

## SMART WIFI SERVICE ATTACHMENT

### 1. APPLICABILITY OF SERVICE ATTACHMENT.

This Smart WiFi Service Attachment sets forth the terms and conditions of Lightpath's Smart WiFi service (the "**Service Attachment**"), whereby Lightpath will provide Customer a turnkey, preconfigured wireless data network service that enables Customer the ability to extend its network at the Customer Location 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.

### 2. SERVICE OVERVIEW, DESIGN AND IMPLEMENTATION.

**2.1 Service Overview.** The Service is provided to Customer and its end-users that allows for the extension of the Customer's existing networking infrastructure, and to be able to support for multiple SSIDs that provide secure and separate wireless local area network ("**LAN**"). The Service includes the following:

- i. Fully managed Service Equipment (switch, and access points) covering all software / firmware upgrades and break / fix management and coordination;
- ii. System installation (Service Equipment mounting, cabling, connections as required);
- iii. On-site "go live" support (connecting to Customer's network and authentication systems, Customer training on systems operation and portal usage);
- iv. Customer portal (reporting, trouble tickets, moves/adds/changes).
- v. The Service is provided to Customer through Lightpath provided dedicated Internet circuit.

**2.2 Service Implementation Overview.** Customer and end-user (as the case may be) will assist in the completion of technical documentation prior to commencement of installation of the Service. The documentation provides Lightpath with the information needed to design and configure the Service. In the event, Lightpath is not able to provide the Service to the Customer due to a failed LAN assessment, Lightpath reserves the right to cancel the Service and Customer will be responsible for all charges. During this phase, Lightpath will perform the following activities:

- i. Customer Location and Service requirements questionnaire
- ii. Configuration and installation of the Service

**2.3 Service Changes.** All moves, adds, changes, and disconnects at any Customer Location after the Service Acceptance Date will be charged on an individual case basis ("**ICB**").

**2.4 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.

**2.5 Collection and Use of End-User Information.** In order to utilize the Service, Customer and its end-users must use the WiFi Service Equipment supplied by Lightpath and be in close proximity to such Service Equipment in order to use the Service. Lightpath may also automatically collect certain information, such as MAC address and device type, in order to authenticate the Customer Equipment in order to provide the Service, and may also include, but not be limited to, protecting the security of all users of the Service, detecting and preventing fraud, and for marketing purposes. Additionally, Lightpath may also collect information regarding user access to and usage of the Service. Lightpath may use this information for business purposes including, but not limited to, improving and enhancing the Service.

**2.6 Security Monitoring and Mitigation.** Lightpath monitors the Service Equipment utilized in connection with the Service. In order to maintain acceptable levels of service for all users of the Service and to improve the Service, Lightpath reserves the right to monitor use of Service and to make such adjustments to the use of the Services as necessary to maximize the benefit and enjoyment for all users. Lightpath does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Customer is responsible for implementing security protections while using the Service. In the event Customer and / or its end-users become aware of any unauthorized use of Service or any other security breach, Customer agrees to immediately notify Lightpath of such security breach. 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, worms, malware or any other types of attacks. Lightpath does not control the transmission of data through the Service, and is not responsible for any malicious data that may be transmitted over the Service Network.

## 3. SERVICE USE, RESTRICTIONS AND LIMITATIONS.

**3.1 Customer Equipment Requirements.** In order to use the Service, end-users must have a WiFi-capable device that: (i) meets U.S. and other applicable technical standards; (ii) is compatible with the Service; (iii) renders web pages in a standard HTML browser application; (iv) runs the IP protocol; and (v) is configured to obtain web addresses automatically. The Customer Equipment must be in close enough proximity to the Service wireless access points to achieve connectivity with the Service Network. Actual Service coverage, locations and quality may vary.

**3.2 Performance Limitations.** Customer acknowledges and agrees that performance and Service Network availability may vary including, but not limited to or affected by: (i) transmission and download speed and accuracy; (ii) Service Network congestion; (iii) performance, configuration, and functionality of Customer Equipment and wireless cards (including, but not limited to, memory, storage and other limitations); (iv) physical obstructions and distances between the Customer Equipment and the Service Network; (v) availability of electric power; (vi) collocation failures; (vii) transmission and equipment limitations, failures, maintenance or repair; and (viii) user error. Lightpath is not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Service Network speed is an estimate and is no indication of the speed at which Customer Equipment or Service Network will operate. Actual network speed and other performance will vary.

**3.3 Demarcation Point.** The Service is configured 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**”).

**3.4 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. Customer will be required to accept the end use license agreement presented to Customer in a click-to-agree format during the initial license installation login process.

**3.5 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-internet-service>, which is incorporated herein by reference.

**3.6 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.

**3.7 SERVICE LIMITATIONS.** LIGHTPATH WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. LIGHTPATH MAKES NO, EXPRESS, IMPLIED OR BY OPERATION OF LAW, REPRESENTATIONS OR 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 WILL BE UNINTERRUPTED. LIGHTPATH HEREBY DISCLAIMS ALL DAMAGES FOR, ARISING OUT OF, OR RELATED TO CUSTOMER’S INABILITY TO ACCESS OR USE THE SERVICE, OR ANY OTHER CLAIM BY CUSTOMER OR ANY END-USER.

## 4. MAINTENANCE AND REPAIR.

**4.1 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.

**4.2 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.

**4.3 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

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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

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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.

**4.4 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.

**4.5 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.