

## INTERNET SERVICE ATTACHMENT

### 1. APPLICABILITY OF SERVICE ATTACHMENT AND SERVICE OPTIONS.

**1.1 Applicability.** This Internet Service Attachment sets forth the terms and conditions of Lightpath's Internet service (the "**Service Attachment**"), whereby Lightpath will provide Layer 3 Internet protocol transit service to the global Internet through its Service Network utilizing its autonomous systems number ("**ASN**") for use solely by Customer (the "**Service**"). 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.

**1.2 Optional Service Features.** For an additional fee, as applicable, Lightpath offers the following optional features for its Internet Service: Internet Burstable Overage, Managed Router Service, DIA Managed Router Port, Managed DDoS Protection Services, Lightpath SecureNet and BGP (Border Gateway Protocol) Routing as further defined below:

**1.2.1 Internet Burstable Overage.** Burstable bandwidth allows for an increase in excess of the available Bandwidth Commitment for the Service to address peak periods of usage of the Service over a short period of time on an as-needed basis and is calculated utilizing the 95<sup>th</sup> Percentile Calculation. The "**95th Percentile Calculation**" is determined by taking average bandwidth utilization rates of both inbound and outbound traffic from Customer's port(s) in five (5) minute polling intervals over a calendar month. The higher of such samples (inbound or outbound) are placed on a list and are then sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month. The term "**Bandwidth Commitment**" means the provision of a fixed capacity internet access port which is provisioned as a port set to the bandwidth purchased by Customer, giving Customer the ability to use the full port bandwidth.

**1.2.2 Managed Router Service.** Lightpath offers a Managed Router Port or a Manager Router service. The Managed Router Port service allows Customers to receive the capabilities of physical on-premise router without the need of having a physical router at the Customer Location. This Managed Router Port performs all the basic commonplace routing functions in the Lightpath headend and is a fully managed service by Lightpath. The Managed Router service is Lightpath's Service Equipment that facilitates basic routing functions for the Customer's dedicated Internet access circuit. It is a fully managed piece of hardware that Lightpath maintains and services when changes are needed for the customer. The hardware is provided with dedicated Internet access circuit as part of the Service.

**1.2.3 Managed DDoS Protection Service.** Managed Distributed Denial of Service ("**DDoS**") Protection Service will monitor, detect and mitigate inbound traffic against DDoS attacks. Managed DDoS Protection Service is provisioned over the Service Network traffic only.

**1.2.4 Lightpath SecureNet.** Lightpath SecureNet is the bundling of Lightpath's dedicated Internet access circuit and the Managed DDoS Protection Service that correlates to the contracted bandwidth.

**1.2.5 BGP (Border Gateway Protocol) Routing.** Lightpath supports BGP-4 routing ("**BGP-4**") which allows Customers to efficiently multi-home across multiple ISP networks. This optional service feature requires an ASN be assigned to a Customer by the American Registry for Internet Numbers ("**ARIN**"). Customers should also be proficient in BGP-4 routing protocol to provision and maintain this optional service feature on Customer Equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request. Lightpath supports private peering if the Customer is multi-homed only to Lightpath's Service Network.

**1.2.6 Proactive Monitoring Advanced.** This feature automatically creates a trouble ticket on behalf of the Customer when Lightpath detects that the local interface port on the Customer Equipment has experienced a Service Outage lasting five (5) minutes or more. In addition to notifying Customer of the creation of the Service Outage trouble ticket, Lightpath will provide periodic updates to the Customer on the progress being made in resolving the Service Outage.

### 2. SERVICE USE AND RESTRICTIONS.

**2.1 Demarcation Point.** The Service is configured at designated speeds 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**").

**2.2 Internet Protocol Addresses.** Customer acknowledges that Internet Protocol ("**IP**") address space is a finite resource that is an essential requirement for all Internet Services. Lightpath assigns up to two (2) routable IP addresses to each Customer circuit. IP address allocation is dependent on approval of Customer's network configuration requirements as documented on the Lightpath IP Justification Form. Customer can obtain additional IP addresses if required based on ARIN guidelines and by completing a Lightpath IP Justification Form where additional charges may apply. With regard to requesting additional IP addresses, Customer agrees that: (i) it is currently utilizing at least eighty percent (80%) of any IPv4 addresses under its control; (ii) it will utilize at least eighty percent

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(80%) of the IP addresses that Customer has requested within twelve (12) months of receipt of such IP addresses; and (iii) if required, Customer will renumber the IP addresses assigned to Customer. Further, Lightpath provides primary and secondary Domain Name Service (“DNS”). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa. IP addresses for the Service allocated by Lightpath to Customer will remain the property of Lightpath and are non-portable. Lightpath will allow Customer to announce IP addresses for a maximum of sixty (60) days after termination of Service, provided that Customer will be responsible to pay the monthly fees associated with Services. Upon expiration or termination of the Service for any reason, Customer will return to Lightpath all IP addresses or address blocks assigned to Customer by Lightpath.

**2.3 10% Rule.** To the extent applicable, Customer acknowledges that Lightpath has no ability to determine whether the communications traffic carried by the Service is jurisdictionally interstate or intrastate. Customer agrees that the communications traffic to be carried by the Service Network will be jurisdictionally interstate pursuant to the Federal Communications Commission’s mixed-use rule “10% Rule” (47 C.F.R. §36.154, 4 FCC Rcd. 1352). For communications traffic that is purely intrastate or falls within the 10% Rules, Customer will be required to sign a Private Line Jurisdiction Certification Form certifying that the total interstate traffic is less than ten percent (10%) and / or that Services is utilized only for intrastate traffic.

**2.4 Disclaimer of Third Party Actions.** The actions or inactions of third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. Lightpath cannot guarantee that such situations will not occur; and, accordingly, Lightpath disclaims all liability resulting from or related to such events. In the event that Customer’s use of the Service or such third party actions or inactions are causing harm to the Service Network, Lightpath will have the right to suspend the Service. Lightpath will restore the Service any such time as it reasonably deemed that there is no further harm or threat to the Service Network.

**2.5 Disclaimer for the Managed DDoS Protection Service.** Lightpath makes no guarantees that only DDoS attack traffic will be prevented from reaching the Customer Site nor that only legitimate traffic will be allowed to reach Customer. Lightpath’s DDoS Protection Service constitutes only one component of Customer’s overall security program and is not a comprehensive security solution and is only intended to mitigate the impacts of certain types of volumetric DDoS attacks that are already underway. Further, Lightpath makes no warranty, express or implied, that: (i) all DDoS attacks will be detected (for Customers receiving the DDoS Protection Service); (ii) the mitigation efforts implemented by Lightpath in response to such DDoS attacks will be successful in mitigating the overall impact of the incident; or (iii) that Lightpath’s detection, alerting, and / or mitigation will be uninterrupted or error-free. Customer also understands that there may be volumetric based attacks that exceed the amount of traffic volume that Lightpath can successfully divert. Finally, Lightpath’s ability to provide the DDoS Protection Service is contingent on Customer providing accurate and timely information to Lightpath, including the provision of IP addresses.

**2.6 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.

**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.

## 3. TECHNICAL SPECIFICATIONS.

**3.1 Technical Specifications.** IP Transit Service provides bi-directional, full duplex transmission of IP packets using standard IEEE 802.3 Ethernet interfaces. The Service supports a maximum transmission unit (“MTU”) frame size of 1518 bytes including Layer 2 Ethernet header and frame check sequence (“FCS”).

**3.2 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 table immediately below (the “Service Level Objective”).

Metric	Service Level Objective (monthly average)
Service Network Availability	99.90%
Service Network Latency	<10.0 ms (roundtrip) within the New York Metropolitan Area (“NYMA”); <80 ms (roundtrip) other areas on the Core Service Network
Service Network Packet Delivery	99.90%
DDoS Attack Mitigation	≤ 15 minutes from actual discovery of attack traffic

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## 4. SERVICE LEVEL AGREEMENT.

**4.1 Service Outage.** Subject to this Section 4 (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 tables 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, less (iii) 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.

**4.2 Service Network Availability.** Service Network 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 Network Availability is calculated as follows:

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

The Service Credit for Service Network Availability is as follows:

Length of Service Outage	Amount of Service Credit (% of MRC)
Less than 43.2 Minutes	No Credit
43.2 minutes up to 4 hours	10%
4 hours up to 8 hours	15%
8 hours up to 12 hours	20%
12 hours up to 16 hours	25%
16 hours up to 24 hours	35%
24 hours or greater	50%

**4.3 Service Network Latency.** Latency is the average roundtrip network delay, measured every five (5) minutes during a calendar month to adequately determine a consistent average monthly performance level for delay for each Service. The roundtrip delay is expressed in milliseconds (“**ms**”). Lightpath measures delay on an end-to-end basis using a standard sixty-four (64) byte ping from the Core Service Network to the Internet Drain (POP) and back again. In the event the Service Network Latency is in excess of the Service Level Objective specified in Section 3.2 above, Lightpath will use commercially reasonable efforts to determine the source of such excess Service Network Latency and to correct such problem to the extent that the source of the problem is on the Core Service Network. If Lightpath fails to remedy such excess Service Network Latency within two (2) hours of being notified of any excess Network Latency by Customer and the average Network Latency for the preceding thirty (30) days has exceeded the Service Level Objective specified in Section 3.2 above, Customer will receive, at Customer’s request, a Service Credit of ten percent (10%) of the MRC applicable to the affected Service for the period from the time of notification by the Customer until the average Service Network Latency for the preceding thirty (30) days is less than the Service Level Objective specified in Section 3.2 above. Customer may obtain no more than one (1) month Service Credit for any given month. The term “**Core Service Network**” means any Layer-3 equipment owned and operated by Lightpath that is managed in strict accordance with Lightpath network operation parameters.

**4.4 Service Network Packet Delivery.** Packet Delivery means the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month and is expressed as a ratio which is the percentage of IP packets that successfully traverse a round-trip connection (exit the Internet Drain (POP)) relative to the total number of packets input (ingress) to the connection within the Core Service Network. In the event Packet Delivery is less than 99.9% of total packets sent in any given month, Lightpath will use commercially reasonable efforts to determine the source of such Packet Delivery loss and to correct such problem to the extent that the source of the problem is on the Core Service Network. If Lightpath fails to remedy such Packet Delivery loss within two (2) hours of being notified of any Packet Delivery loss by Customer and the average Packet Delivery for the preceding thirty (30) days is less than 99.9% Customer will receive, at Customer’s request, a Service Credit of ten percent (10%) of the MRC applicable to the affected Service for the period from the time of notification by the Customer until the average Packet Delivery for the preceding thirty (30) days is equal to or greater than 99.9%. Customer may obtain no more than one (1) month Service Credit for any given month.

**4.5 DDoS Attack Mitigation.** Upon identification of suspicious Internet traffic by Lightpath’s threat detection platform, Lightpath will take mitigation action within the timeline set forth Section 3.2 above. Customer will receive, at Customer’s request, a Service Credit for Lightpath’s failure to meet the mitigation intervals set forth in the table immediately below.

The available Service Credit for DDoS is as follows:

Duration to Begin Mitigation	Amount of Service Credit (% of MRC)
≤ 15 minutes from the actual discovery of the attack traffic	No Credit
> 15 from the actual discovery of attack traffic	50%

**4.6 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, 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 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 the 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.

**4.7 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.

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

## 5. MAINTENANCE AND REPAIR.

**5.1 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.

**5.2 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.

**5.3 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.

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**5.4 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.

**5.5 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.