Large Build or Type II Required - MRC and Install are ICB
16 Zephyr Rd	Williston	1a - On Net - Existing Service
208 Hurrican Lane	Williston	1a - On Net - Existing Service
2777 Saint George Rd	Williston	1a - On Net - Existing Service
380 Hurrican Lane	Williston	1a - On Net - Existing Service
426 Industrial Ave.	Williston	1a - On Net - Existing Service
94 Harvest Lane	Williston	1a - On Net - Existing Service
201 Lawrence Pl	Williston	1b - On Net - \$0.00 installation, MRC from rate card
289 Hurrican Lane	Williston	1b - On Net - \$0.00 installation, MRC from rate card
312 Hurrican Lane	Williston	1b - On Net - \$0.00 installation, MRC from rate card
188 Harvest Lane	Williston	2 - Service Available - Small Build - MRC from rate card, install ICB
I-89 Exit 12	Williston	3 - Large Build or Type II Required - MRC and Install are ICB
3052 Interstate 89 S	Williston	3 - Large Build or Type II Required - MRC and Install are ICB
23 Haystack Rd	Wilmington	1b - On Net - \$0.00 installation, MRC from rate card
15 Higley Hill Rd	Wilmington	2 - Service Available - Small Build - MRC from rate card, install ICB
705 Vt Route 9 E	Wilmington	3 - Large Build or Type II Required - MRC and Install are ICB
546 State Farm Rd	Windsor	1a - On Net - Existing Service
1640 Us Route 5 N	Windsor	2 - Service Available - Small Build - MRC from rate card, install ICB
5 Mount Ascutney State Park Rd	Windsor	2 - Service Available - Small Build - MRC from rate card, install ICB
1 Abenaki Way	Winooski	1b - On Net - \$0.00 installation, MRC from rate card
158 State Park Rd	Woodford	3 - Large Build or Type II Required - MRC and Install are ICB
12 The Green	Woodstock	2 - Service Available - Small Build - MRC from rate card, install ICB
511 Woodstock Rd	Woodstock	2 - Service Available - Small Build - MRC from rate card, install ICB

## 5. Requirements for Ordering.

- a. The Agency of Digital Services (ADS) is responsible for overseeing and incorporating the design, development and installation of flexible cabling infrastructures for all State of Vermont facilities that require voice, data, video and/or multimedia services. The State Contact and ADS Telecommunications shall work closely with the Service Provider and the Agency/Department end users requiring services.

- b. Cabling contractors will accept work requests only from ADS Telecommunications. No department/agency is authorized to contact vendors directly for services required.
- c. There is no designated re-occurring maintenance window. Installation schedules are established through agreements with ADS Telecommunications, contract vendor(s), and department/agency requesting cabling installations, upgrades and/or maintenance.
- d. All work shall be performed Monday through Friday during normal working hours (7:45am-4:30pm) unless an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays.
- e. During non-business hours (after 4:30 PM and weekends/holidays) will be redirected to Contact Communications, the State's after-hours answering service. Issues requiring immediate action will be forwarded to ADS Telecom standby personnel who attempt to restore services for department/agency locations.
- f. To obtain services, the Agency/Department end users shall fill out the Work Order Form attached to this contract and submit an Ivanti ticket to the ADS Service Desk.
- g. Orders made under this Contract must include an Agency/Department end user's Purchase Order for the Product and/or Services. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
- h. All orders placed under this Contract must include the Contract Number on the Purchase Order.

6. **Work Order Initiation; Integration; and Delays.**

- 6.1. Verbal or written orders shall only be accepted from the State's Network Engineering team along with a confirming State of Vermont work order issued after the initial request. All new services and existing services under the applicable Attachments will be ordered either (1) orally; or (2) through e-mail; (3) through Service Provider's on-line portal; or (4) via an Order Form. In any event, it shall be memorialized by the Service Provider in the parties' Workbook, which will be reviewed periodically on a schedule set by the parties and include, without limitation, the Monthly Recurring Charges, Non-Recurring Charges, Location and Quantity (the "Workbook"). All Services in the Workbook will continue for the Contract Term (including any renewals). For the Avoidance of doubt, the Workbook is made part of this Contract along with all Attachments and subject to the terms and conditions of this Contract and any applicable schedule. Any estimated installation schedule agreed to by the parties is subject to any unforeseen problems such as crushed conduit, ITC issues, etc., at any particular site, and may result in a delay and charges to the State. Other than payment for amounts due hereunder, neither party is liable for any delay or failure in performance under the Contract (including SLA credits) arising out of a Force Majeure event.

7. **Contractor Personnel**

- 7.1. The Contractor shall provide a dedicated support team that will provide account general management, technical management, sales engineering, order provisioning, end to end installation support and invoicing services support, it being understood that State shall contact Contractor's



applicable support centers for service-related issues (e.g., service interruptions).

- 7.2. **Changes in Contractor Personnel.** Contractor shall use reasonable efforts to make available all Key Personnel” (those listed in table directly above) for the entire life of this Contract. Contractor shall provide the State with written notice should it change any of the Key Personnel. Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel. The State has the right to reasonably disapprove of any replacement Key Personnel.
- 7.3. **Control of Contractor Personnel.** Contractor shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's reasonable policies and procedures, of which Contractor is made aware while on State premises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with the State's reasonable policies and procedures or a significant and material personality conflict arises with a Contractor employee and employee of the State by written notice to Contractor of the requirement of replacement. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within thirty (30) days of receipt of the written notice of a failure to comply with the State's reasonable policies and procedures or a significant and material personality conflicts arises with a Contractor employee and a State employee, unless otherwise mutually agreed.
- 7.4. All intellectual property of each party shall remain with the respective owner(s) and no right, title or interest will transfer to either party as a result of this Contract or the provision or receipt of services hereunder.

## 8. State Facilities

- 8.1. During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) other than incidental general Contractor obligations, shall only use such space solely and exclusively for and in support of the Services; (ii) other than incidental general Contractor obligations, shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases and reasonable security, use, rules and agreements applicable to the State facilities provided to Contractor by State in writing; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all reasonable policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) except as may be required to perform the Services, shall not photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted.

## 9. **Early Termination Liability**

- 9.1. Any Services that are terminated by the State for convenience within the first twelve (12) months of the Contract Term applicable to such Services will not be subject to an early termination fee greater than (i) the monthly recurring charge applicable to such Service multiplied by the number of months remaining in the first twelve (12) months of the Service Term plus (ii) 100% of any remaining, unpaid Custom Installation Fees.
- 9.2. Termination for convenience of Services, after the first twelve (12) months of the Contract Term, shall not be subjected to the early termination fees outlined above. The State remains responsible to pay for all Services provided up to the date of any termination in one lump sum within thirty (30) days of billing.
- 9.3. For the avoidance of doubt, no early Termination Charges set forth in this Section or elsewhere will apply to a Service that is terminated due to Service Interruption, as a result of Contractor's failure to cure a material breach within thirty (30) days of Contractor's receipt of written notice of such failure, or due to non-appropriation in accordance with Attachment C Section 27.

## 10. **General Expectations**

- 10.1. The Service Provider will be required to attend Monthly Service Support meetings with the Network Engineering personnel. The account should be primarily staffed with individuals dedicated to and preferably based in the State of Vermont. The Service Provider will be expected to present performance statistics, chronic problem situations and status, proactive reviews and solutions, and current project status.
- 10.2. The Service Provider will also be expected to present bi-weekly coordination meetings where all requested work orders from the State Network Engineering group will be reviewed for completeness, accuracy and status.
- 10.3. The Service Provider shall submit quarterly reports detailing the State of Vermont accounts active under this Contract. The reports shall be submitted electronically and sent as an attachment to [ADS.ITPurchasing@vermont.gov](mailto:ADS.ITPurchasing@vermont.gov). Reports shall contain accurate information of account numbers, services rendered, service locations and the costs associated with them for the quarter. If there is a change in accounts before the quarter report is due, Service Provider shall send the updated report immediately. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause.

### **Reporting Period**

January 1 - March 31  
 April 1 - June 30  
 July 1 - September 30  
 October 1 - December 31

### **Report Due**

April 30  
 July 31  
 October 31  
 January 31

### **Reporting Period**

January 1 - March 31  
 April 1 - June 30

### **Report Due**

April 30  
 July 31

July 1 - September 30  
October 1 - December 31

October 31  
January 31

## 11. **Account Management**

- 11.1. The Service Provider must provide a team of representatives to work in conjunction with the State regarding the management of equipment, new installations, service relocations, and functional changes. The team should include members in the following disciplines, all reachable via email and toll-free numbers, with backup resources available in the event of illness or vacation.
- 11.2. Account General Management: Review contract requirements and ensure that all terms and conditions are enforced.
- 11.3. Account Technical Management: Provide general management responsible to ensure continuous network operations and coordinate service installations, moves and changes.
- 11.4. Sales Engineering: Pre-order support staff, knowledgeable in-service engineering consulting, who can provide detailed itemized quotes for all services when requested.
- 11.5. Order Provisioning: Service Provider staff must be available to interpret State work order requests, work with State contacts to define service needs, and complete any necessary documentation for the Service Provider in order to complete the service implementation. Management of installation due dates, service progress and past dated services will be provided by this area.
- 11.6. Installation Support: Service Provider must provide support, personnel, and equipment for end-to-end connectivity, turn-up and operational verification of all services provided by the Service Provider.
- 11.7. Invoice Services Support: The Service Provider must provide financial representatives who can assist the State in understanding the invoicing system and take corrective actions to resolve billing issues.

## 12. **Maintenance Notification**

- 12.1. Scheduled Maintenance: All service providers are required to provide a yearly calendar of scheduled maintenance window with reminder notification one week prior to each window.
- 12.2. Customer Notification: The Service Provider shall state its standard customer notification process for planned network maintenance.
- 12.3. Non-critical Maintenance: Non-critical maintenance that does not fall within the published yearly scheduled windows must be communicated to the State two weeks prior to the event.
- 12.4. Planned Maintenance Notification: The State desires a minimum 72-hour advanced notification for planned network maintenance

- 12.5. Emergency Maintenance: The State desires 24-hour notice of emergency maintenance. In all circumstances, the State must receive prior notification and must approve the nonscheduled maintenance.
- 12.6. Redundancy Testing: The State reserves the right to request Redundancy testing prior or post any scheduled or non-scheduled maintenance or upgrades.
- 12.7. Availability: The State requests 99.995% availability, excluding scheduled maintenance. Preference is given to those Service Providers that hold to these standards.

### 13. **Service Order Procedure**

- 13.1. Service Installation Process: The State expects service to be installed within the time from the receipt of the State order. The Service Provider shall be solely responsible for the installation, maintenance, and administrative servicing of all services, during the life of the contract.
- 13.2. Service Testing: The Service Provider shall be responsible for end-to-end testing. Billing for an individual circuit will only start upon the successful completion of the installation and achievement of the service level agreement.
- 13.3. Installation and Coordination and Collaboration: For all services ordered for the State, the Service Provider shall notify and collaborate with the Network Engineering team of the anticipated and actual installation dates along with the appropriate circuit number, installation contact and contact information.
- 13.4. Work Order Initiation: Verbal or written orders should not be accepted from agencies or departments other than the Network Engineering team along with a confirming State of Vermont work order issued after the initial request.

### 14. **Delivery Times/Repair**

- 14.1. Service Delivery Quality Assurance: Service Provider shall ensure that orders shall be tested and fully operational prior to hand-off.
- 14.2. Service Delivery Intervals: Service Provider shall provide its standard turn up interval(s) for designated interconnection points.
- 14.3. Expedited Delivery Process: Service Provider shall explain the applicability of expedite fees for the interconnection service. Service Provider shall provide the options for the State if the standard interval cannot be met, i.e. can the State cancel the order without charge.
- 14.4. Service Procurement or Modification Process: Service Provider shall provide any requirements or procedures to the State to order moves, adds or changes or service disconnect. The Service Provider shall include all required order forms or an on-line portal.

### 15. **Service Level Guarantees**

- 15.1. Service Guarantees: Will be measured on a per unit level basis within each service (i.e. per circuit) with measurement over a monthly interval. These will not be based on a Statewide or network wide average.

- 15.2. Technical Performance Service Levels: These will be based on service availability, network latency, throughput, etc. Measurement methodology would be specific to each service and technology.
- 15.3. Service Delivery Performance: These would be based on standard order lead times, service installation and completion dates, testing and documentation provided at service turn-up, formal acceptance testing and verification of service quality, and delivery integrity against order specifications.
- 15.4. Operational Performance Service Levels: These would be based on performance of Mean time to Repair (MTTR) and Mean time Between Failures (based on analysis of trouble tickets) as well as overall problem responsiveness, escalation, and service monitoring.
- 15.5. Invoice Services Levels: These should be based on billing timeliness, accuracy and completeness as well as timely billing corrections and adjustments.
- 15.6. Reporting Requirements: Ensure compliance with monthly reporting requirements including technical performance requirements, service delivery requirements, operational requirements, and billing performance.
- 15.7. Initial Service Performance Validation (Probationary Period): For a fixed time period at the beginning of the contract term for each service, performance will be verified against the SLA requirements. The Service Provider shall be considered in breach of the contract if the agreed upon performance criteria are not met. After the initial validation period, material or frequent violation of the contract service level guarantees must allow for contract termination by the State without further liability.

## 16. Data Compliance

- 16.1. In connection with its provision of the Services under this Agreement, the Service Provider shall comply with applicable data security and privacy laws (including any applicable laws pertaining to Contractor's handling of Personally Identifiable Information (PII), notification of security breaches, social security number protection. With respect to Contractor's Ethernet Dedicated Internet Services, Ethernet Transport Services and Business Internet Services provided hereunder, Contractor shall adhere to the standards set forth in:

Type of Data	Applicable State & Federal Standards, Policies, and Laws
X Publicly available information	<ul style="list-style-type: none"> <li>NIST 800-171</li> </ul>
X Confidential Personally Identifiable Information (PII)	<ul style="list-style-type: none"> <li>State law on Notification of Security Breaches</li> <li>State Law on Social Security Number Protection</li> <li>State law on the Protection of Personal Information</li> <li>National Institute of Standards &amp; Technology: NIST SP 800-53 Revision 4 "Moderate" risk controls</li> <li>Privacy Act of 1974, 5 U.S.C. 552a.</li> </ul>
X Payment Card Information	<ul style="list-style-type: none"> <li>Payment Card Industry Data Security Standard (PCI DSS) v 3.2</li> </ul>

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are Net 30 days from the date of invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
3. Invoices shall be sent to the address identified on the State Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Contract Number and State Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Service	Speed/ Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
ELAN	100 Mbps				May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	200 Mbps	\$0.00	\$230.40	\$195.15	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	300 Mbps	\$0.00	\$331.20	\$280.53	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	400 Mbps	\$0.00	\$391.68	\$331.75	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	500 Mbps	\$0.00	\$420.48	\$356.15	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	1 Gbps	\$0.00	<b>\$442.08</b>	\$374.44	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	2 Gbps	\$0.00	\$492.48	\$417.13	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	3 Gbps	\$0.00	<b>\$541.28</b>	\$458.47	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	4 Gbps	\$0.00	\$595.41	\$504.31	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
		\$0.00	\$654.95	\$554.74		See Attachment B	Included in MRC	36 Month

5 Gbps	\$0.00	\$720.45	\$610.22	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
6 Gbps	\$0.00	\$792.49	\$671.24	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
7 Gbps	\$0.00	\$871.74	\$738.36	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
8 Gbps	\$0.00	\$958.91	\$812.20	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
9 Gbps	\$0.00	\$1,054.81	\$893.42	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
10 Gbps	\$0.00	\$1,160.29	\$982.76	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month

Service	Speed / Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
EPL (Ethernet Private Line) / EVPL	100 Mbps	\$0.00	\$384.00	\$325.25	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	200 Mbps				May incur \$495 Move		Included	



(Ethernet Virtual Private Line		\$0.00	\$552.00	\$467.54	Charge	See Attachment B	in MRC	36 Month
	300 Mbps				May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
		\$0.00	\$652.80	\$552.92				
	400 Mbps	\$0.00	\$700.80	\$593.58	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	500 Mbps	\$0.00	\$736.80	\$624.07	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	1 Gbps	\$0.00	\$820.80	\$695.22	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	2 Gbps	\$0.00	\$902.14	\$764.11	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	3 Gbps	\$0.00	\$992.35	\$840.52	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	4 Gbps	\$0.00	\$1,091.59	\$924.57	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month
	5 Gbps	\$0.00	\$1,200.74	\$1,017.03	May incur \$495 Move Charge	See Attachment B	Include d in MRC	36 Month

	6 Gbps	\$0.00	\$1,320.82	\$1,118.73	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	7 Gbps	\$0.00	\$1,452.90	\$1,230.61	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	8 Gbps	\$0.00	\$1,598.19	\$1,353.67	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	9 Gbps	\$0.00	\$1,758.01	\$1,489.03	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	10 Gbps	\$0.00	\$1,933.81	\$1,637.94	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month

Service	Speed / Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
Internet	100 Mbps	\$0.00	\$392.00	\$336.00	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	200 Mbps	\$0.00	\$599.20	\$509.60	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month

	300 Mbps	\$0.00	\$613.60	\$525.20	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	500 Mbps	\$0.00	\$622.80	\$532.80	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	1 Gbps	\$0.00	\$725.00	\$611.20	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	2 Gbps	\$0.00	\$1,120.00	\$952.32	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	3 Gbps	\$0.00	\$1,678.08	\$1,432.32	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	4 Gbps	\$0.00	\$1,890.00	\$1,612.80	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	5 Gbps	\$0.00	\$1,965.60	\$1,678.56	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month
	10 Gbps	\$0.00	\$3,609.84	\$3,079.44	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month

Service	Speed / Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
Wave	10GB	\$0.00	\$2,000.00	\$1,700.00	May incur \$495 Move Charge	See Attachment B	Included in MRC	36 Month

Service	Speed / Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
Dark Fiber	N/A	TBD - Based on Mileage	TBD - Based on Mileage	TBD - Based on Mileage	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month

Service	Service Type	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Change	Early Termination	Discounts (Volume)	Minimum Term
Voice	SIP Trunks - Unlimited Local & LD	\$0.00	\$227.00	\$227.00	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month

	PRI - Unlimited Local & LD	\$0.00	\$8.95	\$8.95	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month
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	Fiber POTS - Unlimited Local & LD	\$0.00	\$15.70	\$15.70	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month
	Cloud Communications (Hosted PBX)	TBD - Based on technical and location specific requirements	TBD - Based on technical and location specific requirements	TBD - Based on technical and location specific requirements	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month

Service	Speed / Bandwidth	Installation Charge	Monthly Recurring Charge - 36 Month Term	Monthly Recurring Charge - 60 Month Term	Costs Move Charge	Early Termination	Discounts (Volume)	Minimum Term
SD-WAN	N/A	TBD - Based on technical and location specific requirements	TBD - Based on technical and location specific requirements	TBD - Based on technical and location specific requirements	May incur \$495 Move Charge	See Attachment B	Discount Provided When Quoted	36 Month

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**  
**for all Contracts and Purchases of Products and Services Using Federal Funds**  
(Revision date: June 27, 2022)

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

**TERMINATION FOR CONVENIENCE**

### 1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

### 2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

### 3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.



ATTACHMENT D  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES  
TERMS AND CONDITIONS (rev. 07/14/2022)

**1. OWNERSHIP AND LICENSE IN DELIVERABLES**

**1.1 Contractor Intellectual Property.** Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract ("Contractor Intellectual Property"). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product ("Deliverables"), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

**1.2 State Intellectual Property.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

**2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING**

**2.1** For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

**2.2 Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

**2.3 Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from

internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third-party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

### **3. SECURITY OF STATE INFORMATION.**

**3.1 Security Standards.** To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or

access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

**3.2 Security Breach Notice and Reporting.** The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

#### 4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

**4.1 General Representations and Warranties.** The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

**4.2 Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

#### 5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

- 6. REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

**7. TERMINATION**

**7.1** Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

**7.2 Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

- 8. DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.
- 9.** This contract includes provision of broadband Internet access service to the State. Provider hereby certifies that, as required in 3 V.S.A. § 349, except and to the extent it has been granted a waiver from the

Secretary of Administration, it is in compliance with the consumer protection and net neutrality standards established in 3 V.S.A. § 348 in providing broadband Internet access service in the State of Vermont.

- 10. SOV Cybersecurity Standard Update 2022-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 22-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:  
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>



## MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into this the \_\_\_\_ day of \_\_\_\_\_, 202x ("Effective Date") by and between FIRSTLIGHT FIBER, INC. ("FIRSTLIGHT") and \_\_\_\_\_ ("Customer").

### ARTICLE 1. DEFINITIONS

- 1.1. "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- 1.2. "Completion Notice" shall mean a written notice from FirstLight that the Service ordered has been installed by FirstLight pursuant to the Customer Order and has been tested and is functioning properly.
- 1.3. "Confidential Information" shall mean Software (in object and source code form), Documentation, any technical information related to Products or Services, any work product and deliverables of Services, the terms (but not the existence) of the Agreement, and, if marked or otherwise expressly identified as confidential in writing, pricing and discounts and any other information or data, regardless of whether intangible, electronic or other form.
- 1.4. "Customer Commit Date" shall mean the date that Service will be available to Customer, as set forth in the Customer Welcome Letter or such other written notice from FirstLight to Customer. Notwithstanding anything in this Agreement or any Customer Order to the contrary, any Customer requested date for delivery of Service will not be effective unless and until confirmed in writing by FirstLight through the delivery to Customer of the Customer Commit Date.
- 1.5. "Customer Order" shall mean a request for Service submitted by Customer in the form designated by FirstLight.
- 1.6. "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.
- 1.7. "Customer Welcome Letter" shall mean a written or electronic communication from FirstLight to Customer informing Customer of FirstLight's acceptance of the Customer Order.
- 1.8. "Excused Outage" shall mean any failure, outage, unavailability, delay, or other degradation of Service related to, associated with or caused by scheduled or emergency maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the FirstLight network but including, without



limitation, Customer's end users, third party network providers (including but not limited to providers of off-net services, loops, or facilities), traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of Force Majeure as defined in Section 8.1.

1.9. "Encryption" is the process of transforming information using an algorithm to make it unreadable to anyone except those possessing special keys, the result of the process is encrypted information.

1.10. "Facilities" shall mean any real or personal property owned, licensed, utilized, or leased by FirstLight or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiberoptic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, and the like.

1.11. "Incident" is an issue that does materially disrupt the customer's business operations. An example would be consistently dropped calls, or an unplanned service outage.

1.12. "Local Loop" shall mean the connection between Customer Premises and a FirstLight Gateway or other Facility.

1.13. "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.

1.14. "Normal business hours" FirstLight's normal business hours are Monday through Friday, 8:00 AM to 5:00 PM Eastern Standard Time and exclude Federal holidays.

1.15. "Off-Net" shall mean Service that originates from or terminates to any location that is not on the FirstLight network or Cloud Communications or Voice over IP related service that is not delivered over the FirstLight fiber voice backbone.

1.16. "On-Net" shall mean Service that originates from and terminates to a location that is on the FirstLight network.

1.17. "Personal Information" means any nonpublic personal health or financial information protected under Applicable Laws and owned or licensed by Customer or End Users.

1.18. "Problem" is an issue identified by the Customer that does not impact the Customer's business operations. An example would be a reduction in call quality.

1.19. "Redundant" shall mean a configuration, as specified in the service order, that allows traffic to be re-routed in the event of certain network failures, . "Non-Redundant" shall mean any configuration that does not allow traffic to be rerouted in the event of a network failure.

1.20. "Service" shall mean any FirstLight service described in a Service Schedule and identified on a particular line item of a Customer Order.

1.21. "Service Commencement Date" shall mean the first to occur of (i) the date set forth in any Completion Notice, unless Customer notifies FirstLight that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date set forth in the Completion Notice for all such Services); or (ii) the date Customer begins using the Service.

1.22. “Service Levels” shall mean the specific remedies FirstLight provides regarding installation and performance of Service as set forth in the particular Service Schedule respecting the applicable Service.

1.23. “Service Request” shall mean a request by a Customer to install new service or to perform move, add, change (“MAC”) activity on their behalf.

1.24. “Service Schedule” shall mean a schedule attached hereto or signed between the parties from time to time and expressly incorporated into this Agreement, setting forth terms and conditions specific to a particular Service, facilities or other tools made available by FirstLight.

1.25. “Service Term” shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order. The Service Term shall automatically renew for a term of equal length after expiration of the stated Service Term unless terminated by either FirstLight or Customer within thirty (30) days written notice to the other prior to the expiration of the Service Term.

1.26. Service Level Definitions

1.26.1. “Telephone Support”: Technical and configuration change request support activities can be submitted via the FirstLight Repair Center telephone number (1-833-484-0404). Only support requests submitted via telephone are covered under the incident response service levels.

1.26.2. “Email Support”: configuration change request, and other non-incident or time sensitive support activities can be submitted via the FirstLight Repair Center Email Address.

1.26.3. “Incident Response”: time to first response to an issued, and FirstLight acknowledged, trouble ticket to an unplanned interruption in service that affects the customer’s business operations.

1.26.4. “Configuration Changes”: time to first response to an issued, and FirstLight acknowledged, request to modify the service in order to resolve a problem, or perform work on the service on behalf of the customer. An incident or problem may lead to a change. The following items are exceptions to the configuration change service level agreement, and will be billed at time and materials rate with a minimum four hour charge. FirstLight may request a discovery engagement to generate a defined scope of work and define any associated charges for the changes.

1.26.4.1. Any activity that makes changes to the overall deployment scheme, including VLAN and/or IP addressing schema.

1.26.4.2. Any activity that requires the integration of hardware and/or software not included in the service package, including customer owned hardware/software.

1.26.4.3. Any activity that necessitates equipment migration such as site moves.

1.26.4.4. Any change request that would require significant effort from multiple parties.

1.26.4.5. Customers who are not subscribed to a support level that includes configuration changes.

- 1.26.5. “Proactive Monitoring”: For purposes of monitoring the Service quality and diagnosing root cause of Service-impacting issues, FirstLight provides proactive monitoring of all devices deployed as part of the service 24 hours a day, seven days a week. FirstLight will perform internet control message protocol (“ICMP”) ping operation at intervals determined by FirstLight after device installation at the customer Premise is complete. The ICMP ping operation is performed to determine whether the device runs without fault. FirstLight will notify the customer when the service and/or CPE is not functioning properly (i.e., a fault event). FirstLight’s Repair Center will create a trouble ticket and take commercially reasonable measures to promptly notify the customer. The FirstLight Repair Center will verify, troubleshoot and resolve issues if the issue is related to the FirstLight network and/or provided service(s). If it is determined that the issue is related to a 3rd party network, it is the customer’s responsibility to notify its 3rd party network provider for resolution. The customer may escalate the response, if needed, only through issuing a telephone call to the FirstLight Repair Center.
- 1.26.6. “Device Replacement”: FirstLight will replace failed CPE, within FirstLight’s fiber service area, Monday through Friday, 8:00 am - 5:00pm EST. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by FirstLight happens prior to 1:00 pm EST.
- 1.26.7. “Software and Hardware Maintenance”: FirstLight will perform periodic software upgrades to its platform and/or hardware in order to provide an up-to-date, quality, secure, and stable LAN platform. Software and hardware maintenance is subject to Firstlight’s discretion, and the customer may not request a specific software or hardware version/make/model unless approved by FirstLight. Software upgrades will be performed during a scheduled maintenance window with prior notification issued to the customer unless an emergency maintenance is required to address a problem or incident response.

## ARTICLE 2. DELIVERY OF SERVICE

- 2.1. **Submission of Customer Order(s).** To order any service, Customer must submit a Customer Order requesting Service. Unless otherwise agreed, Customer is obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the nonrecurring charges and monthly recurring charges for Service and the applicable Service Term.
- 2.2. **Acceptance by FirstLight.** Upon receipt of a Customer Order, if FirstLight determines (in its sole discretion) to accept the Customer Order, FirstLight will deliver the requested Service (or some portion of the Services). FirstLight will become obligated to deliver ordered Service only if FirstLight has accepted the Customer order in writing by an authorized officer, and the Service is feasible to provide in FirstLight’s discretion.
- 2.3. **Credit Approval.** Customer will provide FirstLight with credit information as requested, and delivery of Service is subject to credit approval.
- 2.4. **Customer Obligations.**

- a) **Customer Premises.** Customer shall allow FirstLight access to the Customer Premises to the extent reasonably determined by FirstLight for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service and is responsible, at its expense, for securing all easements, licenses, and consents, other than in public rights of way, necessary for FirstLight to have access to, and place all necessary facilities in or near, the Customer Premises or the building of which it is a part. FirstLight shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning specified by FirstLight or the manufacturer as necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse FirstLight for the actual or reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises. Customer has received no notice from any city, county, state, federal or other governmental agency or authority of any violation of zoning, building, fire, health, safety, environmental or other statutes, laws, ordinances, codes, regulations or orders (collectively, "Laws") that would have a material adverse impact on this Agreement or an Order. Customer further warrants that, to its best knowledge, there are no existing violations of such Laws.
- b) **Back Up.** Customer is solely responsible for determining the suitability of the Services in light of the type of Customer Data. Customer represents and warrants that it currently maintains, and at all times during the term of this Agreement will continue to maintain, a separate backup of Customer Data.
- c) **Security Measures.** Customer agrees to take appropriate measures to protect against misuses or disruption of the Services, including measures to protect against unauthorized access to the Services and any loss or corruption of Customer Data. Customer agrees to notify FirstLight immediately of any unauthorized use of the services or of any other breach of security.

2.5. **Security Incidents.** Subject to FirstLight's obligations under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (i) promptly notify Customer of such unauthorized access; and (ii) use good faith efforts to cooperate with Customer as reasonably necessary to facilitate compliance with any Applicable Laws regarding unauthorized access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

2.6. **FirstLight Facilities.** Except as otherwise agreed, title to all Facilities shall remain with FirstLight. FirstLight will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of FirstLight. The Facilities shall not be used for any

purpose other than that for which FirstLight provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will FirstLight be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse FirstLight for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow FirstLight to remove the Facilities from the Customer Premises: (A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or (B) for repair, replacement or otherwise as FirstLight may determine is necessary or desirable, but FirstLight will use reasonable efforts to minimize disruptions to the Service caused thereby.

**2.7. Customer-Provided Equipment**

- a) Unless Customer has entered into an Engineering Service Agreement with FirstLight where FirstLight will manage the customer equipment, FirstLight shall not be responsible for the operation or maintenance of any customer-provided communication equipment. FirstLight undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other customer-provided equipment used for access to or the exchange of traffic in connection with the Service.
- b) With respect to Equipment provided hereunder. FirstLight shall pass through all manufacturers' warranties on Equipment purchased by Customer to the extent assignable and Customer shall seek remedies only from the manufacturer. FirstLight shall provide all reasonable assistance to Customer if it seeks warranty remedies from the manufacturer of any Equipment provided by FirstLight pursuant to this agreement or Service Order.
- c) Point of Demarcation - FirstLight's facilities and services may be used with or connected to Customer-provided communications equipment such as a PBX, telephone, router, or switch. Such communications equipment shall be furnished and maintained at the expense of the Subscriber or Customer. The Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of FirstLight's service. When such communications equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. FirstLight undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer-provided equipment beyond FirstLight's point of demarcation.

**2.8. Connection to Customer Premises.**

- a) Where FirstLight Service is being terminated On-Net at the Customer Premises through a FirstLight provided local loop to be provisioned by FirstLight on behalf of Customer, the charges set forth in the Customer Order for such FirstLight Services assumes that such FirstLight Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, FirstLight may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the

Customer Order for such FirstLight Service where it is determined that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises. FirstLight will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable. FirstLight will advise customer, as soon as practicable, if the extension of the demarcation point will extend the installation timeline.

- b) Where FirstLight Services is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by FirstLight on behalf of Customer, the charges set forth in the Customer Order for such FirstLight (Off-Net) Service assumes that such FirstLight (Off-Net) Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, as determined by the local access provider. FirstLight may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order for such FirstLight (Off-Net) Service where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises. FirstLight will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after FirstLight is notified by the local access provider of the amount of such charges. FirstLight will advise customer, as soon as practicable, if the extension of the demarcation point will extend the installation timeline.
- c) In addition, where FirstLight Services is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by FirstLight on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such FirstLight (Off-Net) Service assumes that such FirstLight (Off-Net) Service can be provisioned by FirstLight through the local access provider selected by FirstLight (and/or Customer) for the stated Service Term. In the event FirstLight is unable to provision such FirstLight (Off-Net) Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Customer Order, FirstLight reserves the right, regardless of whether FirstLight has accepted the Customer Order, to suspend provisioning of such FirstLight (Off-Net) Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to FirstLight within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected FirstLight (Off- Net) Service will be cancelled without cancellation or termination liability of either party.
- d) FirstLight will exercise commercially reasonable efforts to install any FirstLight On-Net and/or Off-Net Services on or before the Customer Commit Date specified for the particular FirstLight Service. However, the installation interval may be extended due to the additional work required to extend the demarcation point or MPOE to reach the Customer's desired location. FirstLight will

notify Customer of any updates and/or changes to the Customer Commit Date as soon as practicable. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond in writing with acceptance to the new Customer Commit Date to FirstLight within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected FirstLight Service will be cancelled without cancellation or termination liability of either party.

## 2.9. **Emergency Calling**

Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), paragraphs 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

Because FirstLight is providing VoIP services to you, FirstLight is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgement of having received and understood these disclosures.

By signing this agreement, you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities offered by FirstLight's VoIP services.

"911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, and fire, and hospital medical services.

911-type services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to primary 911 providers so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information).

Enhanced 911-type Service is not immediately available in all areas and is subject to the capabilities of the local PSAP.

### FirstLight Emergency Calling Policy

- a) VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available and you have chosen to activate it.
- b) You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below. You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by FirstLight Fiber, Inc.
- c) You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated

with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.

- d) You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.
- e) You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.
- f) You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.
- g) FirstLight's calling services do not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it.
- h) You acknowledge and understand that: a call placed to 911 using FirstLight Fiber, Inc. in these areas or if you have chosen not to activate it will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed.
- i) The caller needs to communicate their location and phone number to the individual answering the call. You acknowledge and understand all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.

### ARTICLE 3. TERM

3.1. **Term.** The term of this Agreement ("Term") shall be thirty-six (36) months and shall commence upon execution of this Agreement ("Effective Date."). At the end of the initial Agreement Term, the Agreement term shall automatically renew for a term of equal length of the Initial Agreement Term ("Renewal Term"), unless, within thirty (30) days prior to the expiration of the initial Agreement Term or any Renewal Terms, either Party provides written notice to the other Party of its desire to terminate the contract upon expiration of the initial Agreement Term or Renewal Term. FirstLight and customer shall



execute individual Service Orders for services that will specify a mutually agreed upon term length and renewal terms for such services. Service Order terms shall commence with the delivery of the services at which point customer shall be invoiced for services. Partial service prior to the start of the full term shall be prorated and invoiced. Should a Service Order term extend beyond the termination of the Agreement, the terms of this Agreement shall apply to the Service Order until its initial term and any renewal terms expire.

#### **ARTICLE 4. BILLING, CHARGES, AND PAYMENT**

4.1. **Commencement of Billing.** Upon installation, testing and completion of the Service requested in any Customer Order, FirstLight will deliver to Customer a Completion Notice. Upon receipt of the Completion Notice, Customer shall have a period of seventy-two (72) hours to indicate that the Service or Work has not been completed or is not properly functioning. Unless Customer delivers written notice to FirstLight within such seventy two (72) hour period that the Service is not completed in accordance with the Customer Order and not functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from third parties (including carriers) needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies FirstLight within the time period stated above that the Service/Work is not completed and functioning properly, then FirstLight shall correct any deficiencies in the Service and deliver a new Completion Notice to Customer, after which the process stated herein shall be repeated.

4.2. **Charges.** The Customer Order will set forth the applicable non-recurring and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by FirstLight to Customer upon the Service Commencement Date. However, in the event such Service requires FirstLight to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties in writing. Additionally, should FirstLight in the course of installing the Service encounter an environmental hazard on Customer Premises, including but not limited to the existence of asbestos, Customer shall solely bear the costs of remediation and shall reimburse FirstLight for the costs of any alternative installation due to the environmental hazard. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, FirstLight may suspend installation of the Service (without any liability, including but not limited to, liability for Service Level credits) until receipt of such non-recurring charges, and thereafter, FirstLight may issue a new Customer Commit Date. If Customer requests and FirstLight approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by FirstLight, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional nonrecurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

- a) Expedite Fees - If customer requests an expedite on a pending service order, expedite fees would apply.

- b) Change Order Fees – If a customer requests a change to an order after it has been accepted by FirstLight, change order fees may apply.
- c) Cost Recovery Fee -- The Cost Recovery Fee will be applied to the bills of customers whose service is subject to FirstLight's Terms and Conditions available on our website; it will not be applied to the bills for residential service or other customers whose service is provided pursuant to a tariff.

4.3 **Invoices and Payment.** Invoices are delivered monthly. FirstLight bills in advance for Service to be provided during the upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due thirty (30) days after the date of invoice. Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. FirstLight will accept payments via check, electronic funds transfer, credit or debit card. If paying by credit or debit card, a Recovery Fee will be applied to the payment for the credit card processing fees. The actual Recovery Fee will vary depending on which type of credit or debit card is used. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer shall not be responsible for payment of charges for FirstLight services that were not invoiced more than six (6) months after the invoice month in which the charges would have been billed. Any payment in bad funds (bounced checks, stopped checks, credit card declinations) will be assessed a \$25 fee for each instance. Repeated payment in bad funds will be considered a material default that may result in immediate termination of services and assessment of termination and disconnection charges.

4.4 **Taxes and Fees.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on FirstLight's net income, Customer will also be responsible for, and pay FirstLight, all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). Without limitation, such term shall include state or federal Universal Fund Assessments, 911 Surcharges, regulatory assessments, and other Surcharges, which FirstLight is authorized to assess. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting FirstLight with a valid exemption certificate (in a form reasonably acceptable to FirstLight). FirstLight will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by FirstLight to Customer only for the period following FirstLight's receipt of such exemption certificate.

4.5 **Regulatory and Legal Changes.** In the event of any change in applicable law, regulation, decision, rule, or order that materially increases the costs or other terms of delivery of Service, FirstLight and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after FirstLight's delivery of written notice requesting the negotiation, then (a) FirstLight may pass such increased costs through to Customer, and (b) if FirstLight elects to pass such increased costs through to Customer, Customer may terminate the affected Service on a prospective basis without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

4.6 **CPNI.** In the normal course of providing telephone services, FirstLight maintains certain information about Customer's account. Certain customer-specific information, such as information relating to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to as well as information contained in Customer's bill for telephone service is known as "Customer Proprietary Network Information" or CPNI for short. Examples include the type of line you have, class of service, current telephone charges, long-distance and local service billing records, directory assistance charges, usage date and calling patterns. Protecting CPNI is a duty of FirstLight under applicable laws, including but not limited to the Federal Communications Commission's (FCC's) Rules contained in Part 665-Subpart U-Customer Proprietary Network Information 47 C.F.R. 64.2001. The complete terms and conditions of FirstLight's handling of such CPNI are set forth in the FirstLight CPNI policy found at <http://www.firstlight.net>. FirstLight reserves the right to modify such terms from time to time and as required by Applicable Laws, effective upon posting of the modified terms at FirstLight's website or by written notice to customer.

4.7 **Disputed Invoices.** Customer must notice FirstLight no later than the date such invoice is due if Customer will withhold the disputed amounts, and failure to notice FirstLight within such time frame and withholding monies shall be a material breach of this Agreement. If Customer has previously made payment and later disputes all or a portion thereof, Customer must provide notice to FirstLight no more than sixty (60) days after FirstLight's receipt of the payment in question. Customer waives all rights to dispute any payment previously made if notice is not provided to FirstLight within the aforementioned sixty (60) day period. In the event any portion of an invoice is disputed the Parties shall make good faith efforts to resolve such dispute within 30 days of receipt of Customer's notice to FirstLight of such dispute. If the dispute is resolved in favor of FirstLight and FirstLight has not yet received payment, Customer shall make payment within ten (10) days of written demand or the date of an invoice for such payment and shall include interest from the original due date to the date of payment, calculated as provided for above. In the event the dispute is resolved in favor of Customer and Customer has previously made payment, the amounts resolved in favor of Customer shall be either i) paid to customer within ten (10) days of written demand, or ii) credited back to Customer on the next regularly scheduled monthly invoice from FirstLight, at Customer's option, and shall include interest from the original due to the date of payment or crediting, as the case may be, calculated as provided for above. Further, the Parties expressly agree to promptly and fully resolve any dispute arising in connection with this Agreement in good faith, confidentially, and informally with minimal transaction costs. Neither Party may make any public statement regarding any such dispute and/or the existence of any such dispute except as otherwise expressly provided in this Section. This paragraph is a material part of this agreement and, should either party establish by competent proof a violation of this paragraph, the prevailing party shall be entitled, in addition to all available equitable and legal remedies (including injunctive relief for irreparable harm), a minimum liquidated damage payment in the amount of Five Thousand Dollars and 00/100 (\$5,000.00).

4.8 **Fraudulent Use of Services.** Customer is responsible for all charges attributable to use of Customer's Service or facilities even if incurred as the result of fraudulent or unauthorized use of Service by any person, whether such use is authorized by, or known or unknown, to Customer, except Customer shall not be responsible for fraudulent or unauthorized use by FirstLight or its employees.

4.9 **Toll Fraud.** In the event that either: A) Customer installs its own terminal communications equipment, such as a PBX, on its premises or B) subscribes to a cloud based and/or a managed telephony

solution, such as Cisco Webex Calling or FirstLight Cloud Communications, which may access FirstLight's toll services, it is expressly agreed and understood that the security of, and fraud controls within, such terminal equipment/services, are the sole responsibility of Customer. It is expressly understood that such terminal equipment/services may have the capability to allow calls to be originated from remote locations, routed through such equipment, and connected to FirstLight's toll service, in the same manner as a call originated from Customer's premises. Any arrangement, commonly known in the industry as "remote calling or remote PBX access," could create opportunities for outside third persons to have toll calls appear to originate on and be charged as originating from such terminal equipment. The obligation to provide appropriate security to protect against unauthorized calls rests solely with Customer. It is expressly understood that the Customer is responsible for all charges attributable to use of Customer's terminal equipment even if incurred as a result of fraudulent or unauthorized use of the Customer's terminal communications.

4.10. **Porting of Services.** The Customer may, subject to FirstLight's prior written approval, cancel a Service and subsequently order a new Service, provided the new Service's MRC and term are not reduced in respect to the Service intended to be replaced and any charges, including but not necessarily limited to termination liability for a canceled Off-Net Service, special construction charges for the cancelled Service and NRC for the new Service, are paid by the Customer in accordance with the terms herein, and further provided that such new Service must i) be ordered by Customer within 30 days after Customer cancels the Service intended to be replaced and ii) FirstLight can reasonably issue a FOC Date that is also within 30 days of Customer canceling the Service intended to be replaced. In the event that Customer fails to place an order for a new Service satisfying all criteria of this section, Customer shall be liable for full Early Termination Liability on the Service that was intended to be replaced. For the sake of clarity any Service ordered prior to cancelling the existing Service or otherwise pending or being provisioned cannot be used as a new Service.

4.11 **Chronic Outage.** In the event a Service experiences three (3) or more outages resulting in the granting of Outage Credits in any contiguous thirty (30) day period or more than twenty-four (24) hours of continuous outage on a Service, Customer may, upon notice, terminate the affected Service without incurring Termination Liability for that Service. Notwithstanding the foregoing, following an outage, for no less than the twenty-four (24) hour period following the initiation of corrective action by FirstLight to restore the affected Service, any subsequent interruption to the Service prior to FirstLight confirming the Service is restored and the event causing the outage has been corrected, shall not be a separate outage and shall not contribute to the three (3) outages granting Customer the right to terminate the affected Service without Termination Liability. For the sake of clarity, any outage due to events of Force Majeure and/or faults or omissions of any third-party telecommunications systems, networks, or operators in the jurisdictions in which it operates shall not contribute to the three (3) outages granting Customer the right to terminate the affected Service without Termination Liability.

## ARTICLE 5. TERMINATION

5.1. **Termination by Either Party.** If any of the events below occur with respect to one party, then the other party may terminate this Agreement effective immediately upon the delivery of written notice:

- a) A party becomes insolvent; files a voluntary petition in bankruptcy; proposes any dissolution or liquidation; has filed against it an involuntary petition in bankruptcy, or a receiver is appointed or

takes possession of the party's property, and such petition is not dismissed or stayed within ninety (90) days of such filing, appointment or taking possession; makes an assignment for the benefit of creditors, or is adjudicated as bankrupt; or takes any similar action under the laws of any jurisdiction.

- b) Material breach of this Agreement which is not remedied within thirty (30) days after written notice describing the breach with particularity has been made.

## 5.2. **Termination by Customer.**

- a) **Default by FirstLight.** If (i) FirstLight makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief;
  - (ii) an involuntary petition in bankruptcy or other insolvency protection against FirstLight is filed and not dismissed within sixty (60) days; or
  - (iii) FirstLight fails to observe and perform any material term of this Agreement (other than as provided in Section 4.4 and Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer,then Customer may:
  - (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder except to make payment for all Services and facilities provided prior to such termination, to return all facilities and equipment belonging to FirstLight, and to comply with all terms of this Agreement which are intended to survive, as specified in §7.15 below; and/or
  - (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity. If Customer terminates under 5.2(a)(iii), Customer's notice must state with specificity the material term it believes FirstLight has failed to perform. Failure to provide such notice constitutes a waiver of Customer's rights to invoke this Subsection.
- b) Customer may cancel Service at any time and for any reason during the Term by providing at least thirty (30) days prior written notice. If Customer cancels under this clause, Customer agrees to pay FirstLight:
  - (i) 100% of any unpaid or waived non-recurring charges;
  - (ii) 100% of any service charges incurred and not yet paid;
  - (iii) 100% of the monthly recurring charges for each month remaining in the first year of a Service Order Term;
  - (iv) 75% of the monthly recurring charge for each month remaining in the second year of a Service Order Term;
  - (v) 50% of the monthly recurring charge for each month remaining after the second year of a Service Order Term; and
  - (vi) 100% of any charges owed by FirstLight to a third party resulting from such termination
  - (vii) The Customer agrees that FirstLight's actual damages arising from early termination are impossible to ascertain, that the early termination charges are a reasonable estimate of the same, and that such charges constitute liquidated damages and not penalties.

- c) During the interval between signing this Agreement and the actual activation of services, Customer may cancel Service. If Customer cancels under this clause, Customer agrees to pay:
  - (i) any and all monthly service charges accrued as of the effective cancellation date; plus
  - (ii) an early cancellation fee equal to the amount of 30% of the aggregate monthly service charges due for the term of this Agreement which would have otherwise accrued and been due; plus
  - (iii) any and all installation fees that FirstLight waived at the start of service; plus
  - (iv) Any circuit installation and/or cancellation charges, including termination fees to third parties, or other charges incurred by FirstLight as a result of Customer's cancellation.
- d) In the event that Customer cancels under any of these above Subsections, The Customer agrees to return all facilities and equipment belonging to FirstLight.

5.3. **Termination by FirstLight.**

a) **Default by Customer.**

- (i) If Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief;
- (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days;
- (iii) If Customer fails to make any payment required hereunder when due, and such failure continues for a period of ten (10) business days after written notice from FirstLight;
- (iv) If Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from FirstLight; or
- (v) If Customer's use of Service materially exceeds Customer's credit limit, unless within three (3) business day's written notice thereof by FirstLight, Customer provides adequate security for payment for Service; then FirstLight may: (A) terminate this Agreement and any Service or facilities provided hereunder, and any Customer Order, in whole or in part, in which event FirstLight shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies FirstLight may have under this Agreement, at law or in equity. In the event that FirstLight does so terminate service Customer shall be responsible for all costs, fees, damages and payments which result or occur on account of such termination as stated herein or otherwise, in addition to the cancellation fee as stated in Section 5.2(c) and any costs of collection also as stated herein.

- b) FirstLight may suspend or terminate any or all services covered by this Agreement without liability at any time if FirstLight reasonably believes its network, servers, assets, Customers or employees to be in jeopardy.
- c) FirstLight may suspend or terminate any or all Service Orders or Services covered by this Agreement without liability at any time upon the presence of an environmental hazard, including but not limited to asbestos, at the Customer Premises.
- d) The Company may partially or fully terminate this Agreement without liability in the event a material change in law renders the Company incapable of providing the Services. Both parties recognize that this Agreement is subject to change, modification, or cancellation as may be required by any regulatory authority or court in the exercise of its lawful jurisdiction.

5.4. **Other Rights of Termination.**

- a) In lieu of any Service Level credits for installation delays, if FirstLight's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date for reasons other than an Excused Outage, or circumstances beyond the control of FirstLight, Customer may terminate and discontinue the affected Service upon written notice to FirstLight and without payment of any applicable termination charge; provided such written notice is delivered prior to FirstLight delivering to Customer the Completion Notice for the affected Service. This Section 5.4(a) shall not apply to any Service where FirstLight (or a third-party contractor engaged by FirstLight) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.

**ARTICLE 6. LIABILITIES, DISCLAIMERS, AND INDEMNIFICATION**

6.1. **No Special Damages.** Notwithstanding any other provision hereof (other than Section 6.4), neither party shall be liable under any circumstance for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order.

6.2. **Disclaimer of Warranties.** FirstLight MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ANY APPLICABLE SERVICE LEVELS STATED IN ARTICLE 7 BELOW. FIRSTLIGHT DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIPMENT PROVIDED BY FIRSTLIGHT IN CONJUNCTION WITH ANY SERVICE IS PROVIDED ON AN 'AS IS' BASIS. FIRSTLIGHT DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CUSTOMER AGREES THAT ANY EQUIPMENT OF SOFTWARE PROVIDED TO CUSTOMER UNDER THESE STANDARD TERMS AND CONDITIONS WILL CARRY THE WARRANTY CARRIED BY THE MANUFACTURER, OR DEVELOPER, IF ANY,

AND FIRSTLIGHT MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH PRODUCTS.

6.3. **Indemnification.** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct.

6.4. **Limitation.** Notwithstanding anything to the contrary herein, except for applicable Service Level Credits, FirstLight shall have no liability of any nature whatsoever, for any type of damage, claim or cause of action, to Customer or any other person, in the absence of gross negligence or willful misconduct. Additionally, FirstLight's liability shall be limited to the total amount of monthly service charges paid by customer to FirstLight in the preceding twelve-month period. The limitations of this paragraph, and of paragraph 6.1 above, shall also apply to any claim or damage arising from provision or use (or failure thereof) of any E-911 or 911 services, or connections to any public emergency response agencies, including but not limited to errors in emergency calling databases or transmission of correct calling telephone numbers.

#### ARTICLE 7. SERVICE LEVELS

7.1. **Service Interruptions and Delivery.** To report issues related to Service performance, Customer may contact FirstLight Customer Service by calling toll free in the U.S. 1-833-484-0404. In order for FirstLight to investigate any reported issues, Customer agrees to provide FirstLight with supporting information as reasonably requested by FirstLight, which may include (as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number. In the event of a failure to deliver Service in accordance with the Service Levels, Customer's sole remedies are contained in (a) the Service Levels applicable (if any) to the affected Service, and (b) Section 5.4 above.

7.2. **Service Level Credits.** In the event FirstLight does not achieve a particular Service Level in a particular month, FirstLight will issue a credit to Customer as set forth in the applicable Service Schedule upon Customer's request. To request a credit, Customer must contact FirstLight with a written request (in a form reasonably requested by FirstLight) pursuant to Section 8.4 within thirty (30) days of the end of the month for which a credit is requested. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

#### ARTICLE 8. GENERAL TERMS

8.1. **Force Majeure.** FirstLight shall be excused from performance, and shall not have any liability to Customer, or any other person or entity, with respect to any failure of FirstLight to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event, including, without limitation, any labor dispute, fire, flood, storm, earthquake, riot, legal enactment, governmental



regulation, Act of God, equipment failure, cable cut, global supply chain shortages, or action or order of any judicial, legislative, governmental, or quasi-governmental authority, or any other cause beyond FirstLight's reasonable control ("Force Majeure event"). Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control. In the event FirstLight is unable to deliver Service as a result of a Force Majeure event, Customer shall not be obligated to pay FirstLight for the affected Service for so long as FirstLight is unable to deliver the affected Service.

8.2. **Assignment and Resale.** Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of FirstLight, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may resell the Service to third party "end users" provided that Customer agrees to indemnify, defend, and hold FirstLight harmless from claims of any nature made against FirstLight by such end users. Any unauthorized attempt to assign this Agreement or any of Customer's rights, duties, or obligations without such prior written consent shall be considered null and void. Customer, and not the Company, shall bear the risk of any loss arising from any unauthorized or fraudulent usage of services provided under this Agreement to the Customer. FirstLight may at its sole discretion terminate this Agreement and any licenses granted under this Agreement by notice to Customer effective on the date such notice is given if Customer assigns this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of FirstLight. FirstLight may assign its rights under this Agreement and this Agreement shall inure to the benefit of the successors and assigns of FirstLight and shall be binding upon Customer.

8.3. **Affiliates.** (A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of FirstLight, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of FirstLight, FirstLight shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

(B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.

(C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 8.3, without notice to, or consent of, the other party.

8.4. **Insurance.** Each Party agrees to maintain insurance policies of the type and including coverage limits provided hereinafter:

- a) Workers compensation insurance in compliance with statutory requirements and employer's liability insurance with limits of \$1,000,000 for each accident (minimum) and \$1,000,000 for disease for each employee (minimum).
- b) Commercial general liability insurance, endorsed to provide coverage for contractual liability and products and completed operations. Automobile liability insurance, which shall include coverage for all owned, non owned and hired vehicles. Each policy shall include coverage limits for bodily injury and property damage of \$1,000,000 combined single limit for each occurrence (minimum). Excess umbrella liability insurance to cover all risks covered by the general liability and automobile liability policies with a per occurrence limit of \$5,000,000.
- c) Cyber Liability insurance with minimum limits in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- d) Each Party shall endeavor to provide notice thirty (30) days in advance of any cancellation or material change in a policy may become effective. Each Party agrees to require all such policies of insurance, except workers compensation, to include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against the other Party and the other Party's officers, directors, employees, contractors and agents. All policies shall be on an occurrence basis and shall be obtained only from insurers who are rated "A-VII" or better in the then most recent edition of Best's Insurance Reports.

8.5. **Notices.** Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an email address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

<b>IF TO FirstLight:</b> FirstLight 41 State Street Albany, NY 12207 Attention: Chief Legal Officer	<b>IF TO CUSTOMER:</b> Company Address City, State Zip Attention:
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or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by FirstLight to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered as described above or via electronic mail to the address listed on any Customer Order.

8.6. **Acceptable Use Policy.** Customer's use of Service shall at all times comply with FirstLight's then-current Acceptable Use Policy and Privacy Policy, as amended by FirstLight and communicated in writing to Customer from time to time FirstLight will notify Customer of complaints received by FirstLight regarding each incident of alleged violation of FirstLight's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of FirstLight's Acceptable Use Policy. FirstLight may identify to the complainant that Customer, or a third party that gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. FirstLight's current Acceptable Use Policy in effect from time to time may be viewed at [www.firstlight.net](http://www.firstlight.net).

8.7. **Data Protection.** During the performance of this Agreement, it may be necessary for FirstLight to transfer, process and store billing and utilization data and other data necessary for FirstLight's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that FirstLight may (i) transfer, store, and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

8.8. **Contents of Communications.** FirstLight shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold FirstLight harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. FirstLight provides only network access; FirstLight does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against FirstLight relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

8.9. **Publicity.** Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication nor press release relating to any contractual relationship between FirstLight and Customer, except as may be required by law or agreed between the parties in writing.

8.10. **Non-Disclosure and Confidentiality of Agreement.** The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, all terms and conditions thereof, invoices, payments, correspondence, services, disputes, resolutions of disputes or payments thereunder, and all other material aspects of this Agreement) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and/or Board of Directors, and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it has disclosed information about this Agreement in accordance with this paragraph.

8.11. **Confidential Information.** Customer acknowledges the information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after verbal disclosure. Confidential Information does not include materials or information that (i) is generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information and without restriction on disclosure, (iii) was already known by the receiving party prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; (iv) was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, and provided that the receiving party promptly notifies the disclosing party of the pending disclosure in writing so that the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party where the disclosing party attempts to obtain a protective order.

8.12. **Disclosure of Customer Information.** FirstLight reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of FirstLight's customers and a description of Service purchased by such customers. Customer consents to such disclosure, including the listing of Customer's name and Service purchased by Customer (financial terms relating to the purchase shall not be disclosed).

8.13. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of New York without regard to its choice of law rules. The exclusive forum for any action or proceeding initiated by either Party under or related to this Agreement, or the Services or facilities provided hereunder, shall be the New York State Supreme Court, Albany County, or the U.S. District Court for the Northern District of New York. Each Party specifically consents to the jurisdiction of such Courts over the Parties and the subject matter of this Agreement. Customer agrees to waive its right to trial by jury.

8.14. **Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect. The Service Schedule(s) attached hereto are listed below:

- Service Schedule A FirstLight Voice Services
- ~~Service Schedule B FirstLight Cloud Communications Reserved~~
- Service Schedule C FirstLight Internet Services
- ~~Service Schedule D FirstLight DDoS Protection & Mitigation Service Reserved~~
- Service Schedule E FirstLight Ethernet Services
- ~~Service Schedule F FirstLight Dark Fiber Services Reserved~~
- ~~Service Schedule G FirstLight Wavelength Services Reserved~~
- Service Schedule H FirstLight Cloud Computing Services
- ~~Service Schedule I FirstLight Public Cloud Connectivity with Megaport Reserved~~
- Service Schedule J FirstLight Data Center/Colocation License

- ~~Service Schedule K~~ ~~FirstLight Unified Communications as a Service (UCaaS)~~ Reserved
- ~~Service Schedule L~~ ~~FirstLight Managed Edge Solutions~~ Reserved
- ~~Service Schedule M~~ ~~FirstLight TDM Private Line Services~~ Reserved
- Service Schedule N FirstLight Engineering Service Agreement
- ~~Service Schedule O~~ ~~FirstLight Network & Enterprise Monitoring~~ Reserved
- Service Schedule P FirstLight Managed SD-WAN as a Service
- ~~Service Schedule Q~~ ~~FirstLight Construction Services~~ Reserved
- ~~Service Schedule R~~ ~~FirstLight Managed Access~~ Reserved
- ~~Service Schedule S~~ ~~FirstLight Managed WiFi~~ Reserved
- ~~Service Schedule T~~ ~~FirstLight DNS Protection Service (DNSP)~~ Reserved
- ~~Service Schedule U~~ ~~FirstLight Azure Stack Cloud Computing Service~~ Reserved
- ~~Service Schedule W~~ ~~FirstLight Cisco~~ ~~Calling Service, including PSTN Service for Cisco Webex Calling~~ Reserved

8.15. **Amendment.** This Agreement, and any Service Schedule or Customer Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to a Customer Order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

8.16. **Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

8.17. **Survival.** The provisions of this Article 8 and Articles 4, 6 and 7 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

8.18. **Relationship of the Parties.** The relationship between Customer and FirstLight shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

8.19. **No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

8.20. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

8.21. **Joint Product.** The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either party on the basis of authorship of this Agreement.

8.22. **No Third-Party Beneficiaries.** This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

8.24. **Incorporation of Tariffs.** The rates, terms and conditions of FirstLight's intrastate tariffs on file from time to time with the State Regulatory Authorities, and FirstLight's interstate terms and conditions of service as set forth from time to time on FirstLight's web site, are adopted and incorporated herein by reference. In the event of any inconsistency between such tariffs or terms and conditions of service and the terms of this Master Service Agreement, the terms of this Master Service Agreement shall apply.

8.25. **Cost of Collection or Action.** In the event that FirstLight is required to undertake any actions or incurs any costs to enforce any term or provision of this Agreement whether or not any suit is filed hereon, the Customer agrees to pay, upon demand by FirstLight, in addition to any other amounts due under the Agreement or Customer Order, all such costs including reasonable attorney's fees and other collection charges.

8.26. **Third-Party Services.** If FirstLight purchases Third-Party Services pursuant to a Third-Party Provider's applicable tariff or contract, Customer is responsible for any incremental charges imposed on FirstLight based on changes to the Third-Party Provider's applicable tariff or contract. In the event Customer cancels a Service enabled by Third-Party Services, it is considered termination for convenience for which Customer must pay the Early Termination Liability (ETL) which includes Third-Party cancellation charges.

8.27. **Non-Solicitation.** Where permitted by applicable law, Customer shall not, without the express written consent of FirstLight, while the Agreement is in effect and for a period of two (2) years following its termination, knowingly induce or attempt to induce, call upon, solicit, recruit or hire any employees of FirstLight without FirstLight express written consent. Customer will not be in violation of the preceding sentence for job postings, job advertisements and the like that are general in nature and not explicitly targeted at FirstLight's employees. Customer further agrees that in the event it violates this provision, then it shall pay to FirstLight, as liquidated damages and not as penalty \$75,000 per affected employee. FirstLight agrees not to knowingly induce or attempt to induce, call upon, solicit, recruit or hire any Customer IT employees.

8.28. **Product Migration.** For those customers who are migrating from an existing FirstLight-provided monthly recurring service to another FirstLight-provided monthly recurring service, where both the old and new service will both be in service for a period of time, FirstLight will provide a 30-day billing grace period, where only the monthly recurring charge (MRC) for the new service will be due and owing and the MRC associated with the existing service will be credited. This one-time credit is being offered to

allow the Customer to plan and migrate their network service and account for the overlap in billing during this transition period. After this 30-day grace period, Customer will be responsible for the MRC associated with both services unless the Customer has submitted a formal disconnect notice to FirstLight to terminate the old service.

8.29. **Third Party Products and Information.** Where Customer is to provide FirstLight with information or access in relation to any third-party products or the integration of Products in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to FirstLight in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for provision of such information or access to FirstLight for FirstLight's use in its performance of the Agreement. Upon delivery of the information or access, Customer represents and warrants to FirstLight that it has obtained all such necessary consents and licenses.

8.30. **Assumption of Risk.** Customer acknowledges and agrees that FirstLight has no control over and has no duty to take any action regarding and shall have no service level liability for acts, faults or omissions of any third-party telecommunications systems, networks, or operators (including, without limitation, suspension, or termination of Type II and/or Type III connections, or faults in or failures of their apparatus or network), in the jurisdictions in which they operate. FirstLight connectivity is recommended for proper transmission of Services. Customer may choose to use a third-party connection if FirstLight Services are not available. FirstLight is not responsible for the integrity and/or quality of data transmitted across computer networks or telecommunication facilities which are not owned, operated, or controlled by FirstLight. Regardless of how the network connections are sourced, Customer is responsible for procuring and maintaining the network connections that connect the Customer's network to equipment provided by FirstLight in order to facilitate the Service. Customer acknowledges that no field dispatch will be outside of FirstLight's service territory, and Customer will be responsible to provide remote access to any physical device for troubleshooting that may be necessary on-site.

### Service Schedule A - FirstLight Voice Services

**1. Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for, or has already installed FirstLight Voice Service.

**2. Service Description.** FirstLight Voice Service is a circuit provided to transmit speech, facsimile or modem traffic between specified locations.

### 3. Service Levels.

**(A) Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight Voice Services on or before the Customer Commit Date specified for the particular FirstLight Voice Service. This Installation Service level may be affected by Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by FirstLight.

**(B) Availability Service Level for FirstLight Voice Services.** The access circuit availability service level for FirstLight Voice Service delivered over geo-diverse and redundant access loops is 99.9%, and non-redundant access loops is 99.5%. In the event that any FirstLight redundant Voice Service becomes unavailable as a result of FirstLight's fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the redundant Credit Schedule. In the event that any FirstLight Non-Redundant Voice Service becomes unavailable as a result of FirstLight for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the Non-Redundant Credit Schedule.

(in hrs:mins:secs)

#### For any Redundant FirstLight Voice Service:

Cumulative Unavailability  
(in hrs:mins:secs)

Service Level Credit  
00:00:01– 00:45:00 5%  
00:45:01– 04:00:00 10%  
04:00:01 – 08:00:00 20%  
08:00:01 –12:00:00 30%  
12:00:01 –16:00:00 40%  
16:00:01 – 24:00:00 50%  
24:00:01 or greater 100%

Service Level Credit  
00:00:01– 00:45:00 No Credit  
00:45:01– 04:00:00 5%  
04:00:01 – 08:00:00 10%  
08:00:01 –12:00:00 25%  
12:00:01 – 24:00:00 40%  
24:00:01 or greater 5

#### For any Non-Redundant FirstLight Voice Service:

Cumulative Unavailability



**4. General.** Customer hereby acknowledges that it has the legal authority to authorize, and warrant that it is free of any third-party obligation preventing it from authorizing, and hereby does authorize, FirstLight, and/or its subsidiaries and/or authorized agents to act as its agent for the purpose of taking any and all actions required (including the removal of any account protection / freezes) to implement the local, intraLATA, intrastate, interstate, international long distance, and/or other services requested by the Customer and described herein for all its physical service and billing locations as noted on this form, including changing its long distance carrier(s) and/or its local exchange carrier(s) to FirstLight from the current carrier(s).

Customer authorizes FirstLight to use its Customer Proprietary Network Information "CPNI" to review its account information, assess current services, and to assist in making modifications to its account now and as requested by the Customer, throughout the duration of this agreement with FirstLight.

Customer authorizes FirstLight to notify all appropriate parties, including its current local and/or long distance telephone company(s), of this choice, and to make the necessary changes for its current and future services subject to Customer consent, without further written permission. Customer directs, as applicable, its chosen intraLATA and/or intrastate/interstate/international long distance company(s), if not FirstLight, to comply with FirstLight's current applicable access tariff(s), or release the Customer from any unfulfilled contractual obligations for service. FirstLight may obtain any applicable records from Customer's local, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(s) necessary to provide these services.

All statements made herein are true and accurate to the best of the knowledge of the Customer. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the contracted services. Customer hereby indemnifies FirstLight, its employees, assigns, and agents, from any liability resulting from such credit inquiry, CPNI or Customer privacy issue, or liability to any third-party for pre-existing obligations which Customer may have regarding its local, intraLATA, intrastate, interstate, international long distance services.

This Amendment (including attachments) supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments, but only to the extent of such inconsistency. As amended, the Agreement shall remain in full force and effect.

**5. Specified Term and Pricing.** FirstLight shall provide term length and pricing for all products available in a service order as required. All service orders shall be approved in writing and signed by both parties prior to provisioning.

Taxes are billed at local, State and Federal Rates. For more information, please visit our website [www.FirstLight.net](http://www.FirstLight.net).

**Service Schedule C - FirstLight Internet Services**

**1. Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for, or has already installed, FirstLight Internet Services.

**2. Service Description.** FirstLight Internet Service is a dedicated Internet port and specified bandwidth for the transmission of data to and from the Internet. Service is provided by FirstLight from a specific Customer location, to the Internet port and then to the interface between the FirstLight Network and the Internet.

**3. Installation of FirstLight Internet Service.** FirstLight will exercise commercially reasonable efforts to install Internet Service on or before the Customer Commit Date. The actual installation date may be affected by Customer Orders that contain incorrect or incomplete information supplied by Customer or Customer Orders that are changed at Customer's request after submission and acceptance by FirstLight.

**4. Bandwidth Measurement.**

- A. Burstable Maximums: Available at 3 x CIR (committed information rate) or up to the provisioned port speed or a max of 10 Gbps, whichever is lower.
  - 1. For example: (a) Customer has a 30Mbps service on a 100Mbps port, and Customer can burst up to 90Mbps; (b) Customer has purchased a 50Mbps service and is on a 100Mbps port. Customer can burst up to 100Mbps; (c) Customer has a 5Gbps service (CIR) on a 10Gbps port, the max is 10Gbps so no bursting beyond the 10Gbps.
  - 2. Customer is not guaranteed the bandwidth beyond what they purchased as a base service.
- B. Measurement: When Customer purchases FirstLight Internet Service that is a burstable service, bandwidth usage will be calculated by FirstLight using the 95<sup>th</sup> percentile of samplings taken at five (5) minute intervals on a monthly basis. Samples are taken by FirstLight via SNMP from the FirstLight switch or router port the Customer is directly connected to and the results are the greater of input or output bits per second. The 95<sup>th</sup> percentile is determined by sorting the sample data from the smallest to the largest and discarding the top 5%, with the remaining largest sample designated as the 95<sup>th</sup> percentile.
- C. Billing: If after measurement it is determined that Customer did burst beyond their base service, Customer will pay the Mbps effective base service rate multiplied by two for each additional Mbps beyond their CIR.
  - 1. For example, a customer with 100Mbps service paying a base rate of \$825 per month pays effectively \$8.25 per Mbps, multiply this rate by two for the burstable Mbps rate. As a result, if Customer were to burst to 150Mbps, Customer would pay 50 x \$16.50 that month (additional).

**5. Service Levels.**

- A. **Connection Availability Service Level for FirstLight Internet Service.** The Connection Availability Service Level for FirstLight IP Service is 99.99%. In the event that the FirstLight provided connection becomes unavailable as a result of FirstLight's fault, error, or omission, and for reasons other than an Excused Outage, Customer will be

entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the following table.

### **Cumulative Unavailability**

(in hrs:mins:secs)

### **Service Level Credit**

<b>Time</b>	<b>Credit</b>
00:00:01 Seconds – 00:05:00 Minutes	No Credit
00:05:01 Minutes– 00:45:00 Minutes	5% of MRC
00:45:01 Minutes– 04:00:00 Hours	10% of MRC
04:00:01 Hours – 08:00:00 Hours	20% of MRC
08:00:01 Hours – 12:00:00 Hours	30% of MRC
12:00:01 Hours – 16:00:00 Hours	40% of MRC
16:00:01 Hours – 24:00:00 Hours	50% of MRC
24:00:01 Hours or greater	100% of MRC

For purposes of this section, unavailability means the total inability to transmit or receive packets.

- B. Network Latency Service Level.** The monthly average Network Latency for packets carried over the FirstLight Network on a one-way trip basis from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the transit carrier or peered end point as applicable is 10 milliseconds for all fiber based, on-net Internet Services.

After being notified by Customer of Network Latency in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if an excess Network Latency exists, identify the source of the excess Network Latency and take corrective action to the extent that the source of the excess Network Latency is on the FirstLight Network.

If FirstLight fails to remedy such Network Latency within four (4) hours of being notified of excess Network Latency on the FirstLight Network, Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Network Latency is at or below 20 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month.

- C. Jitter Service Level.** The Jitter Service Level is 5 milliseconds from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the Internet

After being notified by Customer of Jitter in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if excess Jitter exists, identify the source of any excess Jitter, and take corrective action to the extent the source of the excess Jitter is on the FirstLight Network.

If FirstLight fails to remedy such Network Jitter within four (4) hours of being notified of any excess Network Jitter Customer will receive, at Customer's written request, a service credit equivalent to the period of the time from when the Customer notifies

FirstLight until the Jitter is at or below 5 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month.

- D. Packet Delivery Guarantee.** The FirstLight Network has an average monthly Packet Loss no greater than 0.01% (or successful delivery of 99.99% of packets).

Packet Loss is defined as the percentage of packets that are not successfully transmitted between two adjacent network ports between customer's service demarc to the interface between the FirstLight Network and the transit carrier or peered end point as applicable. FirstLight continuously monitors this aggregate packet loss and compiles the collected data into a monthly average measurement for the FirstLight Network.

After being notified by Customer of Packet Loss in excess of 0.01%, FirstLight will use commercially reasonable efforts to determine if excess Packet Loss exists, identify the source of any excess Packet Loss, and take corrective action to the extent the source of the excess Packet Loss is on the FirstLight Network.

If FirstLight fails to remedy such excess Packet Loss within four (4) hours of being notified of any excess Packet Loss on the FirstLight Network and average Packet Loss for the preceding 30 days exceeds 0.01%, Customer will receive, at Customer's written request, a service credit equivalent to the period of time when the Customer notifies FirstLight until the average Packet Loss is less than 0.01% continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month.

**E. Internet Services – Service Level Criteria Table**

Availability	Latency (One Way)	Jitter	Packet Loss
99.99% (One-way Trip Basis)	<10 milliseconds	<5 milliseconds	<.01%

**6. Specified Service, Term and Pricing.** FirstLight shall provide term length and pricing for FirstLight Internet Service in its service order. All service orders shall be signed by both parties prior to provisioning.

**7. Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the FirstLight Internet Service to the FirstLight Acceptable Use Policy (set forth on FirstLight's website at [www.firstlight.net](http://www.firstlight.net)), as updated from time to time and incorporated (including any updates) herein by reference.

**8. Address Space.** FirstLight will assign Internet addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by FirstLight may only be used while a FirstLight customer. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request FirstLight to announce it via BGP.

**9. Resale.** In the event Customer resells FirstLight Internet Service (a) Customer remains responsible to FirstLight for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, (b) Customer

shall indemnify FirstLight for any third party claims arising out of or related to such third party usage and (c) Customer agrees to include and shall include terms and conditions within any contract to resell that are substantially similar to the terms and conditions herein and no less restrictive as to such third party. Upon the expiration or termination of this Agreement, neither Customer nor any third-party resale customer of Customer shall have any rights to use the FirstLight Internet Service. Notwithstanding the foregoing, FirstLight is not liable to any third party resale customer of Customer for any claims, losses or damages of any type or nature, (including but not limited to indirect, special, punitive, exemplary or consequential damages) resulting from such third party's use of the Service.

**10. Disclaimer of Third-Party Actions and Control.** FirstLight does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. FirstLight has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, FirstLight disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, FirstLight shall have the right to immediately suspend the Service.

**11. Filtered Net Service.** FilteredNet is intended to be part of a solution that conforms to the guidelines set forth in the Children's Internet Protection Act (CIPA). It is ultimately the responsibility of the customer to ensure that CIPA guidelines are followed. Customer shall indemnify FirstLight for any and all claims related to CIPA that arise from the Customer's use of FilteredNet.

FilteredNet includes a device that is located on the customer's premises as part of the overall solution. The device is owned and maintained by FirstLight and is the responsibility of FirstLight to replace if required. Some customers may request to make changes to the software or hardware on this device. Please be advised that FirstLight's responsibility to supply a working device is void as to defects caused by the Customer's actions (or failure to act), the acts of others, or events beyond the control of FirstLight or its partners.

**Service Schedule E - FirstLight Ethernet Service****1. Description.**

This service description sets forth the FirstLight Ethernet Service offering. FirstLight reserves the right to upgrade and make enhancements to the FirstLight Ethernet Service and shall advise Customer of any additional features.

FirstLight Ethernet Service is an OSI Model, Layer 2 network-based service available across the FirstLight network. This service provides Customer with connectivity between Customer sites which are connected to the FirstLight network. FirstLight Ethernet Service is available as the following service types:

1. Ethernet Private Line (EPL) provides connectivity with a point-to-point topology providing two Ethernet interfaces, one at each service location, which are dedicated to delivery of the single service which enable Customer to use any VLAN IDs and/or no VLAN ID without FirstLight coordination.
2. Ethernet Virtual Private Line (EVPL) provides connectivity with a point-to-point topology providing two Ethernet interfaces, one at each service location, which may deliver one or more services which require Customer to utilize a specific VLAN ID per service.
3. Ethernet LAN (ELAN) provides connectivity with an any-to-any topology providing Ethernet interfaces at multiple locations. Ethernet Provider Equipment. FirstLight Ethernet Service requires Provider Equipment, such as, an Ethernet Network Device which provides the physical ethernet interface to the customer. FirstLight shall provide the necessary Provider Equipment and will configure, maintain, and manage all equipment provided by FirstLight. The FirstLight point of demarcation will be a FirstLight specified Ethernet interface connected to or integrated with FirstLight provided equipment.

Access Loop. FirstLight Ethernet Service requires a connection between the FirstLight point of demarcation and the FirstLight network. This connection is referred to as the Access Loop.

**2. Customer Responsibilities.**

- (A) Review and approve, in writing, Customer Service Order providing FirstLight with the Customer's desired network configuration and associated pricing.
- (B) Provide reasonable physical access for FirstLight technicians to service FirstLight-owned equipment and infrastructure on each premise where provided.
- (C) Inform FirstLight of any internal changes that may affect FirstLight Ethernet Service.
- (D) Customer shall coordinate with FirstLight to arrange for site location requirements. There may be various reason in which the customer has a responsibility to coordinate with FirstLight, such as, but not limited to site survey, construction and building entrance to demarcation point, connectivity testing, or service activation. Customer acknowledges that FirstLight may rely on a third-parties for performing onsite tasks. FirstLight will provide

best efforts to coordinate the onsite tasks on the scheduled dates. However, Customer understands that FirstLight will not be responsible if the third-party is not available on the requested date, or for service issues on the Customer's side of the point of demarcation or room readiness issues preventing FirstLight equipment and services from activating within reasonable commercial operating conditions.

- (E) Customer is responsible for providing an accessible, grounded 120Vac, 20Amp power outlet to power FirstLight equipment, if applicable. Customer must promptly notify FirstLight of any problems with FirstLight equipment and must not voluntarily power down FirstLight equipment. FirstLight may assess a service charge to restore service in the event the equipment is subject to a loss of power that Customer could have reasonably prevented.
- (F) Customer acknowledges responsibility for installation and maintenance for their Local Area Network (LAN) and data related wiring on their premise on the Customer's side of the point of demarcation.

**3. Service Level Agreements.** FirstLight Ethernet Service is backed by the following Service Level Agreement ("SLA") guarantees.

- (A) Network Availability Guarantee. If the Network Availability Guarantee is not met, Customer will receive a credit of 1/30th of the monthly recurring charges for the Ethernet Service at the impacted service location for each calendar day that the Availability did not meet the Availability as listed within Table 1 - Service Level Criteria. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

The FirstLight Network Availability guarantee does not include outages caused by equipment on the Customer's side of the point of demarcation, scheduled maintenance events, Customer-caused outages or disruptions and Force Majeure events. In the event that any FirstLight Ethernet Service becomes unavailable as a result of FirstLight fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges for the Ethernet Service at the impacted service location.

- (B) Latency Guarantee. The FirstLight Ethernet Service is guaranteed to have an average one-way transit time on the FirstLight network within a given LATA as listed within Table 1 - Service Level Criteria, measured between FirstLight Provider Equipment located at the customer premises. FirstLight maintained and operated network monitoring tools will be used to record one-way latency. The FirstLight Latency Guarantee for FirstLight Ethernet Service does not include latency resulting from 3<sup>rd</sup> party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the Latency Guarantee is not met, Customer will receive a credit of 1/30th of the monthly recurring charges for the Ethernet Service at the impacted service location for each calendar day that the latency exceeded the latency as listed within Table 1 - Service Level Criteria. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

- (C) **Frame Loss Guarantee.** The FirstLight Ethernet Service is guaranteed to not exceed the frame loss as listed within Table 1 - Service Level Criteria. The Frame Loss Guarantee does not include outages found resulting from 3<sup>rd</sup> party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, Customer-caused outages, oversubscription or disruptions and Force Majeure events. If the Frame Loss Guarantee is not met, Customer will receive a credit of 1/30th of the monthly recurring charge for the Ethernet Service at the impacted service location for each calendar day that Frame Loss exceeded the guaranteed percentage for that day. Limits on the credit and the reporting procedures are detailed in Section 5 of this Section.
- (D) **Frame Delay Variation ("FDV") Guarantee.** The FirstLight Ethernet Service is guaranteed to have the deviation of frame transit time as listed within Table 1 - Service Level Criteria, measured between FirstLight Provider Equipment located at the customer premises. FirstLight maintained and operated network monitoring tools will be used to record deviations of frame transit time. The FirstLight FDV Guarantee does not include FDV resulting from 3<sup>rd</sup> party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the FDV Guarantee is not met, Customer will receive a credit of 1/30th of the monthly recurring charge for the Ethernet Service at the impacted service location for each calendar day that FDV exceeded the FDV as listed within Table 1 - Service Level Criteria. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

**Table 1**  
**Service Level Criteria – Ethernet Services**

<b>High</b>				
<b>Availability</b>	<b>MTTR</b>	<b>Latency</b>	<b>FDV</b>	<b>Frame Loss</b>
99.9% (Single Path)	8	<5 msec intra-lata	<1 msec	<.001%
99.999% (Dual Path)	4	<5 msec intra-lata	<1 msec	<.001%

<b>Business</b>				
<b>Availability</b>	<b>MTTR</b>	<b>Latency</b>	<b>FDV</b>	<b>Frame Loss</b>
99.5% (Single Path)	8	<7msec intra-lata	<2 msec	<.01%
99.99% (Dual Path)	4	<7msec intra-lata	<2 msec	<.01%

<b>Commodity</b>				
<b>Availability</b>	<b>MTTR</b>	<b>Latency</b>	<b>FDV</b>	<b>Frame Loss</b>
99% (Single Path)	8	<8 msec intra-lata	<5 msec	<0.1%
99.9%	4	<8 msec intra-	<5 msec	<0.1%



(Dual Path)		lata		
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MTTR is mean time to repair and shall begin when FirstLight can safely access the Service facilities.

Latency is measured Intra-lata as sampled over a 30-minute interval.

IFDV is sampled over a 30-minute interval.

Frame Loss is sampled over a 30-minute interval.

**5. SLA Credits.** Total credits under the Service Level Agreement (“SLA”) are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are Customer’s sole remedy unless otherwise required by law when FirstLight fails to meet an SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that FirstLight failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a “Performance Claim” is a written notice sent to the designated representative of FirstLight advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with FirstLight with regard to account receivables in order to submit a performance claim.

**6. Other Services/Customer Specific Terms and Conditions.**

**FirstLight Provided Equipment.** FirstLight Ethernet Services may provide FirstLight-owned equipment, used to deliver the Services. All equipment at Customer premises installed and provided by FirstLight remains the property of FirstLight and may only be installed, serviced and maintained by an authorized FirstLight representative. FirstLight will coordinate with Customer to schedule service, but FirstLight reserves the right to take any action in connection with the equipment at any time for any reason. Customer must take precautions to protect such equipment and will be liable for any damage to the equipment subject to normal wear and tear. Customer may use FirstLight provided equipment only for FirstLight Ethernet Service. FirstLight has the absolute right to unrestricted access to recover any FirstLight provided equipment within ten (10) days of service termination. If Customer does not provide FirstLight unrestricted access to recover the equipment in a timely fashion, Customer agrees to immediately pay FirstLight the original cost of the equipment.

**7. Specified Term of Service and Pricing.** FirstLight shall provide term length and pricing for all products available in a service order as required. All service orders shall be approved in writing and signed by both parties prior to provisioning.

**Service Schedule H - FirstLight Cloud Computing Service**

**1. Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for, or has already installed, FirstLight Cloud Computing Service.

**2. Service Description.** FirstLight Cloud Computing Service provides computing resources in the following manner:

(A) Infrastructure as a Service computer processing and electronic data storage as detailed in the applicable Service Order(s).

(B) Software as a Service.

(i) Subject to the applicable license or use terms and conditions for the functionality provided (the "License Terms"), Customer will be provided with software applications and other computing or networking resources in order to perform various cloud computing processes that may include but are not limited to the following: disaster recovery, back-up and recovery, security, data vaulting and monitoring.

(ii) Provisioning of the Software as a Service applications may be through one or more of the following methods: Third Party Products, custom software development, integration services, implementation services, general consulting services and/or technical support. The License Terms for each of the Software as a Service functions will be set forth in an exhibit to the applicable Service Order defining the Software as a Service functionality.

(C) Backup and Recovery of Customer's Data. FirstLight is only responsible for backup of customer data to the extent that Customer purchases backup and recovery services. Furthermore, FirstLight's responsibility to Customers is limited by the parameters indicated on the applicable Service Order accepted by FirstLight for backup and recovery services.

(D) FirstLight does not have knowledge of the data stored within the customer Cloud Hosted Systems, including the quantity, value or use of the data. The customer is therefore responsible for taking all reasonable steps to mitigate the risks inherent in the provision of the Services. The Services that FirstLight has agreed to provide to assist the customer to mitigate such loss (if required) are set out in the Services Description which may include backup and/or disaster recovery services. FirstLight does not commit to back up the customer data unless the customer has purchased backup services. If the customer purchases backup or disaster recovery services, FirstLight does not commit to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. FirstLight does not warrant that the customer's use of the Services will be uninterrupted or error-free but will use all reasonable, commercially available remedies to recover data. IN ALL EVENTS, THE CUSTOMER RELEASES FIRSTLIGHT FROM LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

### 3. Service Levels.

**(A) Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight Cloud Computing Services on or before the Customer Commit Date specified for the particular FirstLight Cloud Computing Service. This Installation Service level may be affected by Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by FirstLight.

**(B) Availability Service Level for FirstLight Cloud Computing Services.** The availability service level for FirstLight Cloud Computing Service is 99.9%. In the event that any FirstLight Cloud Computing Service becomes unavailable as a result of FirstLight fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the Credit Schedule.

**For FirstLight Cloud Computing Service:  
Service Level Credit**

**00:00:01 – 00:45:00 No Credit**

**00:45:01– 04:00:00 5%**

**04:00:01 – 08:00:00 10%**

**08:00:01 –12:00:00 20%**

**12:00:01 –16:00:00 30%**

**16:00:01 – 24:00:00 40%**

**24:00:01 or greater 100%**

### 4. Access and Security

FirstLight Fiber, Inc. (FirstLight) is not responsible to the customer or any third party for unauthorized access to your data or the unauthorized use of Services. The customer is responsible for the use of the Services by any customer employee, any person the customer authorizes to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services even if such use was not authorized by the customer.

FirstLight utilizes commercially reasonable and acceptable means to protect customer systems and data based on standard best practices, including but not limited to:

- Data encryption (when available)

- Firewalls

- Intrusion identification and protection

- Sufficiently unique administrative passwords

- Hardened application systems

- Security audits as put forth by the yearly SOCII auditing report

### Software Licensing

Licensor reserves the right to increase licensing costs, if third-party software providers such as Microsoft or VMWare, etc., raise their rates during the term of this agreement. Any pass-through rate increases for Licensing would be adjusted on a semi-annual basis, during the term of this agreement.

## Service Schedule J - FirstLight Data Center/Colocation License

### 1. Grant of License.

1.1 **General.** FirstLight or "Licensor" (i) grants to Customer or "Licensee" a license (the "**License**") to use the space located at [insert address] (the "**Facilities**") to colocate Licensee's computer and communications equipment (the "**Equipment**") therein, and (ii) agrees to perform the service(s) set forth in the relevant Service Order (the "**Services**"), in each case subject to and upon the terms and conditions of this Agreement, and in each case for the applicable Order Term (as set forth in the applicable Service Order). Licensee acknowledges and agrees that any Services may be performed by Licensor, an affiliate of Licensor, or an independent contractor or contractors on behalf of Licensor.

1.2 **Rights Reserved to Licensor.** To the extent that Licensee is not the sole Licensee in the Facilities, Licensor reserves the right, in accordance with the provisions of this Section 1.2, to relocate any portion of the Facilities within the Datacenter in which the applicable Facilities is located (or within any expansion of such Datacenter located within the Building) without effecting an eviction or disturbance of Licensee's use or possession or giving rise to any claim for setoffs or abatement of any amount due under this Agreement. Upon the occurrence of any relocation in accordance with such right, (a) the prior Facilities (in the applicable Order) will, upon the completion of such relocation, no longer be deemed to be the "Facilities" under such Order thereunder; and (b) the new Facilities will, upon the completion of such relocation, be deemed to be the "Facilities" under such applicable Order thereunder. Licensor shall use commercially reasonable efforts to effect such relocation or reconfiguration in a manner that minimizes any interruption or adverse effect on Licensee's telecommunications systems. Licensor shall provide Licensee no less than thirty (30) calendar days' prior notice of all such relocations or reconfigurations. Following receipt of such notice, if said relocation or reconfiguration requires the movement of any of Licensee's equipment or property, Licensee shall relocate Licensee's equipment or property to a new location designated by Licensor within the Datacenter in which the applicable Facilities is located (or within any expansion of such Datacenter located within the Building). Licensor shall reimburse Licensee for all reasonable out-of-pocket costs actually incurred by Licensee in relocating its equipment or property. Licensee's right to reimbursement to the extent provided above in this Section 1.2 shall be Licensee's sole remedy in the event Licensor elects to relocate the Facilities, and Licensee shall not be entitled to any additional compensation or damages for loss of, or interference with, Licensee's business or use or access of all or any part of the Facilities resulting from such relocation.

2. **Policies and Procedures.** The Policies and Procedures of the Building in effect as of the Effective Date are attached hereto as Schedule 1 (the "**Policies and Procedures**") and are hereby incorporated into this Agreement. Licensee shall comply with the Policies and Procedures at all times during the **Term**. Licensor reserves the right, from time to time, to amend the Policies and Procedures then in effect, which amendments shall become effective as to Licensee upon written notification by Licensor provided such additions or amendments do not materially diminish Licensee's rights under the Agreement or alter the rates and charges payable by Licensee under this Agreement. If there shall be any inconsistencies between this Agreement and the Policies and Procedures, the provisions of this Agreement shall prevail. Licensor reserves the right to increase licensing costs, if third-party software providers such as Microsoft or VMWare, raise

their rates during the term of this agreement. Any pass-through rate increases for Licensing would be adjusted on a semi-annual basis, during the term of this agreement.

**3. Electrical Power; Environmental Conditions; Service Level Agreement.** Licensors agree to provide electrical power to the Facilities sufficient to meet the Basic Capacity (the “**Basic Capacity Threshold**”; also referred to herein as “**Basic Capacity**”). The obligation of Licensors to provide electricity to the Facilities shall be subject to the rules, regulations and requirements of the supplier of such electricity and of any Governmental Authorities regulating providers of electricity and shall be limited, except as expressly set forth in the next sentence, to providing power sufficient to meet the Basic Capacity Threshold. For the avoidance of doubt, Licensee agrees that each of the electrical power circuits for the Facilities is limited to 80% of its rated capacity (e.g., for a 20 Amp 208 Volt electrical circuit (A-primary, and B-redundant), the maximum capacity that can be drawn is 3.328 kW). Accordingly, Licensee agrees that Licensee shall not draw more than 80% of each such electrical power circuit’s rated capacity at any time. Licensors shall furnish heating, ventilation and air conditioning (“**HVAC**”) to the Datacenter sufficient to cause the average temperature and humidity of the Datacenter to meet the HVAC Specifications, as more particularly described on **Schedule 2** (also referred to herein as the “**SLA**”). The obligation of Licensors to provide HVAC to the Datacenter shall be limited to providing HVAC sufficient to meet the HVAC Specifications. As it relates to (a) interruptions of electrical power, and/or (b) failures with regard to environmental conditions of the Facilities, the SLA will exclusively govern and control and shall be Licensee’s sole and exclusive remedies for any such failure; and Licensee hereby waives any other rights or remedies relating thereto at law, in equity or under this Agreement.

**3.1 Basic Capacity Threshold.** Licensee’s actual Basic Capacity for the Facilities, as reasonably determined by Licensors pursuant to such measurement method or methods as Licensors shall employ from time to time (including, without limitation, the use of sub-meters and/or pulse meters, electrical surveys, engineer’s estimates and/or branch circuit monitoring), shall not at any time, exceed the Basic Capacity. The power drawn by all of Licensee’s Equipment shall be included in the calculation of Licensee’s actual Basic Capacity for the Facilities. In the event that the power usage in the Facilities exceeds the Basic Capacity (a “**Basic Capacity Overage**”), Licensee agrees to take immediate action to cause power consumption in the Facilities to be at or below the Basic Capacity level upon the submission by Licensors of an e-mailed notice to Licensee at the address set forth on the signature page of the Order (without the need for follow-up notice by any other method) from Licensors (which may occur by virtue of Licensors’ building management system) notifying Licensee of a Basic Capacity Overage. In addition to Licensors’ remedies set forth in Section 10.1, below, if Licensee fails to cure a Basic Capacity Overage within twelve (12) hours (the “**BC Cure Period**”) following Licensee’s receipt of such Basic Capacity Overage notification e-mail, then Licensee agrees to pay Licensors the BC Overage Penalty (defined below), within thirty (30) days after Licensee’s receipt of written demand therefor. The “**BC Overage Penalty**” shall mean and refer to the sum of \$500.00 for each twenty-four (24) hour period (or part thereof) following the BC Cure Period, during which any Basic Capacity Overage is continuing.

**3.2 Electricity Charges.** Electrical power costs are charged to Licensee as set forth in the applicable Order. FirstLight reserves the right to increase electric rates if the electric utility raises their rates during the term of this agreement. Any pass-through rate increases for Electricity will be adjusted on a semi-annual basis, during the term of this agreement.

**4. Condition of Facilities.** Licensee understands that, aside from any work and/or installations expressly described in the applicable Order, the applicable **Facilities** are provided on an "AS-IS" basis, and Licensor makes no representation or warranty that the Facilities are suitable or fit for Licensee's intended purpose. Licensee acknowledges that: (a) Licensee has made such investigations as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its use of the Facilities and Services, (b) neither Licensor, Licensor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Agreement or any Order, and (c) Licensor is under no obligation to perform any work or provide any materials to prepare the Facilities or the Building (as defined in the applicable Order) for Licensee. **WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY STATED HEREIN.**

**5. Equipment; Surrender.**

**5.1 During Term.** Licensee agrees to install and remove Equipment into and out of the Facilities in strict compliance with the Policies and Procedures.

**5.2 Termination.** Upon the expiration or earlier termination of the applicable Order, Licensee shall quit and surrender possession of the Facilities to Licensor in good order and clean condition, reasonable wear and tear excepted and shall promptly remove all Equipment from the Facilities and from the Building in accordance with the Policies and Procedures. If Licensee fails to do so within five (5) days of such expiration or termination, Licensor may treat the Equipment as abandoned and either charge Licensee for the removal and/or storage costs or dispose of the Equipment in any manner that Licensor shall elect. For the avoidance of doubt, in the case of any sale of the Equipment by Licensor, to the extent permitted by applicable law, Licensee shall not be entitled to receive the proceeds of such sale. Licensor has no duty to preserve or care for any Equipment abandoned or deemed abandoned hereunder, and Licensee hereby waives and releases, and indemnifies Licensor with regard to, any claims it (or any other party) may have in connection with any such removal, storage or sale. Any wiring or other electrical components installed in the subfloor or overhead area of the Facilities to support the operation of the Equipment may be removed by Licensor after the expiration of the Order Term at Licensee's sole cost and expense. The cost of removal of such wiring or electrical components may be deducted by Licensor from any deposits held by Licensor in connection with the Agreement or billed to Licensee. Licensee shall pay any such fees promptly upon receipt of a bill therefor.

**5.3 Holdover.** Should Licensee not surrender the Facilities in accordance with the terms of this Agreement and the applicable Order on or before the expiration or earlier termination of such Order, Licensee shall be deemed to be occupying the entire Facilities as a tenant-at-sufferance (i.e., Licensor shall be permitted to cause Licensee to surrender and vacate at any time). During such holdover period, Licensee shall pay to Licensor (a) one hundred percent (100%) of the elements of any additional Fees attributable to the Facilities, and (b) monthly Base License Fees attributable to the Facilities in an amount equal to the greater of (i) the then-current rate being charged by Licensor for similar space and services, and (ii) one hundred fifty percent

(150%) of the scheduled Base License Fees payable by Licensee to Licensors during the month of the Order Term immediately preceding the expiration date.

#### 5.4 **Waiver and Indemnity.**

(a) Licensee acknowledges (i) that the total value of the Equipment and its anticipated revenues at, or as a result of its use of, the Facilities far exceed the total consideration payable to Licensors under this Agreement, and (ii) that Licensee has reviewed this indemnification language with legal counsel and is entering into this Agreement understanding the limited liability of Licensors as provided in this Agreement. Licensee agrees and acknowledges that its use of the Equipment and Facilities is at its sole risk, and hereby absolves and fully releases Licensors, its employees, affiliates, agents and representatives from any and all cost, loss, damage, expense, liability and causes of action, whether foreseeable or not, from any cause whatsoever, that Licensee may suffer to its Equipment or personal property located at the Facilities. Licensee shall indemnify, protect, defend and hold harmless Licensors and its agents, partners and lenders, from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "**Claims**") arising out of, involving or in connection with (i) the use and/or occupancy of the Facilities or Building by Licensee or its employees, agents, representatives and/or Licensees, and (ii) any negligent acts or omissions of Licensee or its employees, agents, representatives and/or Licensees, in each case, other than to the extent resulting from Licensors' gross negligence or willful misconduct. If any action or proceeding is brought against Licensors by a third party by reason of any of the foregoing matters, Licensee shall upon notice defend the same at Licensee's expense by counsel reasonably satisfactory to Licensors and Licensors shall cooperate with Licensee in such defense. Licensors need not have first paid any such Claim in order to be defended or indemnified.

(b) Licensors shall have no liability or responsibility for the content of any communications transmitted via third party services, and Licensee shall, indemnify, protect, defend and hold Licensors harmless from any and all Claims (including Claims by any Governmental Authority seeking to impose penal sanctions) related to such content or for Claims by third parties relating to Licensee's use of the Facilities.

#### 5.5 **Liability with respect to the Facilities; Limitations on Consequential Damages.**

Licensors shall not be liable for injury or damage to persons or goods, data or other property of Licensee, Licensee's employees, contractors, invitees, Licensees, or any other person in or about the Facilities, whether such injury or damage results from conditions arising within the Facilities, or from other sources or places, other than damages proximately caused by reason of Licensors' gross negligence or willful misconduct. Licensors shall not be liable for any damages arising from any act or neglect of any other Licensee of Licensors. Notwithstanding any other provision of this Agreement, neither Licensors nor Licensee shall be liable to the other party for any first party or third party indirect, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost rents or other revenues, lost data, failed communications, or the cost of purchasing replacement services, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring) arising out the performance or failure to perform Licensors' or Licensee's obligations under this Agreement, as applicable, however caused, on any theory of liability, whether in an action in contract, strict liability, tort or otherwise, and whether or not the party has been advised of the possibility of such damage.

## **6. Casualty and Condemnation.**

6.1 In the event of material damage to, destruction of or condemnation of the Building or the Facilities, Licensors shall have the right, in Licensors's sole discretion, to terminate this Agreement upon notice to Licensee. In any such termination by Licensors, Licensors shall have no further obligations to Licensee under this Agreement, except for those that expressly survive termination.

6.2 In the event of material damage to, or destruction or condemnation of, the Building or the Facilities, which, according to Licensors, will take longer than 60 days to restore, Licensee shall have the right, in Licensee's sole discretion, to terminate the Agreement upon notice to Licensors within ten (10) days after receipt of notice from Licensors of the estimated amount of time to restore. Upon delivery of such notice, neither party shall have any further obligations to the other under the Agreement, except for those that expressly survive termination. Notwithstanding the foregoing, in the event of an occurrence of the type described in this Section 9.2, Licensee shall be precluded from exercising its rights under the SLA.

6.3 In the event that this Agreement is not terminated pursuant to Sections 9.1 or 9.2, above, Base License Fees shall be abated proportionately during such restoration period, to the extent that the Facilities (i) is unfit for use by Licensee in the ordinary conduct of Licensee's business, and (ii) actually is not used by Licensee.

**7. Brokers.** Each party hereto represents to the other that it has not engaged, dealt with or been represented by any broker in connection with this Agreement other than the brokers specified in the applicable Order. Each of Licensors and Licensee shall each indemnify, defend (with legal counsel reasonably acceptable to the other), protect and hold harmless the other party from and against all Claims related to any Claim made by any other person or entity for any commission or other compensation in connection with the execution of this Agreement or the leasing of the Facilities to Licensee if based on an allegation that claimant dealt through the indemnifying party. The provisions of this Section 13 shall survive the termination of this Agreement.

**8. Liens.** Licensee shall keep the Facilities free from any liens and shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee at or for use on or in the Facilities.

## **9. Miscellaneous.**

9.1 **Survival.** Sections 7 (Removal of Equipment), 8.2 (Indemnity), 9.3 (Liability with respect to the Facilities; Limitations on Consequential Damages), 13 (Brokers), 15.4 (Limitations on Liability) and 16.12 (Attorneys' Fees) shall survive the expiration or earlier termination of the Agreement.

9.2 **Subordination; Estoppel Certificates.** This Agreement shall be subject and subordinate to any ground lease, mortgage, deed of trust or other hypothecation or security device now or hereafter placed upon the Facilities or the Building (collectively, "**Security Device**"), to any and all advances made on the security thereof and to all renewals,



modifications, and extensions thereof. Licensee agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Licensors under the Agreement. Licensee agrees that, in the event that any such holder of a Security Device or any purchaser at a foreclosure sale or any entity that receives a transfer of the Building by a conveyance in lieu of foreclosure of the Building ("**New Owner**") and/or otherwise succeeds to the rights of Licensors under this Agreement, then Licensee recognize New Owner as the Licensors under this Agreement for the remainder of the term hereof, and Licensee shall perform and observe its obligations hereunder, provided that such New Owner shall not disturb Licensee's use and occupancy of the Facilities so long as Licensee is not in breach of its obligations under this Agreement. Upon written request from Licensors or Lender in connection with a sale, financing or refinancing of the Building, Licensee shall execute such further writings as may be reasonably required to separately document any subordination provided for herein. In addition, Licensee shall, within ten (10) days after the written notice from Licensors, execute, acknowledge and deliver to Licensors an estoppel certificate in the form requested by Licensors or any Lender, together with any additional information, confirmation and/or statements reasonably requested by Licensors.

### **Data Center/Colocation Policies and Procedures**

1. The Facilities is to be used by Licensee solely for lawful purposes in accordance with these Policies and Procedures and the other terms and conditions of the Agreement.
2. Licensee Access – Licensee shall designate in writing, up to three primary contacts (each a "**Primary Contact**") having authorization to add/remove Licensee's Parties from Licensee's Licensee access list. Primary Contacts will be provided with a login account to manage Licensee's Licensee access list. Only individuals whose names appear on the Licensee access list (each, an "**Authorized Licensee Rep**") will be granted access to or permitted to submit work orders or requests to Licensors relating to the Facilities or the Building. It is the responsibility of Licensee to manage the Licensee access list and to inform Licensors's security personnel if any Authorized Licensee Rep ceases to be a Licensee Party.
3. Licensee acknowledges that the security and access provisions employed by Licensors or an independent contractor on behalf of Licensors shall not be construed as Licensors's acceptance of responsibility or liability for the security of persons or property within the Building or the Facilities. Licensors does not guaranty the security of Licensee's property or the Equipment. Licensors may require access to the Facilities in order to install or maintain infrastructure systems to support the Building and the Building systems.
4. The Primary Contact is responsible for adding each Authorized Licensee Rep to the Licensee access list in advance of the Authorized Licensee Rep's visit to the Building. A temporary access card (valid through the next calendar day) will be issued to an Authorized Licensee Rep only once proof of identity has been provided (e.g. by a valid government-issued photo ID) by such Authorized Licensee Rep. Individuals who cannot or do not provide a valid government-issued photo ID will not be permitted access to the Building or the Facilities. Any visitor to the Building or the Facilities whose name does not appear on the Licensee access list must be accompanied at all times by an Authorized Licensee Rep. All Licensors-

issued identification must be worn at all times while in the Building. Any access card may be used only by the individual to whom it has been issued for obtaining access to the Building and the Facilities. Access cards may not be loaned or exchanged between individuals for any reason. Abuse or misuse of access cards may result in removal of the entrant from the Building and denial of future access. Except as provided in this Paragraph 4, at no time shall Licensee or any Authorized Licensee Rep grant access to the Building or the Facilities to anyone.

5. All authorized individuals must register their entry to a data center by presenting their access card to the card reader controlling such data center's access doors. Visitors will be provided a visitor access card that is inactive and shall have an Authorized Licensee Rep escort at all times while in the Building.
6. Licensee shall cooperate in maintaining the security of the Building and the Facilities by restricting access to authorized personnel and complying with all security policies of Licensor.
7. Licensee, Authorized Licensee Reps, authorized visitors and guests shall not obstruct corridors, halls, stairways, sidewalks, building entrance ramps or site driveways at any time. Corridors, halls, stairways, sidewalks, building entrance ramps and site driveways shall be used for egress and ingress only. There shall be no congregating in hallways.
8. No Unauthorized Photography – Any person wishing to take photographs inside the Building or of any electrical or mechanical equipment located outside of the Building must obtain permission to do so from Licensor in advance. Authorization may be obtained by sending an email to Licensor's Network Operations Center at [NOC@FirstLight.net](mailto:NOC@FirstLight.net) (or such other email address designated by Licensor from time to time). Security personnel will escort any person authorized to take photographs to ensure that only images of authorized areas and equipment are captured.
9. Parking – To the extent that Licensee is specifically granted parking rights under the Agreement, only Licensee and Licensee's Parties may access the Building parking areas. Parking is permitted on a first come first serve basis while conducting business in the Building only. For safety purposes, over-sized vehicles are prohibited from parking in the parking areas. Licensee vendors and/or contractors shall not have access to the parking areas unless otherwise approved by Licensor. Licensee and its employees shall not allow any unauthorized persons to have access to the parking area. Licensee and Licensee's Parties shall park in the designated parking spaces. Any vehicles parked outside the designated areas will be subject to removal from the parking area at owner's expense.
10. Licensee is responsible for installation of the Equipment. All of the Equipment must fit inside the Facilities. All Equipment must be positioned so that it complies with Licensor's established hot and cold aisles configurations. All Equipment must be UL approved. All cabling used by Licensee must meet national electrical and fire standards. All cables must be clearly labeled. Licensee shall not place or leave any Equipment or other items outside the Facilities without the express written consent of Licensor.
11. Licensee shall maintain the Facilities in a neat and orderly manner and shall promptly remove all trash, packing materials, boxes, etc. that Licensee has brought or had delivered to the Building.

12. Upon the expiration or earlier termination of the Agreement, Licensee shall remove all Equipment from the Facilities and shall repair, or reimburse Licensor for the reasonable costs to repair any damage caused by Licensee during the course of any such removal.
13. The following items are banned from the Building, and Licensee agrees not to bring these items into the Building or the Facilities: alcohol, controlled substances, explosives, flammable liquids, gases or chemicals, tape recorders, chemical agents, weapons of any kind, wet cell batteries and all similar equipment and materials. Additionally, Licensee shall not allow Authorized Licensee Reps or visitors to take pictures or record video with a phone or any other device with the functionality of a camera, except as provided in Section 8, above. There is no smoking permitted in the Building. There is also no smoking permitted within 25ft of the front entrance to the Building. There will be a designated smoking area adjacent to the loading dock. No food or drink will be allowed in the Facilities.
14. Building entrants are prohibited from accessing or in any way altering Licensor's equipment, systems or infrastructure without the express written consent of Licensor. Licensor reserves the right to remove and deny future access to any entrant who has, in Licensor's sole judgment, violated this provision.
15. Licensee shall maintain and operate the Equipment in a safe manner, so as to avoid interference, physical or electronic, with other occupants of the Building and their equipment and with Licensor's equipment. Licensee shall not disrupt, adversely affect or interfere, physically or electronically, with other Licensees of space in the Building or with any other Licensee's use and enjoyment of such Licensee's facilities within the Building. Additionally, Licensee shall not disrupt, adversely affect or interfere, physically or electronically, with Licensor's equipment or any of the common areas of the Building.
16. Any interference, physical or electronic, with Licensor's equipment and/or the equipment of other Licensees of the Building due to the installation, operation, maintenance replacement or repair of the Equipment may result in the immediate disconnection and removal of such Equipment by Licensor, at Licensee's sole risk, cost and expense. Licensor reserves the right to take any other reasonable actions to prevent such interference.
17. Licensor may, in Licensor's sole discretion and at Licensor's expense, change the configuration of the common areas of the Building. Licensor and Licensee shall cooperate in good faith to minimize any disruption in Licensee's operations that might be caused by such changes in the configuration of the Building.
18. Work Orders – Licensee will be required to send an e-mail request to [Information@FirstLight.net](mailto:Information@FirstLight.net) (or such other email address designated by Licensor from time to time) in connection with any proposed changes to Licensee's use or configuration of the Facilities. Upon submission of such request, Licensor will evaluate the request and return a written estimate and schedule for the work. All work orders requiring changes to the existing Agreement will require an Amendment to the Agreement, which may be in the form of a written change or "add on" order, and must be approved by Licensee and executed by Licensee and Licensor prior to any work being performed in the Facilities.

19. Remote Hands - Licensee shall access Remote Hands by contacting the Licensor's Licensee Services Center (or such other email address designated by Licensor from time to time). All written instructions shall be submitted along with the ticket.
20. Licensee Services Center Call In - Licensor shall provide a Licensee Services Center phone number to Licensee. The Licensee Services Center will create a ticket that will be sent via e-mail to Licensee and to the datacenter technician on site. The Licensee Services Center will monitor the ticket and notify Licensee when the ticket item is closed or escalated to the appropriate level based on escalation procedures.
21. Shipping and receiving – It is the Licensee's responsibility to notify Licensor of the impending receipt of any shipments addressed to Licensee. Licensor, or an independent contractor on behalf of Licensor, will receive Licensee-supplied equipment for a limited period of time and store it in a holding area subject to size, weight and availability. Licensor, or an independent contractor on behalf of Licensor, will release a shipment to an Authorized Licensee Rep only upon obtaining an authorized signature and verifying identity. Security personnel shall use commercially reasonable efforts to monitor incoming and outgoing packages to ensure that goods entering and leaving the holding area are accompanied by duly completed documentation. Once Licensor has released a shipment to Licensee or an Authorized Licensee Rep, Licensor is no longer responsible for tracking the shipment, and it becomes Licensee's responsibility. All shipments must be provided to Licensor, or an independent contractor designated by Licensor, ready-to-ship. Once the Licensor has released a shipment to Licensee's approved carrier, Licensor shall have no further responsibility for the shipment or the tracking of the shipment, and all liability and responsibility thereafter shall be Licensee's.
22. Licensee shall not inscribe, paint or affix advertisements, identifying signs or other notices on any part of the corridors, doors, public areas, common areas, the Facilities or any portion thereof without prior approval of Licensor.
23. Subject to terms of the Agreement, Licensee shall be allowed to use the common areas of the Building (bathrooms, coffee station, hallways, etc.). Licensee and Licensee's Parties shall not conduct activities in common areas that interfere with the activities of other Licensees of the Building or Licensor. Licensee shall make a concerted effort to keep all such areas clean and neat at all times. Licensee and Licensee's Parties shall use the common areas of the Building only for their designated purposes.
24. Failure by Licensee or Licensee's Parties to materially comply with the Policies and Procedures in effect from time to time may result in (a) removal of Licensee or any Licensee Party from the Building, (b) restriction of Licensee's access to the Building, (c) impositions of additional charges, and/or (d) termination of the Agreement.
25. If Licensor provides any software licensing, the Licensor reserves the right to increase licensing costs, if third-party software providers such as Microsoft, VMWare or other, raise their rates during the term of this agreement. Any pass-through rate increases for Licensing would be adjusted on a semi-annual basis, during the term of this agreement.

### **Data Center/Colocation Service Level Agreement (SLA)**

This Service Level Agreement (this "SLA") provides certain abatement to Licensee in the event of certain Failures (as defined below). This SLA applies only to the Space set forth in this MSA and applicable Order, and applies only to the dedicated suite, cage and cabinet Space (and not to conduit or inner-duct or other Space). An individual cage or cabinet that is part of the Space under this MSA and applicable Order is sometimes referred to herein as the "Individual Space." Notwithstanding anything to the contrary, the abatement described in this SLA shall be Licensee's sole and exclusive remedy in connection with the Failures (as defined below), and Licensee shall not have any other Claims, rights or remedies in law or equity, and Licensor shall not have any other liabilities. In connection with any Failures, Licensee hereby waives all other Claims, rights and remedies. Under no circumstances shall Licensor have any liability to a third party and shall be indemnified fully as to any such claims consistent with the terms of the Parties' MSA.

#### **I. Power Availability.**

##### **A. Power Failure.**

(i) **Redundant UPS-Level 1 Power Failure.** A "Redundant UPS-Level 1 Power Failure" shall be deemed to have occurred on a particular day if any particular Redundant UPS Power Circuit (as defined below) licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) is unavailable to Licensee (on both the A Circuit and B Circuit) for more than one (1) second at the demarcation point (i.e., the receptacle to which the applicable licensed electrical service is delivered) in the applicable Equipment (the "Demarcation Point"), provided that such unavailability simultaneously occurs and continues with respect to both the primary A power circuit (the "A Circuit") and the redundant B power circuit (the "B Circuit") at all times in question. A "Redundant UPS Power Circuit" is defined as an A Circuit together with its corresponding B Circuit (not including any panel redundant circuits).

(ii) **Redundant UPS-Level 2 Power Failure.** A "Redundant UPS-Level 2 Power Failure" shall be deemed to have occurred in a particular calendar month if any particular Redundant UPS Power Circuit licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) is unavailable to Licensee (on both the A Circuit and B Circuit) for more than twenty-six (26) cumulative seconds in any calendar month at the Demarcation Point, provided that such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.

(iii) **Single/Panel Redundant-Level 1 Power Failure.** A "Single/Panel Redundant-Level 1 Power Failure" shall be deemed to have occurred in a particular calendar month if any particular single power circuit (with only an A Circuit, and no B Circuit) (a "Single Circuit") licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) or any particular redundant panel power circuit with both an A Circuit and a B Circuit (a panel "Redundant Circuit"), licensed by Licensee from Licensor (and otherwise used by

Licensee in the ordinary course of business immediately prior to the unavailability), is unavailable to Licensee for more than twenty-six (26) cumulative seconds in any calendar month at the Demarcation Point, provided that, with respect to any such Panel Redundant Circuit, such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.

(iv) **Single/Panel Redundant-Level 2 Power Failure.** A "Single/Panel Redundant-Level 2 Power Failure shall be deemed to have occurred in a particular calendar month if *any* particular Single Circuit licensed by Licensee from Licensors (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability), or any particular Panel Redundant Circuit licensed by Licensee from Licensors (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability), is unavailable to Licensee for more than two hundred seventy (270) cumulative seconds in any calendar month at the Demarcation Point, provided that, with respect to any such Panel Redundant Circuit, such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.

A Redundant UPS Level 1 Power Failure, Redundant UPS- Level 2 Power Failure. Single/Panel Redundant-Level 1 Power Failure and Single/Panel Redundant-Level 2 Power Failure are each referred to herein as a **"Power Failure."**

B. Abatement to Licensee.

(i) **Redundant UPS-Level 1 Power Failure.** In the event any Redundant UPS-Level 1 Power Failure occurs on any particular day, then, with respect to the Redundant UPS Power Circuit that is the subject of the Redundant UPS-Level 1 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for that particular day shall be partially abated by the Daily Circuit Abatement Amount (as defined below). The "Daily Circuit Abatement Amount is defined as the pro rata Monthly License Fees for the affected Individual Space for that particular day, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits (as defined below). Total Power Circuits is defined as the total number of power circuit pairs (i.e., an A Circuit and its corresponding B Circuit would equal 1 circuit pair), plus the total number of Single Circuits licensed by Licensee from Licensors in connection with such Individual Space.

(ii) **Redundant UPS-Level 2 Power Failure.** In the event any Redundant UPS-Level 2 Power Failure occurs on any particular day (a "Redundant UPS-Level 2 Power Failure Day"), then, with respect to the Redundant UPS Power Circuit that is the subject of the Redundant UPS-Level 2 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for the particular calendar week in which the Redundant UPS-Level 2 Power Failure Day occurs shall be partially abated by the Weekly Circuit Abatement Amount (as defined below). The "Weekly Circuit Abatement Amount" is defined as the pro rata Monthly License Fees for the affected Individual Space for that particular calendar week, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits.

(iii) **Single/Panel Redundant-Level 1 Power Failure.** In the event any Single/Panel Redundant Level 1 Power Failure occurs on any particular day, then, with respect to each Single Circuit (if any), or each Panel Redundant Circuit (if any), that is the subject of the Single/Panel Redundant-Level 1 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space *for* that particular day shall be partially abated by the Daily Circuit Abatement Amount.

(iv) **Single/Panel Redundant- Level 2 Power Failure.** In the event any Single/Panel Redundant-Level 2 Power Failure occurs on any particular day (a "Single Panel Redundant-Level 2 Power Failure Day") then, with respect to each Single Circuit (If any), or each Panel Redundant Circuit (if any), that is the subject of the Single/Panel Redundant-Level 2 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for that particular calendar week in which the Single/Panel Redundant-Level 2 Power Failure *Day* occurs shall be partially abated by the Weekly Circuit Abatement Amount.

(v) **Total Abatement.** Notwithstanding anything to the contrary set forth in this SLA, (i) in no event shall the total abatement in any one (1) calendar month under this Article I for any Individual Space exceed the Monthly License Fees payable for that Individual Space for that calendar month (notwithstanding the amount or length of any Power Failures in that month or otherwise); in the event there would otherwise be abatement under this Article I in excess of such Monthly License Fees for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; (ii) in no event shall the total abatement under this Article I for the applicable Individual Space on any one (1) day exceed the pro rata Monthly License Fees payable for that Individual Space for that day (notwithstanding the amount or length of any Power Failures on that day or otherwise); in the event there would otherwise be abatement under this Article I In excess of such Monthly License Fees for that day, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; (iii) in no event shall the total abatement under this Article I in any one (1) calendar month for any individual power circuit exceed the Monthly Circuit Cap (as defined below) (notwithstanding the amount or length of any Power Failures relating to that power circuit or otherwise); in the event there would otherwise be abatement with respect to a particular power circuit in excess of the Monthly Circuit Cap, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; and (iv) in no event shall the total abatement with respect to any individual power circuit on any one (1) day exceed the Daily Circuit Cap (as defined below) (notwithstanding the amount or length of any Power Failures relating to that Power Circuit or otherwise); in the event there would otherwise be abatement with respect to a particular power circuit in excess of the Daily Circuit Cap, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect. The "Monthly Circuit Cap" is defined as the Monthly License Fees for -the Individual Space In question for the applicable calendar month, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits. The "Dally Circuit Cap" is defined as the pro rata Monthly License Fees for

the Individual Space In question for the applicable day, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits.

II. **Environmental Stability.**

A. **ES Failure.**

(i) **Humidity-Level 1 Failure.** A "Humidity- Level 1 Failure" shall be deemed to have occurred on a particular day if (A) conditioned air provided by Licensor on that day to a cold aisle reasonably designated by Licensor in the applicable Individual Space (a "Cold Aisle") exceeds 70% relative humidity for more than twenty-four (24) consecutive hours, or is below 30% relative humidity for more than twenty-four (24) consecutive hours, all as measured by Licensor's humidity sensors, and (B) the Equipment In the applicable Individual Space (which Is then being used by Licensee in the ordinary course of business) Is materially and adversely affected thereby.

(ii) **Humidity-Level 2 Failure.** A "Humidity- level 2 Failure" shall be deemed to have occurred on a particular day if (A) conditioned air provided by Licensor on that day to a Cold Aisle exceeds 80% relative humidity, or is below 20% relative humidity, all as measured by Licensor's humidity sensors, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.

(iii) **Temperature-Level 1 Failure.** A "Temperature-Level 1 Failure" shall be deemed to have occurred on a particular day if (A) sustained temperatures In a Cold Aisle exceed 80.6 degrees Fahrenheit, as measured by Licensor's temperature sensors, and such temperatures in -such Cold Aisle in excess of 80.6 degrees Fahrenheit continue for a period of more than twenty-four (24) consecutive hours, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.

(iv) **Temperature-Level 2 Failure.** A "Temperature-Level 2 Failure" shall be deemed to have occurred on a particular day If (A) sustained temperatures in a Cold Aisle exceed 89.6 degrees Fahrenheit, as measured by Licensor's temperature sensors, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.

A Humidity-Level 1 Failure, Humidity-Level 2 Failure, Temperature-Level 1 Failure, and Temperature-Level 2 Failure are each referred to herein as an "**ES Failure.**"

B. **Abatement to Licensee.**

(i) **Humidity-Level 1 Failure.** In the event any Humidity Level 1 Failure occurs on any particular day, then Licensee's Monthly License Fees for the affected Individual Space in question shall be partially abated for that particular day by the Daily ES Abatement Amount (as defined below). The "**Daily ES Abatement Amount**" is defined as the Monthly License Fees for the affected Individual Space in question for that particular day, multiplied by a fraction, the numerator of which is the square footage of the portion of the affected Individual Space that is the subject of the ES Failure (as such portion



Is reasonably determined by Licensor), and the denominator of which Is the total square footage of the affected Individual Space.

(ii) **Humidity-Level 2 Failure.** In the event any Humidity-Level 2 Failure occurs on any particular day (a "Humidity- Level 2 Failure Day"), then Licensee's Monthly License Fees for the affected Individual Space for the particular calendar week in which the Humidity-Level 2 Failure Day occurs shall be partially abated by the Weekly ES Abatement Amount (as defined below). The "Weekly ES Abatement Amount" Is defined as the pro rata Monthly License Fees for the affected Individual for that particular calendar week, multiplied by a fraction, the numerator of which Is the square footage of the portion of the affected Individual Space that Is the subject of the ES Failure {as such portion Is reasonably determined by Licensor), and the denominator of which is the total square footage of the affected Individual Space.

(iii) **Temperature-Level 1 Failure.** In the event any Temperature-Level 1 Failure occurs on any particular day, then Licensee's pro rata Monthly License Fees for the affected Individual Space in question shall be partially abated for that particular day by the Daily ES Abatement Amount.

(iv) **Temperature-Level 2 Failure.** In the event any Temperature-Level 2 Failure occurs on any particular day (a "Temp-level 2 Failure Day"), then Licensee's pro rata Monthly License Fees for the affected Individual Space for the particular calendar week In which the Temp-Level 2 Failure Day occurs shall be partially abated by the Weekly ES Abatement Amount.

(v) **Total Abatement.** Notwithstanding anything to the contrary set forth in this SLA, (A) in no event shall the total abatement under this Article II for the applicable Individual Space in any one (1) calendar month exceed the Monthly License Fees payable for that Individual Space for that calendar month (notwithstanding the amount or length of any ES Failures in that month or otherwise); in the event there would otherwise- be abatement under this Article II in excess of such Monthly License Fees for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect and (B) in no event shall the total abatement under this Article II for the applicable Individual Space on any one (1) day exceed the pro rata Monthly License Fees payable for that Individual Space for that day (notwithstanding the amount or length of any ES Failures on that day or otherwise); in the event there would otherwise be abatement under this Article II In excess of such pro rata Monthly License Fees for that day, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

### III. **Connectivity Availability.**

A. **Connectivity Failure.** A "Connectivity Failure" shall be deemed to have occurred on a particular day if (A) Licensor falls to use commercially reasonable efforts to ensure that all of Licensor's critical pathways and Main Distribution Frame equipment in the Data Center are properly operating, and (B) as a result of such failure, either (i) a redundant

cross connection licensed by Licensee from Licensor in the applicable Individual Space is unavailable and interrupted on both the primary and redundant connections (simultaneously) for more than twenty-six (26) cumulative seconds within a calendar month after Licensor receives notice of any such failure.

**B. Abatement to Licensee.**

(i) **Connectivity Failure.** In the event any Connectivity Failure occurs on any particular day (a "Connectivity Failure Day"), then Licensee's Monthly Service Fees for the affected cross connection, or the affected connection, as applicable, for the particular calendar month in which the Connectivity Failure Day occurs shall be abated.

(ii) **Total Abatement.** Notwithstanding anything to the contrary set forth in this Article III, (A) in no event shall the total aggregate abatement under this Article III for any particular cross connection in any one (1) calendar month exceed the Monthly Service Fees payable by Licensee for that month for the cross connection in question (notwithstanding the amount or length of any Connectivity Failures with respect to such cross connection or otherwise); in the event there would otherwise be abatement under this Article III in excess of such Monthly Service Fees for that month for that cross connection, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

**IV. SLA Applicability**

A. For purposes hereof, a Power Failure, ES Failure and Connectivity Failure shall each be referred to herein as a "Failure." Notwithstanding anything to the contrary in this SLA, Licensee Shall not be entitled to any abatement whatsoever (and shall have no rights or remedies under this SLA or otherwise), and no Failure of any kind shall be deemed to have occurred, if any of the following exists:

1. Licensee Is In breach or default under this MSA at the time of the Failure in question;
2. The Failure in question results from any of the following: (i) any equipment (including, without limitation, any Equipment) or applications of (or otherwise used by or in possession of) Licensee or any of the other Licensee Parties; (ii) any act or omission of Licensee or any of the other Licensee Parties, or (iii) Force Majeure Event.

B. Notwithstanding anything to the contrary in this SLA, (i) in no event shall Licensee be entitled to abatement under more than one of Articles I through III above In connection with the same event that caused the applicable Failures; In the event the same event causes more than one (1) Failure, then Licensee shall receive abatement only with respect to one (1) single Failure (and not with respect to multiple Failures), which abatement shall be calculated based on the Failure that would yield the highest abatement to Licensee (and if more than one (1) of such Failures exists, Licensor shall stipulate which Failure shall apply for purposes of calculating the abatement), and (ii) in the event a particular Failure continues, only one (1) Failure shall be deemed to have occurred (and shall be deemed to have occurred on the day that the Failure first comes into effect), regardless of the length of such Failure.

C. Notwithstanding anything to the contrary in this SLA, (i) in no event shall the total aggregate abatement for a Power Failure or ES Failure under this SLA exceed an aggregate amount

equal to three (3) months' worth of Monthly License Fees for the Space under this MSA and applicable Order (calculated at the average rate payable during the initial Term for such Space); and (ii) In no event shall the total aggregate abatement for a Connectivity Failure under this SLA exceed an aggregate amount equal to three (3) months' worth of Service Fees under this MSA and applicable an Order (calculated at the average Service Fee payable during the initial Term for the Services). In the event there would otherwise be abatement under this SLA in excess of the aggregate amounts set forth herein, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

**V. Facilities Management**

Licensors shall use commercially reasonable efforts to maintain its physical facilities and functionality in accordance with all agreed upon specifications of the data center. Licensee shall provide written notification to Licensors of any Facilities Management issues, including but not limited to Licensee access, Licensors shall respond to Licensee within two (2) hours and endeavor to cure such issues within a four-hour interval.

**Service Schedule K - FirstLight Unified Collaboration as a Service ("UCaaS") based on Cisco HCS**

**1. Applicability.** This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for or has already installed FirstLight Unified Collaboration as a Service ("UCaaS") based on Cisco HCS.

**2. Service Description.** FirstLight UCaaS is based on Cisco HCS are any voice, video, instant messaging, or information services that are delivered over a FirstLight provided-IP connection where the application services are managed by FirstLight and software applications are housed primarily in the FirstLight UCaaS cloud data center.

**3. Service Levels.****(A) Installation Service Level.**

FirstLight will exercise commercially reasonable efforts to install any FirstLight UCaaS on or before the Customer specified Commit Date . This Installation Service level may be affected by Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by FirstLight, or by equipment availability from the distributor of FirstLight's choosing at the time of order.

**(B) Availability Service Level for the Service Delivery network of FirstLight UCaaS.**

The Availability Service level for the network on which the FirstLight UCaaS is delivered which are redundant is 99.999%. In the event that any FirstLight Redundant Service becomes unavailable as a result of FirstLight fault, errors or omissions, and for reasons other than an Excused Outage or Force Majeure, Customer will be entitled to a service credit off of the monthly recurring charges for the affected service as designated in the Redundant Credit Schedule. In the event that any FirstLight Non Redundant Service becomes unavailable as a result of FirstLight for reasons other than an Excused Outage or Force Majeure, Customer will be entitled to a service credit for the affected service off of the monthly recurring charges as designated in the Non Redundant Credit Schedule. In the event that any FirstLight provided "Off Net" service becomes unavailable there will be no service credits issued.

<p>For any “Redundant” Service</p> <p>Cumulative Unavailability (in hrs:mins:secs)</p> <p>Service Level Credit</p> <p>00:00:01– 00:45:00 5%</p> <p>00:45:01– 04:00:00 10%</p> <p>04:00:01 – 08:00:00 20%</p> <p>08:00:01 –12:00:00 30%</p> <p>12:00:01 –16:00:00 40%</p> <p>16:00:01 – 24:00:00 50%</p> <p>24:00:01 or greater 100%</p>	<p>For any “Non Redundant” Service</p> <p>Cumulative Unavailability (in hrs:mins:secs)</p> <p>Service Level Credit</p> <p>00:00:01– 00:45:00 No Credit</p> <p>00:45:01– 04:00:00 5%</p> <p>04:00:01 – 08:00:00 10%</p> <p>08:00:01 –12:00:00 25%</p> <p>12:00:01 – 24:00:00 40%</p> <p>24:00:01 or greater 50%</p> <p>For any “Off Net” Service</p> <p>Service level credits do not apply</p>
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For purposes of this Section, “unavailable” or “unavailability” means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred and reported seconds (“SESS”) on the affected FirstLight Voice Service until the first of ten (10) consecutive non-SESS. An SES is a second with a bit error ratio of greater than or equal to 1 in 1000.

(C) FirstLight UCaaS Service Level

FirstLight UCaaS includes the following service level, depending on purchased package.

1). Basic Service Level

Access to telephone and email support during normal business hours, excluding holidays.

48 hour completion of requested moves, adds, changes, or deletions to the system

4 hour incident response

8 hour problem response

Onsite support for problem or incident response will be at the discretion of FirstLight and determined at the time of report of problem or incident.

2). Enhanced Service Level

Access to telephone and email support 24 hours a day, 7 days a week excluding holidays.

24 hour completion of requested moves, adds, changes, or deletions to the system

4 hour incident response

8 hour problem response

Onsite support for problem or incident response will be at the discretion of FirstLight and determined at the time of report of problem or incident.

3). Enterprise Service Level

Access to telephone and email support 24 hours a day, 7 days a week including holidays.

12 hour completion of requested moves, adds, changes, or deletions to the system

2 hour incident response

4 hour problem response

Onsite support for problem or incident response will be at the discretion of FirstLight and determined at the time of report of problem or incident.

All engagements will be initiated by designated Customer IT employee only. FirstLight will not accept direct calls from the Customer's end-user community. Customer shall only directly coordinate with the FirstLight Scheduler for dispatch of engineers to perform Planned Services. Customer shall call FirstLight NOC at 1-800-977-3584 or E-Mail nocsupport@FirstLight.com for dispatch of engineers to perform services for Unscheduled Troubles.

FirstLight shall have the rights and responsibility to upgrade or down grade unscheduled tickets received upon further investigation of the initial ticket description, and report this to designated Customer IT personnel, which will generally occur by a phone call back to ticket owner, triage of systems, or requests for service that are not within the scope of this agreement or outside the normal equipment & systems support.

All Unscheduled Trouble will be resolved to above SLA; however FirstLight will not be held responsible to complete due to circumstances outside FirstLight control, such as: no access to equipment (physical or virtual), awaiting parts to complete repair, Customer requests postponement of work, issue relates to internet based services quality such as voice or video calls originating or outgoing to a remote user accessible only via the internet, or customer lacking manufacturer support entitlement such as Cisco Smartnet on equipment not managed by FirstLight.

(D) FirstLight UCaaS includes endpoint replacement for both greenfield and brownfield deployments. An endpoint, for the purpose of this endpoint protection plan, is an IP phone that features an attached handset and is typically deployed on a desk or attached to a wall. This endpoint protection plan is subject to the following terms and conditions:

1). Greenfield deployments:

Endpoints deployed by FirstLight, supported by FirstLight, and purchased either as a subscription or as a single one time charge will be replaced in the event of a manufacturer defect for the duration of the agreement. FirstLight will use commercially reasonable efforts to ship a replacement part within three (3) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location and equipment availability.

Endpoint failure due to user intentional or unintentional negligence, misuse, or excessive wear and tear are not covered by the endpoint protection plan..

2). Brownfield deployments:

Endpoints not deployed and/or purchased through FirstLight but supported by FirstLight used with FirstLight UCaaS will be covered under the endpoint protection plan.

FirstLight will use commercially reasonable efforts to ship a replacement part within three (3) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location and equipment availability.

These endpoints are subject to the following rules and conditions:

- A) Endpoints will only be replaced if they are supported and sold by Cisco, and
- B) fail due to manufacture defect.

Endpoint failure due to user intentional or unintentional negligence, misuse, or excessive wear and tear are not covered by the endpoint protection plan

Endpoints that are no longer supported or sold by Cisco will be replaced with a similar model determined by FirstLight at the time of incident.

Brownfield deployments are subject to the following restrictions:

<b>User Volume Minimum</b>	<b>User Volume Maximum</b>	<b>Endpoints covered in total contract period</b>	<b>Endpoints covered in 12 month period</b>
100	250	9	3
250	500	18	6
500	1000	35	12
1000	2500	88	30
2500	3500	123	41
3500	5000	175	59
5000	7500	263	88
7500	10000	350	117

(E) Service for equipment deployed at the customer premises as part of a FirstLight UCaaS installation is subject to the service level agreement purchased (see section C). Equipment failure, as determined by FirstLight and/or Cisco will be replaced using commercially reasonable efforts. Actual delivery times may vary depending on Customer location and equipment availability.

(F) FirstLight, as part of this agreement, offers no material support to any network equipment, 3<sup>rd</sup> party carriers, or any other services not owned and operated by FirstLight as part of a FirstLight UCaaS deployment.

This includes but is not limited to: customer network infrastructure troubleshooting and remediation, 3<sup>rd</sup> party telecommunication provider solution support, etc.

- 1) Phone support and on-site support Monday-Friday 8:00 a.m. - 5:00 p.m. after-hours and weekends will be billed at the appropriate labor rate.
- 2) No guarantee of response
- 3) Phone support and on-site support for holidays are billed at the appropriate labor rate.
- 4) No guaranteed SLA on call back for 24 x 7 Requests
- 5) Four-hour minimum billing for phone support
- 6) Eight-hour minimum for On-site Support

**4. Mobile and Remote Access & Voice over Public Internet.** FirstLight makes no representations or warranties and no makes no performance level guarantees for voice quality over the Public Internet. Customer assumes all risk for voice quality over the Public Internet. FirstLight will accept repair tickets to our Network Operations Center related to voice over the Public Internet, if and only if, the Customer provides written documentation of Tier 1 troubleshooting and triage on the customer internet connection having already been performed

by the Customer. FirstLight may bill at its standard regular hour and overtime rates for technician time spent troubleshooting a Customer internet issue. It shall be a material breach of this contract for which FirstLight reserves the right to terminate the contract with a thirty (30) day notice for repeated calls into its Network Operations Center resulting in FirstLight troubleshooting the Customer internet connection. Upon such termination, the Customer would be liable for Early Termination Charges.

**6. Data Protection.** FirstLight will take commercially reasonable steps and follow manufacturer and industry best practices to minimize exposure of customer stored data within the FirstLight network and data center infrastructure. Data encryption, in transit on the public internet is the responsibility of the customer. The customer agrees to provide all necessary encryption keys and certificates to FirstLight to configure the data encryption.

Customer agrees to take appropriate measures to protect against misuses or disruption of the Services, including measures to protect against unauthorized access to the Services and any loss or corruption of Customer Data. Customer agrees to notify FirstLight immediately of any unauthorized use of the Services or of any other breach of security.



**Service Schedule N - FirstLight Engineering Service Agreement (ESA)****1. Service Description**

FirstLight Engineering Service Agreement (ESA) is a support agreement between a customer and FirstLight to activate FirstLight engineering resources to serve the customer in one or more of the following areas: Engineering and Support Services, Monitoring Services, High-Touch Engineering, Ad-Hoc Engineering, and Assessment Services.

**2. Definitions**

- 2.1. "Hardware" means the tangible third-party products, circuit boards, components and other telecommunications equipment delivered and/or installed by FirstLight or the Customer pursuant to this Agreement. Hardware does not include any customized deliverables that FirstLight creates or Fabricates specifically for Customer on a Time & Materials Basis or on a Milestone Basis.
- 2.2. "Software" means the third-party manufactured computer programs delivered under this Agreement, whether incorporated in the Hardware or delivered separately, and whether or not there is a separate charge therefore.
- 2.3. "Documentation" means FirstLight's information manuals in printed or electronic form containing operating instructions and performance specifications that FirstLight generally makes available to users of its products and FirstLight delivers to Customer. Documentation includes statements of work delivered by FirstLight to Customer with respect to Enterprise Service Agreements. Documentation does not include marketing materials.
- 2.4. "Fees" means the purchase price, license and service fees and other charges owed by Customer to FirstLight according to the applicable Order Specifications Form and the terms of the Agreement.
- 2.5. "Personnel" is defined as employees, independent contractors and/or subcontractors of FirstLight.
- 2.6. "Products" means any combination of Hardware, Software and Documentation.
- 2.7. "Third-Party" Products or Software means any products manufactured or software provided by a party other than FirstLight, and may include, without limitation, products ordered by Customer from third parties pursuant to FirstLight's recommendations. However, components of FirstLight-branded Products are not Third-Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate Items on FirstLight's price list, quotes, or Documentation.
- 2.8. "Project Based Work" also referred to as: project work, describes any activity that takes more than 8 hours of work time, involves multiple engineers or technologies, and/or falls

outside of normal maintenance/incident response. This can include but is not limited to: new equipment installation and configuration, system upgrades, equipment migration, and/or network or system changes that will require significant effort from multiple parties. Project based work requires a statement of work agreed upon by both FirstLight and the customer and is subject to additional cost and/or decrement of pre-purchased ad-hoc service hours.

### **3. Service Component Definition**

**3.1. Baseline Assessment:** prior to onboarding Engineering and Support Services, Monitoring Services, High Touch Engineering Services, and/or Ad-Hoc Professional Service Hours, FirstLight will perform a baseline assessment of the current network infrastructure to ensure that FirstLight possesses all necessary information to adequately and effectively support the customer environment.

**3.1.1.** This assessment will take place over the course of a minimum of 7 days using a sensor device placed on the customer network to discover and gather the following information: network topology, inventory of hardware/software, current performance of network infrastructure/servers/virtual machines as necessary.

**3.1.2.** FirstLight only collects statistical information using ICMP Echo requests, SNMP read-only community strings, or other management protocols, and will never gather and/or store any personally identifiable information and/or user/client data.

**3.1.3.** Upon completion of the assessment FirstLight will provide an inventory and performance health check report to the customer and use this data for the remainder of the onboarding process.

**3.1.4.** Additional hardware, software, or other devices may be discovered during the baseline assessment that were not included in the agreed upon scope set forth in the Engineering Services Agreement Service Order.

**3.1.4.1.** The Customer may elect to forgo adding the additionally discovered hardware, software, or other devices to the agreement with no penalty, however, FirstLight will consider these items out of scope of the terms of the Engineering and Support Services, Monitoring, and/or High Touch Engineering Services.

**3.1.4.2.** If these items are to be considered in scope for the terms of the agreement, additional charges may apply. FirstLight retains the right to amend the contract terms as a result of the preceding baseline assessment.

**3.1.4.3.** FirstLight and/or the Customer retains the right to terminate this contract as a result of the Baseline Assessment.

**3.1.4.3.1.** If the customer chooses to terminate as a result of the assessment, the Baseline Assessment fee shall apply, even if the fee was waived. Customer will be charged no less than \$1,500.00 for the assessment

provided. The customer may keep the assessment results. The customer will have no further liability related to the service.

**3.2. Engineering and Support Services:** Specific customer IT operations are supplemented by FirstLight engineering staff. FirstLight assumes responsibility for managing, maintaining, resolving issues for devices and services as described in the FirstLight ESA Service Order, and/or administering software and equipment manufacturer warranty agreements on behalf of the customer.

**3.2.1. Service Terms and Restrictions**

To receive Service, the customer is subject to the following rules and restrictions:

3.2.2. Customer must provide FirstLight approved detailed network documentation required to facilitate the service including, but not limited to, network inventory including model name, serial number, location address, equipment maintenance contracts (e.g. Cisco SmartNet), current configurations, and other information related to network and security policies as requested by FirstLight. Desired configuration parameters including, but not limited to: IP address schema, VLAN schema, routing protocols, access control lists, network address translations, quality of service markings, application policies, and security policies.

3.2.3. Customer must provide FirstLight administrative access to all devices managed by FirstLight, but owned by the customer, as described in the FirstLight ESA Service Order.

3.2.4. Equipment Restrictions:

3.2.5. FirstLight-owned equipment.

Equipment owned by FirstLight and delivered to the customer is only to be used in conjunction with the Service provided by FirstLight and the customer is not authorized to use the equipment for any other purpose. The customer is obligated to comply with all documentation and manufacturer's instructions that accompany such equipment as strict adherence to technical documentation is required for warranty pass-through. Any violation of the preceding sentence will be considered a Default pursuant to the terms of the Agreement. The customer will take all reasonable measures to protect and care for the equipment as it would its own equipment. The customer shall be responsible for all loss, damage or destruction of the equipment from the date of delivery to the customer's Premise until the date the equipment is removed from the customer's Premises by FirstLight or its contractors or agents. Upon termination or expiration of the Agreement, the equipment must be in the same condition as when originally delivered, normal wear and tear excepted. If equipment cannot be recovered by FirstLight, or if equipment is damaged beyond the ordinary wear and tear, the customer will be liable to FirstLight for either the replacement value of the equipment or its repair costs, both of which shall be determined by FirstLight. Under no circumstance may the customer or its employees, agents, contractors or subcontractors move or remove the equipment

furnished as part of the Service outside of the location in which it was installed without prior written FirstLight approval.

3.2.6. Self-Administration

FirstLight can grant the customer administrator privileges, upon request and with approval from FirstLight, for the purpose of self-administering FirstLight owned equipment hardware or software. FirstLight shall have no liability for failure to provide the equipment hardware or software if the failure is related to actions taken by the customer.

3.2.7. Customer-Owned equipment:

Equipment owned by the customer and managed by FirstLight as part of this agreement is to be administered by FirstLight. The customer must provide administrative access to this equipment, as part of the onboarding process. FirstLight will not provide the customer direct access to this equipment, unless previously approved by FirstLight. The customer will take all reasonable measures to protect and care for the equipment. The customer shall be responsible for all loss, damage or destruction of the equipment. Under no circumstance may the customer or its employees, agents, contractors or subcontractors move or remove the equipment furnished as part of the Service outside of the location in which it was installed without prior written FirstLight approval.

3.2.8. For the customer-owned equipment, the customer acknowledges and accepts the following:

3.2.8.1. All the customer-provided equipment must be in sound working order.

Any defective components that impact the proper configuration, testing and operation of the Service will be notated by the FirstLight technician, and must be replaced at the customer's expense.

3.2.8.2. The customer must provide FirstLight with secure remote access to all managed equipment or software.

3.2.8.3. The customer must provide FirstLight access to manufacturer warranty contracts including Cisco Smartnet, and these contracts must be in good standing with the manufacturer.

3.2.8.4. The customer is responsible for all service contracts, including Cisco Smartnet, between the customer and the manufacturer.

3.2.8.5. Equipment or software that is no longer supported by the Manufacturer will only be supported as “best-effort” by FirstLight and there is no guarantee of issue resolution for this equipment. In the event of equipment failure, it must be replaced at the customer’s expense.

3.2.8.6. The customer must provide physical access to all installed equipment.

3.2.8.7. FirstLight shall furnish service and support of equipment only during the Service Term, provided that the equipment is used by the customer in compliance with these terms and conditions.

3.2.8.8. FirstLight will provide services and support on a time and materials basis for any customer-provided and managed equipment if, it is not in scope of the FirstLight ESA Service Order Appendix A, and after diagnosing a problem FirstLight determines that the customer-provided and managed equipment, hardware or software, is the cause of the problem, the customer will be responsible for servicing such equipment, hardware or software.

**3.2.9. Third Party Networks.**

FirstLight will provide configuration of equipment deployed to support Third Party networks. Third Party networks must be operating within the domestic United States. Upon FirstLight's request, the customer must provide the service provider of the Foreign Network with a Letter of Authorization to permit FirstLight to work with the service provider of the Third Party to provide the Services described herein. FirstLight will not be liable for any issues, installation delays, or any reduction in or failure of the Service, or any material changes stemming from the Third-Party network or provider.

**3.2.10. Service Area**

Onsite support is available only within the service area defined on the FirstLight ESA Service Order. There is no service level guarantee for onsite support outside of the service area. FirstLight may decline to provide onsite support outside of the service area. Customer is responsible for all travel and per-diem cost associated with onsite support outside of the designated service area.

Remote engineering services are available within North America. FirstLight will respond within the agreed upon service level agreement for remote work only and will require the customer to perform physical hands on work if there is no onsite resource available.

**3.2.11. Letter of Authorization.**

While providing Service to the customer, FirstLight will possess the customer account information from third parties that the customer contracts with in conjunction with the equipment to be managed by FirstLight. The customer grants FirstLight permission to contact such third parties on behalf of the customer when FirstLight requires network and security information from the third parties.

**3.2.12. Service Level Agreement**

FirstLight will provide material support and ongoing hardware and software maintenance as part of the service. This material support and maintenance is described in the FirstLight ESA Service Order.

**3.2.13. Change or service Request:**

After service activation, the customer will be required to contact FirstLight's Network Operations Center to request moves, adds, changes to equipment hardware

or software. Service Level for change or service requests are subject to the contact method SLA outlined in the FirstLight ESA Service Order.

Only authorized customer contacts can request changes to the equipment hardware or software. Note that certain remote changes may require a reboot of the hardware or software to take effect.

#### 3.2.14. FirstLight Service Coverage Hours.

Service and Support is offered on a 24 x 7 x 365 basis. The actual support hours and response times provided will be mutually agreed upon and outlined in the FirstLight ESA Service Order.

### 3.3. Patch management

FirstLight provides optional software patch management for supported devices. Device software that will be managed will be mutually agreed upon and outlined in the FirstLight ESA Service Order.

Software patches or upgrades are categorized as follows:

Critical – A software patch or upgrade is considered critical should it fix a known security vulnerability that the customer is susceptible to, has no protection in place to prevent exploitation, represents a significant threat to the customer's infrastructure or data, and/or is already known to be exploited, and/or is verified to fix a known software bug that is affecting the customer's ability to conduct business.

Non-Critical – all other software patches are considered non-critical. This includes but is not limited to: new features or functionality offered by the software patch or upgrade, improved system stability, or fixes a known bug that is not affecting the customer's ability to conduct business.

#### 3.3.1. Patch Management Policy

FirstLight does not warrant systems against intrusion, exploitation, data loss, or down time due to software instability, security breaches, or any other incident concerning supported software on supported hardware. This service is provided to ensure software deployed on supported systems is current and is supported by the manufacturer. This service is not meant to diagnose or provide support for security incidents related to software vulnerabilities. While FirstLight takes every measure to ensure its systems and communications are secure, the customer agrees to not hold FirstLight responsible should a security breach occur within the customer environment.

FirstLight will, on a quarterly basis (unless otherwise specified), review the current software version(s) deployed and managed by FirstLight.

During this review, FirstLight will determine if a new software version is available, if it will materially alter or change the current system design, functionality, availability, or usability and its criticality.

If it is determined by FirstLight that a software upgrade is recommended, FirstLight will develop an action plan for affected system(s) to be approved by the customer. Items considered “Critical” will be considered priority within the action plan.

The action plan will be reviewed with the customer prior to execution. The customer and FirstLight must mutually agree to the action plan, prior to execution.

Once an action plan is mutually approved by FirstLight and the Customer, FirstLight will schedule the software upgrade during a maintenance window agreed upon by both parties.

At the discretion of FirstLight, software updates may be provided on a rolling basis (ie: a subset each week / month / quarter), or in a single quarterly maintenance window. In all cases, the maintenance activities will be scheduled no less than two business days in advance.

FirstLight will deploy mutually agreed upon software upgrades and patches to supported systems no more than once per quarter, with exceptions granted under 3.3.2 Patch Management Policy Exceptions.

To facilitate any software updates provided under this agreement, it is the responsibility of the customer to provide SSH access to all managed systems and provide a TFTP and/or FTP server for use within the managed customer network to facilitate software distribution as needed.

Software upgrades requiring FirstLight to materially alter or change the current system design, functionality, availability, usability, or system configuration syntax, are not included and therefore exempt from this policy.

In order to track and maintain software inventory, FirstLight must be provided SNMP read only access to devices that the customer wishes to be maintained by FirstLight. FirstLight will provide an appliance for the sole purpose of enabling FirstLight’s management software to communicate with devices specified within the ESA service order.

A quarterly report of Cisco vulnerabilities affecting installed code will be provided for software components of hardware devices under FirstLight management. This report will be issued to the customer’s designated contact by dates to be mutually agreed upon.

### 3.3.2. Patch Management Policy Exceptions

In an effort to maintain a stable operational environment for customers, it is Firstlight’s policy that software updates and patches are not deployed into stable production environments unless:

A software bug has been identified that is causing instability, and is affecting the customer’s ability to conduct business, and it is determined by FirstLight that the only course of action is to upgrade in-production systems.

A major security vulnerability has been identified by the Manufacturer and/or FirstLight, which represents a significant threat to the customer's infrastructure or data, as determined by FirstLight.

The software upgrade does not require FirstLight to materially alter or change the current configuration syntax, functionality, availability, or architectural design in order for the device/system to continue to operate as expected after the software upgrade is completed.

Additional charges, based on FirstLight's standard time & materials rates, may apply for work performed under these exceptions.

### **3.4. Monitoring Services**

FirstLight will monitor devices as described in the FirstLight ESA Service Order, 24 hours a day, seven days a week. FirstLight will perform internet control message protocol ("ICMP") ping operation at intervals determined by FirstLight at the time of onboarding. The ICMP ping operation is performed to determine whether the device runs without fault.

FirstLight will monitor the devices through simple network management protocol ("SNMP") trap/polling, netflow, nbar, or like protocol in order to obtain performance statistics and status of devices.

#### **3.4.1. Service Terms and Restrictions:**

To receive Service, the customer is subject to the following rules and restrictions:

- 3.4.1.1. Customer must provide FirstLight approved detailed network documentation required to facilitate the service including, but not limited to, network inventory including model name, serial number, location address, SNMP read only community strings, and other information related to network and security policies as requested by FirstLight.
- 3.4.1.2. FirstLight shall have no liability for failure of equipment hardware or software if the failure is related to actions taken by the customer. The customer shall defend, indemnify, and hold FirstLight, its principals, officers, directors, agents, and employees harmless from and against any loss, cost, damage, liability, claims and expenses of any kind arising directly or indirectly from the installation, operation, support of Equipment hardware or software, or from the customer's or any of the customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of FirstLight, its employees or agents.
- 3.4.1.3. The customer administrators and users are responsible for the security of all user ID and password information. This agreement applies to all IDs and passwords associated with the Equipment hardware or software. By enrolling for and using the service, the customer accepts sole responsibility for the security and confidentiality of all passwords.



Accidental or unauthorized disclosure of passwords or user ID or inappropriate use may have serious consequences and FirstLight shall have no liability for failure to securely maintain this information. Additionally, the customer remains responsible for the use of each of its accounts, whether used under any name or by any person, and for ensuring full compliance with this agreement by all users of the account. In the event of a breach of security through the customer's account, immediately contact FirstLight the customer equipment hardware or software.

3.4.1.4. Customer must be willing and able to place a network device on their premises in order to facilitate a virtual private network between the FirstLight monitoring platform and the customer network.

3.4.1.5. Customers with large numbers of network nodes, multiple VPN appliances may be recommended for redundancy purposes.

3.4.1.6. Customer must be willing and able to place a network device on their premises in order to facilitate device polling when the number of nodes monitored exceeds 100. Customer's requiring an onsite polling device must agree to conform to FirstLight's IP addressing policies in order to facilitate the service.

### **3.5. High Touch Engineering Services**

In addition to "Engineering Services" An engineer(s), certified in the hardware/software described in the FirstLight ESA Service Order, will be assigned to the customer to provide diagnostics and analyses to isolate the root causes of issues, software referrals and other corrective recommendations in response to incidents occurring within the environment, hardware/software reactive maintenance, and information system(s) architectural design related to the customer's IT infrastructure.

#### **3.5.1. Service Terms and Restrictions:**

##### **3.5.1.1. On-site Service Area**

High touch engineering services are available with on-site engineering staff within the service area defined on the FirstLight ESA Service Order. If onsite work is required outside of the defined "On-Site Service Area" FirstLight is not required to respond within the agreed upon service level agreement, may require the customer to perform physical hands on work, and/or decline to service the location.

##### **3.5.1.2. Remote Service Area**

Remote engineering services are available within North America. FirstLight will respond within the agreed upon service level agreement for remote work only and will require the customer to perform physical hands on work. If there is no onsite resource available consultative work, project work, issue and trouble resolution may be delayed.

- 3.5.1.3. Assigned high-touch engineering staff are available during the designated time assigned as described in the FirstLight ESA Service Order. These engineering resources are not required to respond to requests outside of the designated time slots and is not subject to any service level agreement.

3.5.2. Letter of Authorization.

While providing Service to the customer, FirstLight will possess the customer account information from third parties that the customer contracts with in conjunction with the Router to be managed by FirstLight. The customer grants FirstLight permission to contact such third parties on behalf of the customer when FirstLight requires network and security information from the third parties.

3.5.3. Service Level Agreement

FirstLight will provide material support and ongoing hardware and software maintenance as part of the service. This material support and maintenance is described in the FirstLight ESA Service Order.

**3.6. Ad-Hoc Professional Service Hours**

The preceding services are intended as a mechanism for support and maintenance of equipment software and configuration(s) already in place and operating. In addition to these services, the Customer may elect to pre-purchase engineering services hours at a discounted rate to be used toward project-based work.

3.6.1. Service Terms and Restrictions

- 3.6.1.1. Customer must also purchase Engineering Services and Support in order to qualify for ad-hoc professional service hours.

- 3.6.1.2. Ad-Hoc professional services hours are sold in whole hourly increments of 8. These increments are available to use for defined project-based work during a 12-month period beginning at the date of the signed contract. These hours do not carry over into the next period, and if not used are forfeited at the end of the 12-month period.

3.6.2. Service Area:

3.6.2.1. On-site Service Area

Engineering Services are available with on-site engineering staff within the service area defined on the FirstLight ESA Service Order. If onsite work is required outside of the defined "On-Site Service Area" Customer is responsible for all periderm and travel charges incurred and will be billed separately from this agreement.

3.6.2.2. Remote Service Area

Remote engineering services are available regardless of physical location. FirstLight will respond within the agreed upon service level agreement for remote work only and will require the customer to perform physical hands on

work. If there is no onsite resource available consultative work, project work, issue and trouble resolution may be delayed.

3.6.3. Ad-Hoc Professional services hours does not imply a service level agreement for response or project completion time. There is no guarantee implied or otherwise that project-based work will have a guaranteed start or completion date.

3.6.4. Ad-Hoc Professional Services Hours agreement does not imply ongoing support and/or warranty of equipment or software at the conclusion of the project, unless such equipment hardware or software is covered under an “Engineering Services” and/or “High Touch Engineering Services” or otherwise specified on the provided Statement of Work for that project.

### **3.7. Periodic Assessment Services**

As part of a(n) “Engineering Services”, and/or “High Touch Engineering Services” agreement the customer can elect to receive periodic assessment services from FirstLight to identify key problems and opportunities for improvement in an IT environment.

Assessments can be performed on a quarterly, semi-annual, or annual basis. Assessment deliverables are defined on the FirstLight ESA Service Order.

The assessment is performed via an appliance that is placed at the customer’s primary location and monitor in scope devices and servers for seven days.

#### **3.7.1. Service Terms and Restrictions:**

3.7.1.1. The assessment provided is for information purposes only. It does not guarantee and/or constitute work to be completed by FirstLight. Any modifications to the software or hardware within the customer environment that are recommended or implied to be done as a result of the assessment may be completed as part of a “High Touch Engineering Services” agreement or through project based work which may be funded through “Ad-Hoc Professional Services Hours” agreement(s) with an accompanying Statement of Work.

3.7.1.2. The assessment gathers performance information via SNMP Read Only community strings. No device configuration is performed as part of this assessment, unless stated otherwise. Any information gathered during the assessment is device performance centric only. FirstLight will never collect, log, or distribute any confidential information during the assessment. All locations and devices that are within the assessment scope must be network accessible.

3.7.1.3. All devices within scope must reply to ICMP echo requests.

3.7.1.4. All servers (physical or virtual) within scope must reply to ICMP echo requests and FirstLight must have administrative credentials.

3.7.1.5. If these discovery mechanisms are unavailable or not configured properly at the time of assessment FirstLight will either:

- 3.7.1.6. Decrement the hourly charges, based on FirstLight standard Time and Materials rate, from an Ad-Hoc engineering service agreement
- 3.7.1.7. Require engineers assigned as a “High Touch Engineering Service” to complete the necessary configurations.
- 3.7.1.8. Develop a proposal and Statement of Work to complete the configurations necessary. These charges are outside of the scope of this agreement.

#### **4. Audit Period**

FirstLight will perform an audit of the customer’s environment per the stated audit period on the FirstLight ESA Service Order, starting at the signed contract date. The customer may continue to purchase additional hardware/software or managed services, if purchased from FirstLight, within that period with no additional penalty. 30 days from the last day of the 3-month period FirstLight will audit the current support effort(s) and monitored nodes if applicable and modify the contract as necessary. The customer will only be billed going forward for additional support efforts and will not be liable for increased effort in the previous period.

#### **5. Software License Terms**

##### **5.1. License Grant.**

- 5.1.1. License. Subject to Customer's payment of all applicable Fees and compliance with the terms of this Section 5 ("Software License Terms") and any other license terms and restrictions in the applicable Order, FirstLight grants Customer a non-sublicense able, non-exclusive, non-transferable license to use Software and Documentation provided under the Agreement for Customer's internal business purposes at the indicated capacity levels and locations in the United States, unless the manufacturer’s End User License Agreement allows for global use.
- 5.1.2. Time Limitations. If the parties agree on any time limitations on the licenses in the applicable order, then Customer's licenses will automatically expire at the end of the specified license term.
- 5.1.3. All Rights Reserved. Except for the limited license rights expressly granted in these Software License Terms, FirstLight reserves all rights in and to the Software and Documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests. In the case of FirstLight owned and operated software installed upon customer owned hardware the Customer will own only the Hardware or physical media on which the Software and Documentation are stored, if any.

##### **5.2. License Restrictions.**

- 5.2.1. General Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software, (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the

Software or Documentation, or alter the Software, (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties, (vi) enable any Software features or capacity (e.g. additional storage hours, agents, ports or mailboxes) which FirstLight licenses as separate products without FirstLight's prior written consent, (vii) violate any obligations with regard to FirstLight's Confidential Information; or (viii) permit or encourage any third party to do any of the foregoing. To the extent that Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in the preceding sentence, Customer will not exercise those rights until Customer has given FirstLight twenty (30) days written notice of Customer's intent to exercise any such rights.

5.2.2. Backup Copies. Customer may create a reasonable number of archival backup copies of the Software and Documentation on the condition that and as long as Customer (i) stores backup copies separately from any actively used computer programs; (ii) keeps a written record of all backup copies indicating the location of the storage; and (iii) provides such record to FirstLight upon request. Customer will not remove any product identification, trademark, copyright or other proprietary rights notices from the Software or Documentation and will duplicate and display all names, logos and notices of FirstLight and its licenses on each copy of the Software and Documentation made by Customer.

5.2.3. Compliance. Customer will make the Software available only to employees, contractors, or consultants with a need to know, who are obligated to comply with all license restrictions contained in the Agreement and to maintain the secrecy of the Software and all other Confidential Information. Customer will be responsible for the compliance of all users with those obligations.

5.2.4. User-Defined Applications. To the extent that any Software contains modules or development tools that permit Customer to create user-defined applications, workflows or processes for use with the applicable Software ("User-Defined Applications"), Customer agrees to indemnify FirstLight and its officers, directors, employees, agents and Affiliates against, and hold each of them harmless from any and all costs, expenses, liabilities and claims arising from Customer's use or distribution, either directly or indirectly, of any User-Defined Applications.

5.3. Third-Party Software. Third-Party Software provided by FirstLight to Customer shall be subject to the license terms and conditions of such Software. In the event of a conflict between the terms of this Agreement and the license terms and conditions of such Third-Party Software, the license terms and conditions of the Third-Party Software shall control.

- 5.4. Termination of License.** FirstLight may terminate the Agreement and the Software licenses granted under it and exercise all available rights by giving written notice, effective immediately, if within thirty (30) days of Customer's receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions. Upon such termination, Customer will immediately pay all Fees outstanding (including applicable termination charges), cease use of all Software, return or delete, at FirstLight's request, all Copies of the Software in Customer's possession, and certify compliance with all of the obligations in this paragraph to FirstLight in writing.
6. **Non-Solicitation.** Where permitted by applicable law, Customer shall not, without the express written consent of FirstLight, while the Agreement is in effect and for a period of two (2) years following its termination, knowingly induce or attempt to induce, call upon, solicit, recruit or hire any employees of FirstLight without FirstLight express written consent. Customer will not be in violation of the preceding sentence for job postings, job advertisements and the like that are general in nature and not explicitly targeted at FirstLight's employees. Customer further agrees that in the event it violates this provision, then it shall pay to FirstLight, as liquidated damages and not as penalty \$75,000 per affected employee. FirstLight agrees not to knowingly induce or attempt to induce, call upon, solicit, recruit or hire any Customer IT employees.

**Service Schedule P - FirstLight Managed Software Defined Wide Area Network as a Service****1. Applicability**

- 1.1. This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for FirstLight Managed Software Defined Wide Area Network Services Foundation and/or Advanced (hereto referred to as SD-WAN) within the domestic United States consisting of software and device management services which includes but is not limited to: the provisioning of a FirstLight network device (“edge router”, or other device), provisioning of management software, provisioning of security software, monitoring of network devices and software, alerting customers of fault events, providing upgrades (at the discretion of FirstLight) of software, providing engineering support, and professional services set forth on a FirstLight provided Statement of Work (SOW). FirstLight shall specify service term and pricing for all products requested in a service order form. All service orders shall be approved in writing and signed by both parties prior to provisioning and installation.

**2. Service Description**

- 2.1. FirstLight SD-WAN is a managed software defined wide area network solution consisting of hardware, software, and transport services that are managed, maintained, monitored, and deployed by FirstLight.
- 2.2. FirstLight will evaluate, design, provision, maintain, and manage the service based on a configuration accepted by the customer in writing prior to the installation. Customer acknowledges and agrees that Firstlight’s provisioning of the service is predicated on the accuracy and timeliness of the Customer’s responses to FirstLight’s service delivery worksheet and questionnaires. FirstLight will not be held liable for any installation delays or any reduction in or failure of the service as a result of any inaccuracy in the Customer’s responses, or any material changes to the customer’s environment that would render such information inaccurate.
- 2.3. FirstLight will provide the service to locations on both FirstLight and 3<sup>rd</sup> Party networks pursuant to “Section 9. 3<sup>rd</sup> Party Network Service Level”.

**3. Service Requirements and Restrictions**

- 3.1. To receive Service, Customer must provide the following:
  - 3.1.1. Customer-acknowledged/approved detailed network documentation required to facilitate the service including, but not limited to, network inventory including model name, serial number, location address, equipment maintenance contracts (e.g. Cisco SmartNet), current configurations, and other information related to network and security policies as requested by FirstLight Desired configuration parameters including, but not limited to: IP address schema, VLAN schema, routing protocols, access control lists, network address translations, quality of service markings, application policies, failover and load balancing requirements, and security policies.
  - 3.1.2. Required supporting documentation to be submitted with Customer-acknowledged network order.

- 3.1.3. Customer contact information that includes telephone number and valid email address.

### 3.2. Customer-provided equipment

FirstLight will not provide any support, as part of this contract, to customer provided equipment. Support for customer provided equipment, including any configuration necessary for that equipment to interface with the service, will be provided by the customer. Service rendered by FirstLight to provide configuration or material support for customer provided equipment will result in a time and material charge at FirstLight's current rate for Time & Materials.

## 4. Installation Service Level

- 4.1. FirstLight will exercise commercially reasonable efforts to install any FirstLight SD-WAN Solution on or before the Customer specified Firm Order Commit Date. This Installation Service Level may be affected by Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by FirstLight, or by equipment availability from the manufacturer and/or distributor of FirstLight's choosing at the time of order.

## 5. Support Service Level

- 5.1. FirstLight will provide material support and ongoing hardware and software maintenance as part of the service. A "Basic" service level is included with the monthly service fee, while an enhanced service "Network Assurance" is available at an additional cost. These services include Telephone Support, Email support, Incident Response, Change Response, Basic or Enhanced Proactive Monitoring, Device Replacement, and Software/Hardware Maintenance.

- 5.2. This material support and maintenance is subject to the following schedule:

*FirstLight SD-WAN Support Service Level Feature Schedule:*

Support Level	Feature					
	Telephone and email support	Incident Response	Configuration change response	Device Monitoring	Device replacement	Software and Hardware Maintenance
Basic (included)	24x7	8x5, 4 hour first response	Not included	Included	8x5, next day	Included
Network Assurance	24x7	24x7, 4 hour response	24 hour completion of requested changes.	Included	8x5, next day	Included

### 5.3. Support Service level Warranty

During the term the managed service described above will meet or exceed the stated service level(s) in any calendar month. This agreement is considered separate from the "Platform Service Level" agreement stated in Section 9. Determination of performance shall be calculated by review of all tickets requested by the customer for all service locations within the calendar month. If FirstLight does not meet the above stated service



level during the calendar month and if the customer meets its obligations under this Agreement, then Customer may be eligible to receive a service credit per the schedule below:

*FirstLight SD-WAN Support Service Level Credit Schedule:*

Response Time Performance	Credit
85%-94%	5%
76%-84.9%	10%
< 76%	20%

Customer must request service credit to receive any of the service credits described above. Customer must notify FirstLight in writing within 30 days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit customer's right to receive a service credit.

The aggregate maximum amount of service credit to be issued by FirstLight to its customers for failure to meet performance levels that occurs in a single calendar month will not exceed 20%.

Service Level Credits will be applied only to the service charge that corresponds to the affected location or locations where FirstLight fails to meet performance levels.

## 6. Platform Service Level

### 6.1. Service Outage definition:

A Service Outage is defined as the complete unavailability or degradation of the Platform during any unscheduled period of time except that FirstLight is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, Exclusions):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Actions taken by the customer, or others authorized by acting on behalf of the Customer to cause a network or platform outage;
- Failure of power, equipment, services or systems not provided by FirstLight;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford FirstLight or its partners/contractors access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- Maintenance activities (including planned and emergency);
- Implementation of a Customer order that requires a Service interruption;
- Failure to report a Service Outage to FirstLight or reporting of a trouble where no trouble was found;
- Force Majeure events

### 6.2. Service level warranty:

During the term the SD-WAN hosted software will be operational and available to the Customer at least 99.99% of the time in any calendar month. This does not include outages due to CPE failure or service exceptions. If the monthly uptime percentage does not meet the service level warranty in any calendar month and if the customer meets its obligations under this Agreement, then Customer will be eligible to receive service credit as follows:

*FirstLight SD-WAN Platform Credit Schedule:*

Uptime	Credit
< 99.99% - ≥ 99.9%	2.5%
< 99.9% - ≥ 99.0%	5.0%
< 99.0%	7.5%

Customer must request service credit to receive any of the service credits described above. Customer must notify FirstLight in writing within 30 days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit customer's right to receive a service credit.

The aggregate maximum amount of service credit to be issued by FirstLight to its customers for all Downtime that occurs in a single calendar month will not exceed 7.5%.

**7. SD-Transport Service Level**

7.1. Refer to "Schedule C, FirstLight Internet Services" for applicable service levels.

**8. 3<sup>rd</sup> Party Network Service Level**

8.1. FirstLight will provide configuration of the devices deployed to support Third Party networks. Third Party networks must be operating within the domestic United States. Upon FirstLight's request, the customer must provide the service provider of the 3<sup>rd</sup> Party Network with a Letter of Authorization to permit FirstLight to work with the service provider of the Third Party to provide the Services described herein. FirstLight will not be liable for any issues, installation delays, or any reduction in or failure of the SD-WAN, or any material changes stemming from the 3<sup>rd</sup> Party Network or Provider.

**9. Letter of Authorization**

9.1. While providing Service to the customer, FirstLight will possess the customer account information from third parties that the customer contracts with in conjunction with the SD-WAN Service to be managed by FirstLight. The customer grants FirstLight permission to contact such third parties on behalf of the customer when FirstLight requires network and security information from the third parties.

**10. Maintenance**

10.1. As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage, problem, or incident response, for purposes of this SLA. FirstLight reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. EST without prior notice to Customer or upon reasonable advance notice outside these time frames.

10.2. Scheduled Network Maintenance:

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity.

Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. FirstLight takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage or elidable for a problem and/or incident response ticket. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM EST.

## **11. Customer Representations and Warranties**

- 11.1. In addition to the representations and warranties as set forth in the Agreement, Customer acknowledges that the Service governed by the Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Service must be authorized under those laws and regulations. Further, use of the Service outside of the U.S. may subject Customer and/or Customer's End Users to export or import regulations in other countries. Without limiting the foregoing, goods, software or technical data related to the Service are prohibited for export or re-export to Cuba, Iran, Sudan, North Korea, Syria or foreign nationals thereof, or any other country that is subject to U.S. economic sanctions or comprehensive export controls restricting such export or re-export, as well as to persons or entities barred from engaging in export transactions by the U.S. Departments of Commerce, State or Treasury (see Country Group E at [http://www.export.gov/ecr/eg\\_main\\_023148.asp](http://www.export.gov/ecr/eg_main_023148.asp), as such list may be updated from time to time). Customer represents and warrants that it will comply with such export controls set forth above. Customer is responsible for notifying its End Users of such restrictions and agrees to be responsible for End Users' use. Customer will not use, distribute, transfer or transmit, directly or indirectly, information or any immediate product (including processes and services) utilizing the Service, except in compliance with U.S. export laws and regulations.

## **12. System Administration**

### **12.1. SD-WAN Services and Support**

After Service activation, the customer will be required to contact FirstLight's Network Operations Center to request moves, adds, changes to the Service. Only the authorized the customer representatives may request changes to the FirstLight Service.

FirstLight Service Coverage Hours. Service and Support is provided on a 24 x 7 x 365 basis. Actual support is provided based on the agreed upon Service Level Agreement (SLA).

### **12.2. System Administration Privileges**

FirstLight will retain all administrator privileges for hardware and software delivered under the Service.

### **12.3. Customer Network Administration**

FirstLight will grant the customer with administrator privileges for the purpose of self-administering the SD-WAN network overlay. FirstLight shall have no liability for failure to provide the Service if the failure is related to actions taken by the customer. The customer shall defend, indemnify, and hold FirstLight, its principals, officers, directors,

agents, and employees harmless from and against any loss, cost, damage, liability, claims and expenses of any kind arising directly or indirectly from the installation, operation, support of SD-WAN software, or from the customer's or any of the customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of FirstLight, its employees or agents. The customer administrators and users are responsible for the security of all user ID and password information. This agreement applies to all IDs and passwords associated with the Services account. By enrolling for and using the Services, the customer accepts sole responsibility for the security and confidentiality of all passwords, including immediately updating temporary passwords sent to users via email for their initial portal login.

Accidental or unauthorized disclosure of passwords or user ID or inappropriate use may have serious consequences and FirstLight shall have no liability for failure to securely maintain this information. Additionally, the customer remains responsible for the use of each of its accounts, whether used under any name or by any person, and for ensuring full compliance with this agreement by all users of the account. In the event of a breach of security through the customer's account, immediately contact FirstLight customer service.

Only authorized customer contacts can request changes to the Service that cannot be performed via the portal. Note that certain remote changes may require a reboot of CPE and/or data and/or control plane to take effect.

**13. Ownership; Customer Data**

13.1. By using the service, you (customer) understand and agree that you are collecting data regarding the devices that connect to your Network and how your Network is being used, including the types of data described below. By means of the Hardware, you are then transferring that data to FirstLight and its partners for processing and storage, including data that may contain personally identifiable information of your Network Users (collectively, "Customer Data"). FirstLight and its partners may process and store Customer Data. That said, the Service includes functionality that limits or restricts the types of information collected, and you may certainly make use of that functionality. You retain all right, title and interest in and to your Customer Data, except FirstLight and its partners are permitted to use Customer Data as reasonably required to provide the Service(s) and, only to the extent necessary, to protect our rights in any dispute with you or as required by law. It is your responsibility to provide notice to, and obtain any necessary consents from, your Network Users regarding collection, processing, transfer and storage of Customer Data.

13.1.1. Traffic Information. "Traffic Information" means information about devices that connect to your Network, such as MAC address, device name, device type, operating system, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., hostnames, protocols, port numbers, and IP addresses) via your Network. We process and store Traffic Information on your behalf so you can monitor the use and performance of your

Network and exercise control (such as network traffic shaping) over the traffic on your Network.

13.1.2. Location Analytics. By enabling and using Location Analytics, you collect the MAC address and relative signal strength of WiFi-enabled devices that are within range of your wireless Network. FirstLight and its Partner's do not store these MAC addresses on its servers, except in a de-identified form, and they are not stored on your Hardware. You are responsible for whether and how you configure the API to transfer this data to non-FirstLight/FirstLight Partner servers/services and what happens to this data following such a transfer.

#### **14. Proof of Performance**

14.1 FirstLight will consider the solution fully installed and in production when all equipment and services are installed and operational. The solution(s) is(are) considered to be operational when the following criteria are met:

- All equipment has been installed
- Routers installed for internet routing can successfully communicate to the internet via ICMP ping request(s) to a public IP address.
- Firewalls installed for internet routing can successfully communicate to the internet via ICMP ping request(s) to a public IP address.
- Routers installed for WAN routing can successfully communicate to each other over FirstLight provided circuits via ICMP ping request(s) using their outside interfaces.

Upon fulfilling these conditions, FirstLight shall consider the solution fully installed and operational and will begin billing. FirstLight will issue a completion notice upon successful testing of the above conditions.



## Service Order

Opportunity ID:  
Order Date:  
Requested Service Date:

Customer:  
Billing Address:

Account #:  
Purchase Order:

Primary Contact:  
Email:  
Phone:

Order Type:  
Business Case:  
Term:  
Existing MRC:

Billing Contact:  
Email:  
Phone:

Account Executive:  
Email:  
Phone:  
Sales Engineer:

Technical Contact:  
Email:  
Phone:

SERVICE ADDRESS:									
Burstable									
Class of Service									
Protection									
Service Profile									
Service Type									
Z Address Extend DMARC									
Z Address Extend DMARC Text									
Z Address Handoff Type									
	Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Total Monthly Recurring Charge	Total Non-Recurring Charge
Core Network Services									
Group Total:									
Service Address Total:									

	Service Order Total Monthly Recurring Charge:	Service Order Total Non-Recurring Charge:
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NOTES

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT [www.firstlight.net/terms-conditions](http://www.firstlight.net/terms-conditions). By signing this Order, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates\* have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at [www.firstlight.net](http://www.firstlight.net). You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit [www.firstlight.net/CPNI](http://www.firstlight.net/CPNI) to learn more or to inform FirstLight of your desire to opt-out. \* Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, PrimeLink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research. ("KINBER").

**Security Incidents.** Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facility compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

FirstLight Fiber, Inc

CONFIDENTIAL

Phone: 800-461-4863  
Fax: 518-598-0935  
Page 1 of 2

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_