

SMB SERVICE TERMS

1. Service Commencement. These SMB Service Terms (the “**Terms**”) will govern each telecommunications service purchased by Customer (each, a “**Service**”) from Cablevision Lightpath LLC (“**Lightpath**”), which is documented in a service order (each, a “**Service Order**”), and are in lieu of any additional or different terms contained in any other Customer document or communication pertaining to the Service. The “**Service Acceptance Date**” for each Service will be the date on which Lightpath informs Customer that the Service: (i) materially perform in accordance with its technical specification as set forth in the applicable service attachment identified in the Service Order (each, a “**Service Attachment**”) and (ii) is ready for use by the Customer. The term “**Customer**” means the legal entity or individual named in the executed Service Order. Lightpath and Customer are collectively referred to as the “**Parties**” or each individually as a “**Party**”.

2. Service Term. The term for each Service begins on the Service Acceptance Date and expires upon the end of the service term specified in the applicable Service Order (the “**Service Term**”), unless earlier terminated as provided herein. The Service Term for each Service will automatically extend for consecutive one-month renewal terms, until Customer provides a written disconnection request to Lightpath. The disconnection effective date will be thirty (30) days from the later of: (i) Lightpath’s receipt of such disconnection request from Customer, or (ii) the date that all traffic on the circuit(s) has stopped as confirmed by Lightpath.

3. Equipment, Access, and Service Network. Customer will, at its own expense, procure all equipment necessary to utilize the Service (“**Customer Equipment**”). Lightpath is not responsible for providing, installing, connecting, maintaining or repairing Customer Equipment connected with any Lightpath Service. Customer agrees to provide sufficient access for Lightpath to provide, operate, maintain, and remove the Services at the Customer Location. The telecommunication equipment and materials owned, leased or obtained by Lightpath to provide the Services (the “**Service Equipment**”), and any cabling, software, network, system, or transmission facility owned or leased by Lightpath or operated or managed on behalf of Lightpath that is used to deliver the Services (the “**Service Network**”) will remain the sole and exclusive property of Lightpath. Customer will not move, relocate, modify, damage, encumber, or in any way interfere with the Service Equipment or Service Network. The term “**Customer Location**” means the space owned, leased or otherwise under control of the Customer at which Services are to be provided, including without limitation locations of interconnection, termination and origination.

4. Payment Terms. Customer is responsible for payment of all charges applicable for the Service for the entire Service Term. The monthly-recurring charge (the “**MRC**”) for the Service will begin on the Service Acceptance Date, and all non-recurring charges (the “**NRC**”) for the Service will be invoiced after execution of the applicable Service Order. Customer will pay all invoices within thirty (30) days of the invoice date (the “**Due Date**”). Amounts not paid on or before the Due Date will be past due, and interest will accrue on any past due amount until paid in full at the monthly rate of one and one-half percent (1.5%). In addition to the MRC and NRC charges, Customer is responsible for all applicable international, federal state and local taxes, surcharges, and fees however designated. Within thirty (30) days of the Due Date, Customer may dispute any portion of an invoice in good faith, otherwise Customer waives the right to dispute all Service charges.

5. Default. In the event Customer: (i) fails to pay all amounts by the Due Date and such failure is not cured within five (5) days after receipt of notice thereof, or (ii) breaches any other provision or obligation of these Terms and such breach is not cured within thirty (30) days after receipt of notice thereof, Lightpath may, at its sole discretion, either: (a) terminate any Service(s), (b) suspend any Service(s), and / or (c) pursue any other rights or remedies at law or in equity without further notice to Customer. Customer may terminate a Service in the event Lightpath materially breaches its obligations herein and such breach is not cured within thirty (30) days after receipt of written notice thereof.

6. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO CUSTOMER’S PAYMENT OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EITHER PARTY’S MAXIMUM LIABILITY HEREIN WILL BE LIMITED TO TWICE (2X) THE MRC OF THE AFFECTED SERVICE GIVING RISE TO SUCH LIABILITY.

7. REPRESENTATIONS AND WARRANTIES.. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LIGHTPATH WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE AND THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY ON ACCOUNT OF ANY SERVICE OUTAGE, SERVICE LEVEL OBJECTIVE FAILURE (AS SUCH TERMS ARE DEFINED IN THE APPLICABLE SERVICE ATTACHMENT) OR ANY OTHER RELATED SERVICE ISSUE IS TO CANCEL THE SERVICE WITHOUT FURTHER LIABILITY BEYOND THE CHARGES DUE AND OWING UP TO THE EFFECTIVE DATE OF THE TERMINATION. CUSTOMER WILL NOT RECEIVE A SERVICE CREDIT UNDER ANY CIRCUMSTANCES. . FURTHER, LIGHTPATH MAKES NO, EXPRESS, IMPLIED OR BY OPERATION OF LAW, REPRESENTATIONS OR

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WARRANTIES REGARDING THE SERVICE, AND EXPRESSLY DISCLAIMS THAT THE SERVICE WILL MEET CUSTOMER'S OR END-USER'S NEEDS, THAT THE USE OF THE SERVICE WILL BE ERROR-FREE, OR THAT CUSTOMER'S OR END-USER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR AVAILABLE, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE

8. Force Majeure. Neither Party will be liable to the other Party for any failure or delay in its performance caused by anything or event beyond its control such as, but not limited to, acts of God, labor disputes, embargo, weather, natural disasters, fire, terrorism, riots, wars, epidemics, any moratorium, law, order, regulation of action of any governmental body or court order, utility failures, access issues, material shortages, transportation shortages, or the actions of a third party (each, a "**Force Majeure Event**"). The payment of money is specifically excluded from the definition of a Force Majeure Event.

9. Governing Law. These Terms will be interpreted under and governed by the laws of the State of New York, without regard to its choice of laws principles. The Parties agree that New York will be the proper place of jurisdiction for the determination of any disputes arising from these Terms, and the Parties consent to the personal jurisdiction of the courts of the State of New York. Each Party will comply with all applicable federal, state, county, and local laws, rules and regulations. Further, Customer will comply with all Lightpath policies and instructions applicable to the Services.

10. Entire Agreement. These Terms, including all Service Attachments, Service Orders, and other documents attached hereto and executed hereunder constitutes the entire understanding of the Parties related to the subject matter hereof and supersedes all prior verbal and written agreements. These Terms may only be amended, modified or supplemented by an instrument in writing executed by each Party. For purposes of the Service Attachment, the term "Standard Service Agreement" therein will mean and refer to these Terms.