

BUSINESS PREMIER TECHNICAL SUPPORT SERVICE / BUSINESS PREMIER PROTECTION & SUPPORT SERVICE
SERVICE ATTACHMENT

1. APPLICABILITY OF SERVICE ATTACHMENT AND SERVICE TYPES.

1.1 Applicability. This Business Premier Technical Support (“BPTS”) and Business Premier Support Service (“BPPS”) Service Attachment sets forth the terms and conditions of Lightpath’s BPTS and BPPS service (the “**Service Attachment**”), whereby Lightpath BPTS and BPPS are optional support plans (the “**Service**”) offered monthly and available only if purchased with other Lightpath service. BPTS and BPPS are designed, configured, and installed on a designated port(s) on the Service Equipment which will be the point of demarcation for providing the Service to Customer (the “**Demarcation Point**”). Unless otherwise defined herein, all capitalized terms in this Service Attachment will have the same meaning as defined in the Standard Service Agreement. By signing the Service Order, Customer agrees to the terms of this Service Attachment.

- a. BPTS includes technical support (help desk type support) for Supported Devices (as defined below) within the Customer Location that can connect to its wireless network (“**Support Services**”).
- b. BPPS includes Support Services plus a protection plan for Supported Devices (as such term is defined below) against failure due to breakdown (“**Protection Plan**”).

The Support Services and the Protection Plan are collectively referred to as the “**Plan**”.

The Protection Plan and support application (the “**Support App**”) are provided to Customer directly by Asurion Technology Services, Inc. and Asurion Mobile Applications, LLC (collectively referred to as “**Asurion**”) and are also subject to the Asurion Protection Plan terms and conditions set forth at https://www.asurion.com/pdf/optimum_smb_terms/, as applicable, the Support App end-user license agreement set forth at https://www.asurion.com/pdf/optimum_premier_application_terms/, and the Asurion Privacy Policy set forth at <https://www.asurion.com/pdf/asurion-app-privacy-smb/> (collectively referred to as the “**Asurion Terms**”), each of which are in addition to the terms set forth in this Service Attachment. Customer is responsible to review the Asurion Terms prior to enrollment and use of the Protection Plan or Support Services.

Customer agrees to pay Lightpath a monthly recurring charge for the Service. All additional fees, as applicable, will be provided by and charged directly from Asurion to Customer.

- 1.2 Acceptable Use Policy.** Customer will use the Service in compliance with the most current version of Lightpath’s Acceptable Use Policy posted at <https://lightpathfiber.com/acceptable-use-policy>, which is incorporated herein by reference.
- 1.3 Resale Restrictions.** Customer is not permitted to resell, charge, loan, transfer, sublease, or otherwise dispose of the Service (or any part thereof) to any third party without the prior written consent of Lightpath.
- 1.4 Utilities.** Customer will make available to Lightpath adequate space, power, air conditioning and all other applicable utilities for Service Equipment at the Customer Location at its sole cost.

2 SERVICES LEVEL AGREEMENT.

2.1 Service Level Agreement. Lightpath provides specific remedies regarding the performance of Service as set forth in the Service Level Agreement attached hereto as Exhibit A. Customer's sole and exclusive remedy for any Service Outage will be the issuance of Service Credits in accordance with Exhibit A. The term “**Service Outage**” means an interruption, delay, or outage in the transmission of the Services between the Demarcation Point and the Service Network.

3. SUPPORT, MAINTENANCE, AND REPAIR.

- 3.1 Supported Devices.** Support Services are available for all devices that can connect to Customer’s wireless network (“**Supported Device(s)**”), with the exception of Service Equipment.
- 3.2 Scope of Support Services.** The Support Services only include: (a) technical support for the Supported Devices and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the Supported Devices with other devices and services manufactured to be compatible with the Supported Devices or intended to be connected thereto. The Support Services do not include, among other things: (i) assistance with third-party software or services that are not related to the Supported Devices; (ii) diagnostic support not related to the Supported Devices; (iii) modification of Original Equipment Manufacturer (“OEM”) software; (iv) installation of third-party software or OEM drivers not supported by the Supported Devices; (v) installation of non-sanctioned applications; or (vi) data migration from device to device.

3.3 Commercially Reasonable Efforts. Lightpath will use commercially reasonable efforts to provide Customer with Support Services. This means that if Lightpath are unable to resolve the issue related to Customer Supported Device after making commercially reasonable efforts, Lightpath have the right and sole discretion to refuse to take further efforts to do so.

Additionally, in some instances, Lightpath may have limited information from vendors, manufacturers, and developers, and may not have the ability to obtain the proprietary or other information required to resolve the Service issues. Some technical problems that may be encountered when using the Supported Device may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case Lightpath may not be able to resolve the Service issue.

3.4 Representations and Authorizations. When seeking Support Services, Customer represents that it is the named account holder or an authorized user on the account, as well as any software on it or any device connected to the Supported Device. When seeking Support Services, Customer: (a) expressly consent to technical support personnel remotely accessing the Supported Device and the data thereon through use of software or other means; and (b) authorize Lighttower to effect changes to the Supported Device, to the extent necessary and acknowledge and agree that such changes may be permanent and irreversible.

3.5 Remote Access. To receive Support Services, Customer may be required to download and/or run certain software applications ("Software") on the Supported Device and/or on any device connected to or used in connection with the Supported Device. The Software may include remote access tools that allow Lightpath to remotely access the Supported Device and any device connected thereto, as well as the contents thereon. Customer agrees that any remote access of the Supported Device in connection with providing the Support Services may be recorded for quality control purposes, including video capture of the remote access session. Customer also agrees to comply with the terms and conditions applicable to the Software and, in the event of a conflict between those terms and conditions and this Attachment, the Software-specific terms and conditions control, but only with regard to the Software itself. Customer is prohibited from and agrees not to alter or copy the Software or any other materials provided to Customer herein.

3.6 Back up. Customer is responsible to back-up the software and data that is stored on the Supported Device or devices connected to or used in connection with the Supported Device, and Lightpath is not responsible for any loss, alteration, or corruption of any software or data. Lightpath may decline to provide the Service if Lightpath determines that Customer has not taken appropriate back-up measures.

3.7 Service Issues. In the event that Customer experiences any Service-related issues, Customer may contact Lightpath through its Network Maintenance Center ("NMC") at +1 (866) 611 - 3434, which may be amended by Lightpath from time-to-time upon written notice to Customer. Upon receipt of notice of Service problems, Lightpath will initiate diagnostic testing to determine the source and severity of any degradation of Service. If there is a Service Outage, Lightpath and Customer will cooperate to restore Service. If Lightpath dispatches a field technician to Customer Location to perform diagnostic troubleshooting and the problem resides with the Customer's Equipment or facilities or the failure is due to Customer's or end-user's acts or omissions or the acts or omissions of Customer's or end-user's invitees, licensees, customers or contractors, Customer will pay Lightpath for any and all associated time and materials at Lightpath's then-current standard rates.

3.8 Scheduled Maintenance. Lightpath will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Lightpath. Lightpath will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than ten (10) business days prior to commencement of such maintenance activities. Customer will provide a list of Customer contacts for maintenance purposes, which will be included on the Service Order, and Customer will provide updated lists to Lightpath, as necessary.

3.9 Emergency Maintenance. Lightpath may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Lightpath Network. Lightpath will notify Customer as soon as reasonably practicable following any such emergency maintenance activity that impacts the Service.

3.10 Other Emergency Actions. If Lightpath determines, in its sole discretion, that an emergency action is necessary to protect the Lightpath Network as a result of Customer's transmissions, Lightpath may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Lightpath will have no obligation or liability to Customer for any claim, judgment or liability resulting from such blockage. Lightpath will notify Customer as soon as practicable of any such blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path as soon as reasonably possible, with a completion goal of forty-eight (48) hours.

4 ADDITIONAL TERMS AND CONDITIONS.

4.1 Privacy Practices and Passwords. If Customer knows or suspects that the passwords associated with or stored on the Supported Devices or have been available to or accessed by anyone as a result of Customer's use of the Service, Customer should immediately change or reset those passwords.

- 4.2 Costs and Data Usage Charges.** In some circumstances, Customer may need to purchase additional equipment or software to receive the full benefit of BPPS, and Customer may incur data usage charges when using BPPS. In those circumstances, Customer are fully and solely responsible for the cost of any such equipment or software and the payment of any such charges.
- 4.3 Additional Disclaimer of Warranties and Limitation of Liability for BPPS and BPTS.** Customer expressly agrees that the use of the Service, as well as the purchase, download, or use of any third-party service or product provided by or accessed through the Service, including, but not limited to the Protection Plan and/or Support App, is at Customer's sole risk and Customer acknowledges that the Service and these third party services, products and materials are provided "as is" and "as available" for Customer's use, without warranties of any kind, whether express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Lightpath makes no representations or warranties with respect to any service offered through the Plan and Lightpath shall not be party to, nor responsible for, monitoring any transaction outside the terms of this Service Attachment.
- 4.4 Intellectual Property Rights for BPPS and BPTS.** Customer agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Service are the exclusive property of Lightpath or its third party providers, and all such rights not expressly granted to Customer under the terms of the Standard Service Agreement are hereby reserved and retained by Lightpath. If Customer submit comments or ideas about the Service, including ways to improve the Service or Lightpath other products or services ("**Ideas**"), Customer agree that Customer submission is gratuitous, unsolicited and without restriction. It does not place Lightpath under any fiduciary or other obligation, and Lightpath are free to use the Ideas without compensation to Customer and/or to disclose the Ideas to anyone on a non-confidential basis. Customer further acknowledge that Lightpath does not, by acceptance of Customer submission, waive any rights to use similar or related ideas previously known to Lightpath, or developed by Lightpath employees or obtained from sources other than Customer.
- 4.5 Assignment for BPPS and BPTS.** The Standard Service Agreement and any rights or licenses granted hereunder may not be transferred or assigned, but may be transferred or assigned by Lightpath, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- 4.6 BPPS and BPTS Term.** The Plan will become effective and billing will commence upon Customer's subscription to the Plan, and there is a thirty (30) day waiting period before coverage commences.
- 4.7 Coverage.** If the product fails due to a breakdown, Asurion will repair it, or at Lightpath's sole option, provide a replacement product or provide a reimbursement to Customer in the form of a check or gift card, based on the replacement value, age and condition of the covered product, as determined by Asurion, immediately prior to the breakdown. The terms of coverage are further outlined below.

Qualifying Products: The Plan covers an unlimited quantity of the following products:

- a. Desktops, laptops, tablets (collectively referred to as "**PC(s)**"). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), internal modem and external desktop speaker set (wired). PCs eligible for coverage under the Plan are those equipped with a Windows Operating System version Windows 7 or newer or all Android versions and Apple computers which are equipped with an Apple operating system version OS X 10.6 ("Snow Leopard") or newer.
 - b. Routers (wired or wireless) of any brand and any age. External hard drives of any brand and any age.
 - c. Printers and multifunction printers (collectively referred to herein as "printer" or "printers") of any brand and any age. Landline telephones of any brand and any age.
 - d. LCD, Plasma or LED televisions including original remote controls and universal remote controls (collectively referred to as "television"). Televisions can be of any brand, any age and any size.
- 4.8 Coverage Effective Date.** Coverage under the Plan will commence thirty-one (31) days after Customer subscription to the Plan. No Service will be provided during the initial thirty (30) days of the Plan. There will be no lapse in coverage if Customer relocate, provided that Customer notify Lightpath of such relocation.
- 4.9 Additional Service Fee.** In the event Customer's Supported Device requires repair service, Customer will be required to pay a service fee in the amount of \$89.00 plus applicable taxes. The service fee must be paid directly to Asurion and received in advance of the repair service being provided.. The service fee does not apply to the repair or replacement of a remote control, game controller, monitor, keyboard, mouse, modem, or external speakers (wired), etc., however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability detailed below.
- 4.10 On-Site Service.** If Lightpath determines the Supported Device requires on-site service, an adult (18 years or older) must be present during the time of service. Customer must provide a safe, non-threatening environment for Lightpath technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the

Supported Device is located and must be repaired at another location, the Plan will cover all shipping and handling costs. Supported Devices installed in cabinetry and other types of built-in applications are eligible for service as long as Customer make the Supported Device reasonably accessible to the service provider. Lightpath is not responsible for dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced Supported Devices into furniture or cabinetry.

4.11 Repair Depot Service. If Lightpath determines that the Supported Device will not be serviced on-site, it will be shipped to a designated repair depot location for repair service. Lightpath will send Customer a prepaid shipping label and instructions for shipping the Supported Device to a Lightpath authorized service center via standard shipping.

4.12 Replacement Products. If Lightpath opts to provide Customer a replacement Supported Device under the Plan, Lightpath reserves the right to retain ownership of the defective Supported Device. At Lightpath sole discretion, Lightpath may require that Customer return the defective Supported Device to Lightpath designated repair depot location as a condition to receiving the replacement Supported Device or reimbursement. Shipping costs associated with the return of the Supported Device will be paid by Lightpath.

4.13 If Supported Device Needs Service. In the event the Supported Device experiences a breakdown, thirty (30) days after subscription to the Plan, Customer may file a claim by calling 1-844-218-2846, 8AM-11PM ET M-F and 6AM-9PM ET S-S. When the Supported Device requires repair service, the Supported Device may be subject to a service fee for each claim. Lightpath may require Customer to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for the Supported Device. Customer may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. Any abuse of the Plan by Customer including, but not limited to, seeking replacement of a Supported Device not belonging to Customer, may result in termination of the Plan upon notice. The cost of the replacement Supported Device cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced Supported Devices are warranted by Lightpath for ninety (90) days from the date of Supported Device receipt by Customer. In the event that the Supported Device fails to function properly during such ninety (90) days, Lightpath will repair or replace the Supported Device at no cost to Customer. Such services will not be charged against Customer aggregate claim limit under the Plan. All claims under the Plan must be reported to Lightpath within thirty (30) days after expiration of the Plan.

4.14 Plan Limits of Liability for BPPS. Under the Plan, claims cannot exceed the per claim limit which is the current market value of the Supported Device and the aggregate limit of the plan of ten thousand dollars (\$10,000.00). In addition, the claims made cannot exceed the aggregate limit of the plan of ten thousand dollars (\$10,000.00) per 12-month rolling period which commences on the date of Customer's first claim. Lightpath will be responsible for informing Customer, at the time of the claim, if Customer have reached the ten thousand (\$10,000.00) aggregate claim limit. The cost of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Supported Device, as determined at Lightpath sole discretion, provided that the cost for any repair shall not exceed the remaining balance of the aggregate limit. In the event that Customer reach the 12-month aggregate claim limit for claims of ten thousand dollars (\$10,000.00) and the Supported Device requires additional repairs, Lightpath will provide Customer with information on how to get the Supported Device repaired; however, Lightpath will not be responsible for any costs related to these repairs.

4.15 Customer Responsibilities. The Supported Device must be in good working condition prior to executing the Plan subscription. Customer must follow the instructions that are in the owner's manual for proper use, care and maintenance of the Supported Device. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under the Plan. Lightpath strongly recommends (but do not require as a condition of the Plan) the regular back up of data and software. It is important that Customer back up all data files on Customer PC prior to the commencement of Service; repairs to Customer PC may result in the deletion of such data files.

4.16 Insurance Securing the Plan. The Plan is not an insurance policy.

4.17 Exclusions - What Is Not Covered. The Plan does not cover the following:

- a. Supported Devices with pre-existing conditions at the time of Customer subscription to the Plan;
- b. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;
- c. Unintentional or accidental damage from handling ("ADH"), unless Customer have enrolled in a plan that includes ADH coverage for specific devices;
- d. Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
- e. Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- f. Failure, inoperability, or disruption of any Supported Device or Supported Device functions due to any design flaw or

- systemic manufacturing defect;
- g. Failures, damage or loss caused by any physical force external to the Supported Device, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;
- h. Costs associated with installation or un-installment of any Supported Device;
- i. Burned-in images and pixel failure within designed specifications or that do not materially alter the Supported Device's functionality;
- j. Supported Devices that are not owned by the business, leased and rented Supported Devices, or Supported Devices that are not customarily located in Customer specified business location;
- k. Loss or damage to the Supported Device either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while Customer product is located at Lightpath designated repair depot;
- l. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the Supported Device owner's manual that the user can perform; costs related to any service request which results in Customer education or no problem found;
- m. Supported Devices whose serial number has been altered or removed;
- n. Supported Devices located outside the United States;
- o. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
- p. Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under the Plan;
- r. Special, indirect, or consequential damages or losses;
- s. Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;
- t. Theft or loss of Supported Device;
- u. Parts intended for periodic replacement including but not limited to batteries (excluding one annual laptop battery), lamps, and bulbs;
- v. PCs that do not have Administrator's permissions. Covered laptops must be able to upload and download software; or
- w. Any Service Equipment or Service owned or provided by Lightpath.

4.18 Transfer: The Plan is not assignable or otherwise transferable to another party.

4.19 CHANGES TO THE PLAN: LIGHTPATH MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR LIGHTPATH MAY CHANGE THE TERMS OF THIS SERVICE ATTACHMENT FROM TIME TO TIME UPON NOTICE TO CUSTOMER. IF CUSTOMER DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE STANDARD SERVICE AGREEMENT, CUSTOMER MAY CANCEL THE PLAN BY PROVIDED NOTICE TO LIGHTPATH. THE PAYMENT OF APPLICABLE CHARGES BY CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY CUSTOMER TO THE CHANGE(S) IN THE CHARGES AND STANDARD SERVICE AGREEMENT TERMS.

4.20 LIMITATION OF LIABILITY FOR BPPS AND BPTS: IN NO EVENT WILL THE PLAN OBLIGOR OR ADMINISTRATOR BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF SUPPORTED DEVICES UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

Exhibit A Service Level Agreement

This Service Level Agreement (“SLA”) covers the local transport area to the Lightpath Demarcation Point including Lightpath equipment associated with the endpoints. The provisions described below shall be Customer’s sole and exclusive remedy in the event of a Service Outage.

MEAN TIME TO REPAIR

Lightpath’s objective is a four (4) hour mean-time-to-repair (“MTTR”).

SERVICE LEVEL GUARANTEE

Service Level Guarantee: If Customer detects a Service Outage, Customer shall open a trouble ticket with Lightpath’s Network Management Center by calling 866-611-3434 or via the customer portal at alticebusiness.com. A Service Outage period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Service Outage and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Lightpath’s trouble reporting system. A Service Outage period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not a Service Outage.
- b. If a Lightpath technician is dispatched for a reported failure and it is determined that such failure is not within Lightpath’s control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to Customer Support at care@lightpathfiber.com or 866-611-3434 within thirty (30) calendar days of the Service Outage.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges for the affected circuit/service and is dependent upon the length of the Service Outage.

Lightpath shall credit Customer’s Monthly Recurring Charges for the circuit/service experiencing the Interruption as follows:

<u>Outage Duration</u>	<u>Credit of Monthly Charges</u>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Chronic Service Outages: Defined as three (3) separate Service Outages of two (2) hours or more on the same facility, within a consecutive thirty (30) day period and/or a Service Outage that lasts longer than forty-eight (48) hours. In the event Customer experiences Chronic Service Outages in Service, Lightpath will perform a detailed investigation, report the findings to Customer and, if necessary, institute a corrective plan. If Customer experiences any additional Service Outages on the circuit and a plan for corrective action has been implemented for thirty (30) days, Customer may terminate the affected circuit/service without any further liability upon thirty (30) days prior written notice. Customer must exercise its option to terminate within thirty (30) days from the additional Service Outage and Customer waives the right to terminate if Customer does not exercise such termination right within such thirty (30) day period.

Limitations: Total credits in a given month shall not exceed fifty percent (50%) of the Monthly Recurring Charges for the affected circuit/service in that month. If an incident affects the performance of the Service and results in a period or periods of Service Outage, interruption, disruption or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer will not be entitled to credits under multiple service level standards for the same incident.

No credit allowance will be made for:

- a. Customer’s (including its Affiliates, agents, contractors and vendors) negligence, intentional act, omission, default and / or failure to cooperate with Lightpath in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as recommended by Lightpath, or otherwise preventing Lightpath from doing so;
- b. Failure on the part of Customer Equipment, end-user equipment or Customer’s vendor’s equipment;
- c. Election by Customer, after requested by Lightpath, not to release the Service for testing and repair;
- d. Lightpath’s inability to obtain access required to remedy a defect in Service;
- e. Scheduled maintenance and emergency maintenance periods;
- f. Scheduled upgrade of Service at the request of Customer;

- g.** Force Majeure Event;
- h.** Disconnection or suspension of the Service by Lightpath pursuant to a right provided under this Service Attachment, the Standard Service Agreement, or Service Order;
- i.** Lightpath's inability to repair due to utility safety restrictions; and / or
- j.** No trouble found or where the fault of the trouble is undetermined.