

## FLEXNET SERVICE ATTACHMENT

### 1. APPLICABILITY OF SERVICE ATTACHMENT.

This FLEXNET Service Attachment sets forth the terms and conditions of Lightpath's Software Defined Wide Area Network ("FLEXNET") service (the "**Service Attachment**"), whereby Lightpath will provide a cloud-based wide area network for use solely by Customer (the "**Service**"). FLEXNET is a customizable software application overlay that utilizes an Internet Protocol or Ethernet connection and is 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.

### 2. SERVICE USE AND RESTRICTIONS.

**2.1 Software License.** The software which is embedded in the Service Equipment in order to provide the Service (the "**Software**") is only licensed to Customer subject to this Service Attachment. Lightpath and its providers retain title, all ownership and intellectual rights and interests in the Software. Customer will not modify, adapt, alter, decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code of the Software. Customer may not distribute, license, lease, rent, loan, or otherwise transfer the Software. Customer will not create derivative works based on the Software. Customer may not export the Software or the underlying technology in contravention of the applicable U.S. and foreign export laws and regulations.

**2.2 Content Liability.** Customer is solely liable and responsible for the content, data and communications applicable to the Service. Customer acknowledges that Lightpath will have network access to communicate with the Service Equipment for purposes such as authentication and Software updates; and will have access to, and may utilize for any purpose all information regarding networking characteristics, usage, performance and related information involved in the use of the Service.

**2.3 Fraudulent Use of Service.** Lightpath will not be held liable for any usage, charges and / or damages resulting from fraudulent or unauthorized use of the Service, Software and / or Service Equipment by Customer or third party. Customer will not use the Service in any unlawful, abusive, or fraudulent manner. If Lightpath has reason to suspect Customer or third party is abusing the Service or using the Service fraudulently or unlawfully, Lightpath reserves the right to immediately suspend, restrict, or terminate the Service without notification. In such an event, Customer will be held liable for all usage, including but not limited to, all fraudulent, illegal and unauthorized usage.

**2.4 Emergency Blocking.** The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, then the applicable Party may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements and after engaging in reasonable and good faith efforts to notify the other Party of the need to block. Any such blockage will be without any liability or obligation to the other Party. The Parties further agree that none of their respective obligations to each other under the Standard Service Agreement, this Service Attachment, and Service Order, will be affected by such blockage.

**2.5 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.

**2.7 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. Customer will provide: (i) an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit, and humidity will not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit; (ii) power including UPS AC power equipment, circuit sizing to be determined, if applicable; (iii) emergency local generator backup service.

**2.8 Annual Adjustments.** In the event that Lightpath's costs or expenses are increased to provide the Service, Lightpath will have the right to charge Customer for its pro rata share of such increases.

**2.9 Reservation of Rights.** Lightpath may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Service (including, without limitation, functionality, hours of availability, equipment requirements, equipment, underlying providers, and Services features). Lightpath may notify Customer of any such changes by posting notice of such changes on Lightpath's website, by sending notice via email or postal mail, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems, and / or by browser bulletins or walled garden (browser interruption). Customer agrees that any one of the foregoing will constitute sufficient and effective notice.

### 3. IMPLEMENTATION.

**3.1 Requirements Gathering and Documentation.** Prior to the installation of the Service, Lightpath and Customer will collaborate together to identify and document the functional, performance and technical requirements of the Service.

**3.2 Design, Configuration, and Installation.** Lightpath will provide design, configuration and perform on-site installation of the Service at each Customer Location, as determined by Lightpath. The installation may include: (i) Service Equipment installation, wiring and configuration; (ii) migration of existing legacy network to the FLEXNET platform; (iii) testing and validation of Service Equipment (and LTE device, if applicable) and feature functionality; (iv) provide portal access credentials; and (v) provide a user guide for the Service.

**3.3 Third Party Connectivity.** If Customer is not utilizing Lightpath’s Internet or Ethernet Service and FLEXNET will overlay on an alternate carrier’s Internet or Ethernet service (“**Third Party Service Provider**”), Customer will be required to provide IP addressing specifics and bandwidth as required for FLEXNET as well as physical connection demarcation information. Customer will provide, install and maintain a device that is capable of routing network traffic between the Service Equipment and the Customer’s WAN. Further, Customer will provide a point of contact for installation, notices for service outages, and any maintenance activities. In the event that Lightpath is not able to provide the Service to the Customer due to findings from a Local Area Network (“**LAN**”) assessment, Lightpath reserves the right to cancel the Service and Customer will be responsible for all charges. For the avoidance of doubt, Lightpath will not be responsible for any provisioning issues, outages or service interruptions resulting from an incident attributable to any Third Party Service Provider.

**3.4 Cross-Connections.** As necessary for interconnection of the Service with service provided by others, Lightpath may request (as applicable), and Customer will provide to Lightpath, circuit facility assignment information and design layout records necessary to enable Lightpath to make the necessary cross-connection between the Service and Customer’s other service(s) from other provider(s). Lightpath may charge Customer non-recurring and monthly recurring cross-connect charges to make such connections.

**3.5 Security Monitoring and Mitigation.** Lightpath monitors the Service Equipment utilized in connection with the Service. Lightpath does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Upon request by Customer, Lightpath will modify the configuration of the Service in accordance with the specifications provided by Customer to attempt to mitigate security events and security threats identified by Customer. Lightpath’s sole obligation is to implement the configuration settings requested by Customer. Lightpath makes no guarantees with respect to the detection or blocking of viruses / worm / malware or any other types of attacks, and is not responsible for any malicious data that may be transmitted over the Service Network.

## 4. POST-IMPLEMENTATION.

**4.1 Included Support Services.** During the Service Term and at the request of Customer, Lightpath will provide the following support services related to the Service without charge subject to the limitations detailed hereunder: (i) configuration changes as defined in section 4.1.1 below, (ii) Technician dispatched to Customer Location as required for troubleshooting, and (iii) Service monitoring. For the avoidance of doubt, the aggregate number of individual configuration changes available to Customer without charge is limited to twenty (20) per month.

**4.1.1 Configuration Changes.** Lightpath will provide the following Customer requested moves, adds, changes and deletions of the Service detailed in the table set forth immediately below:

Configuration Request	Action	Aggregate Number of Requests Limitation
Network name modification	Change	20 requests per month
Interface IP / subnet mask modification	Change	
Device deauthorization	Remove from Network	
Change network/ organizational administrator	Add, Remove, Change	
Packet Capture from WAN or LAN interface during business hours	Schedule a Capture	
Firmware upgrade schedule during business hours	Change	
Alert activation / deactivation (See alert list below)	Enable, Disable, Change	
<ul style="list-style-type: none"> <li>• Configuration settings are changed</li> <li>• A gateway goes offline for XX minutes</li> <li>• A VPN connection comes up or goes down</li> <li>• The primary uplink status changed</li> </ul>		

<ul style="list-style-type: none"> <li>• The DHCP lease pool is exhausted</li> <li>• An IP conflict is detected</li> <li>• A rogue DHCP server is detected</li> <li>• A warm spare failover occurs</li> <li>• Malware is blocked</li> <li>• Malware is downloaded</li> <li>• Network usage exceeds XXX GB in XX minutes</li> </ul>		
Change Content filtering (Category Filters, URL Block/Allow)	Add, Remove, Change	
Change Layer 7 Firewall Rules (i.e. countries, applications)	Add, Remove, Change	
Change Layer 3 Firewall Rules	Add, Remove, Change	
FLEXNET Policy: Customer Performance Class	Create, Delete	
FLEXNET Policy: Uplink Selection Policy	Add, Remove, Change	
Traffic Shaping Rules	Add, Remove, Change	
Simple Network Management Protocol (SNMP) v1/v2c/v3	Enable, Disable	
Syslog server	Enable, Disable	

**4.1.2 Service Monitoring.** The Service will be monitored by Lightpath through the use of alerts. These alerts are configured during initial configuration and include Service Equipment going off-line and primary uplink status change. When an alert is received by Lightpath, standard troubleshooting procedures will be initiated.

**4.2 Professional Services.** When a Customer requests changes that are outside of the scope of the included support services detailed in Section 4.1 above or exceed twenty (20) individual requests per month set forth in Section 4.1.1 (the “**Professional Services**”), Customer will be invoiced for the Professional Services at the rates detailed in the table immediately below, which may be updated by Lightpath from time-to-time upon notice to Customer.

Change Type	Time of Day	Rates per Incident (Charged per Customer Location.
<b>On-site (Technician dispatch)</b>	7:00am – 6:59 pm	\$250 per hour, 4-hour minimum
<b>On-site (Technician dispatch)</b>	7:00pm – 6:59 am	\$400 per hour, 4-hour minimum
<b>Remote (no technician dispatched)</b>	7:00 am – 6:59 pm	\$200 per hour, 1-hour minimum
<b>Remote (no technician dispatched)</b>	7:00 pm – 6:59 am	\$350 per hour, 1 hour minimum

**4.3 Customer Modifications.** At any time during the Service Term, Customer may request administrative access to the FLEXNET portal in order to make certain configuration changes as allowed by the Software and detailed in Section 4.1.1 above. Upon being granted administrative access, Customer will be solely liable and responsible for all such changes. Additionally, Lightpath will not be held liable for any Service Outages as a result of such changes by Customer. Lightpath reserves the right to immediately suspend, restrict, or terminate such administrative access at any time and without notice to Customer. Further, and in addition to the charges set forth in Section 6.2 below, in the event a Service Outage (as such term is defined below) is caused by Customer or Lightpath must expend more than four (4) hours of correction action to remedy any Service operational issue due to a Customer’s configuration changes, Lightpath will charge Customer a fee for such corrections actions in accordance with the chart set forth above in Section 4.2.

## 5. SERVICE LEVEL AGREEMENT.

**5.1 Service Level Objectives.** Lightpath’s target service level performance objectives for the duration of each calendar month in a year is set for in the tables immediately below (the “**Service Level Objective**”).

### 5.1.1 Response and Repair Time Objectives.

Metric	Critical	Major	Minor
<b>Response to a reported failure</b>	15 min	15 min	30 min
<b>Diagnose reported failure</b>	1 hour	2 hours	4 hours
<b>Service restoration</b>	4 hours	6 hours	48 hours

Based upon the following definitions of severity ratings:

Severity	Description
<b>Critical</b>	One or more managed Service Equipment becomes inoperable, produces incorrect results, or fails catastrophically. Examples of critical events may include but are not limited to: Multiple Customer Locations are out of Service Datacenter FLEXNET router out of Service
<b>Major</b>	One or more managed Service Equipment becomes inoperable, produces incorrect results, or a mainline function of the network is inoperative. Examples of major events may include but are not limited to: Site out of service (no redundancy) Circuit out of service (no redundancy)
<b>Minor</b>	One or more managed Service Equipment has an anomaly and does not jeopardize service and does not require immediate corrective action. Examples of minor events may include but are not limited to: Site Intermittently out of service Degraded service Site out of service (with redundancy) Circuit out of service (with redundancy)

## 5.1.2 Service Availability Objective.

Metric	Service Level Objective (monthly average)
Service Availability	99.9%

**5.3 Service Outage.** Subject to this Section 5 (including subsections), in the event of an interruption, delay, or outage in the transmission of the Services between the Demarcation Point and the Service Network (a “**Service Outage**”), Customer may request a service credit as set forth in the table immediately below for the effected Service (each, a “**Service Credit**”). The calculation of a Service Outage will be deemed to begin upon the earlier of: (i) Lightpath’s actual knowledge of the Service Outage, or (ii) Lightpath’s receipt of notice from Customer of the Service Outage; (iii) less any time Lightpath is waiting for additional information. A Service Outage will be deemed to end when the Service is operational and in material conformance with the technical specifications detailed in Section 3 above, as documented by Lightpath’s records. Notwithstanding anything to the contrary in the Standard Service Agreement, this Service Attachment or in any Service Order, in no event will a Service Outage be deemed to be or constitute a breach by Lightpath of the Standard Service Agreement, this Service Attachment or in any Service Order.

**5.4 Service Availability.** Service Availability is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Service Outage (“**Downtime**”), divided by the total number of minutes in a calendar month.

Service Availability is calculated as follows:

$$\text{Service Availability (\%)} = 100 \% - \left( \left( \frac{\text{Total Number of Minutes Unavailable per Month by ticket} \times 100}{\text{Total Number Days in Month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \right)$$

The Service Credit is as follows:

Length of Service Outage	Amount of Service Credit (% of MRC)
Less than 4 minutes	No Credit
> 4 minutes up to 4 hours	5%
> 4 hours up to 8 hours	10%
> 8 hours up to 12 hours	20%
> 12 hours up to 16 hours	30%
> 16 hours up to 24 hours	40%
> 24 hours or greater	50%

**5.5 Service Credits.** Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to NRC, usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Lightpath. 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 Objectives or Service Attachments, only the single highest credit with respect to that incident will be applied, and Customer will not be entitled to credits

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under multiple Service Level Objectives for the same incident. Service Credits will not be issued to Customer if Customer's account with Lightpath is in arrears. In no event will cumulative credits for any month exceed fifty percent (50%) of the MRC for the affected Service. Service Credits issued to Customer hereunder are Customer's sole and exclusive remedy at law or in equity on account of any Service Outage.

**5.6 Service Credit Request.** Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request a Service Credit within such period will constitute a waiver of any claim for a Service Credit.

**5.7 Service Outage Exclusions.** Notwithstanding the foregoing, Customer will not receive any credit for a Service Outage or delay in performing repairs, arising from or caused, in whole or in part, by the following events:

- (i) 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;
- (ii) Customer modifications of the Service;
- (iii) Failure on the part of Customer Equipment, end-user equipment or Customer's vendor's equipment;
- (iv) Election by Customer, after requested by Lightpath, not to release the Service for testing and repair;
- (v) Lightpath's inability to obtain access required to remedy a defect in Service;
- (vi) Scheduled maintenance and emergency maintenance periods;
- (vii) Scheduled upgrade of Service at the request of Customer;
- (viii) Force Majeure Event;
- (ix) Disconnection or suspension of the Service by Lightpath pursuant to a right provided under the Standard Service Agreement, this Service Attachment, or Service Order;
- (x) Lightpath's inability to repair due to utility safety restrictions;
- (xi) All Type II related service issues; and / or
- (xii) No trouble found or where the fault of the trouble is undetermined.

## 6. MAINTENANCE AND REPAIR.

**6.1 Lightpath Obligations.** Lightpath will perform (or cause to be performed) maintenance and repair of the Lightpath Network, and Lightpath will provide, install, maintain, repair, operate and control Lightpath Equipment. Unless specified otherwise in a Service Order, Lightpath will have no obligation to install, maintain or repair Customer Equipment.

**6.2 Service Issues.** In the event that Customer experiences any Service-related issues, Customer may contact Lightpath through its Network Management 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.

**6.3 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.

**6.4 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.

**6.5 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.

