

STANDARD SERVICE AGREEMENT

1. APPLICABILITY, SERVICES AND AFFILIATES.

1.1 Applicability. This Standard Service Agreement (the “**Standard Service Agreement**”) establishes the framework under which the legal entity or individual named in the executed Service Order (the “**Customer**”) can purchase telecommunication and related services from Lightpath Fiber Infrastructure LLC and Affiliates (each, a “**Service**”). Lightpath and Customer are collectively referred to as the “**Parties**” or each individually as a “**Party**”. A contract is created between Lightpath and Customer by way of a Service Order and consists of: (i) these general terms and conditions (the “**General Terms**”); (ii) the then-current, relevant service attachment(s) which contains additional terms specifically related to the Service being provided to Customer which are attached hereto which may be updated by Lightpath from time-to-time upon notice to Customer (each, a “**Service Attachment**”); (iii) a service order documenting the Service being purchased by Customer (each, a “**Service Order**”); and (iv) any other document incorporated by reference in the Service Order (as such term is defined below). This Service Order becomes binding on both Parties when the Service Order is executed by the Parties, and the terms of the Standard Service Agreement will govern such Service Order, which are in lieu of any additional or different terms contained in Customer’s purchase order or any other document of communication pertaining to Customer’s Service. By signing the Service Order, Customer agrees to the terms of this Standard Service Agreement. For the avoidance of doubt, Lightpath has no obligation to accept any Service Order from Customer.

1.2 Affiliates. Services may be provided by Lightpath or by an Affiliate of Lightpath at sole discretion of Lightpath. Additionally, Service Orders may be executed between Customer and an Affiliate of Lightpath, which will be subject to the terms of the Standard Service Agreement. The term “**Affiliate**” means, with respect to either Party, an entity now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of this section “control” means the ownership of (i) fifty percent (50.0%) or more of the voting power at general meetings, or (ii) fifty percent (50%) or more of the nominal value of the issued share capital.

2. ACCEPTANCE, ACCESS AND TERM.

2.1 Service Acceptance Date. Lightpath will make commercially reasonable efforts to accommodate Customer’s requested Service availability date. Lightpath will notify Customer of Lightpath’s best estimate of when the Service will be available for Customer’s use (“**Projected Availability Date**”). Failure to meet the Projected Availability Date will not constitute a breach of this Standard Service Agreement or Service Order, and Lightpath will not be liable to pay Customer any credits, penalties, or damages. The “**Service Acceptance Date**” for each Service purchased by Customer will be the earliest of: (i) the date on which Lightpath informs Customer that the Service is ready for use; (ii) the date Customer first uses the Service; (iii) the date on which the Customer provides notice of acceptance of the Service; or (iv) in the event that Customer has notified Lightpath in writing of a Defect in the Service within four (4) days of the date that Lightpath notifies Customer that the Service is ready, the date on which such Defect in the Service is cured. Notwithstanding the foregoing, in the case of Customer’s renewal of an existing Service, the Service Acceptance Date for the renewed Service will be the later of: (a) thirty (30) days from the Effective Date of the applicable Service Order, or (b) the day immediately following the expiration date of the then-current Service Term of such Service, unless otherwise detailed in the applicable Service Order. A “**Defect**” exists if the Service fails to materially perform in accordance with its technical specification as set forth in the applicable Service Attachment.

2.2 Access. Where Lightpath requires access to a Customer Location in order to provide, construct, install, test, operate, maintain, inspect, repair, replace, and remove the Services, Customer will grant or will obtain the grant to Lightpath of such rights of access to each Customer Location, including all necessary licenses, easements, leases, waivers, consents and any other agreements necessary to allow Lightpath to access the Customer’s Location. Customer will advise Lightpath of all health and safety rules and regulations and any other reasonable security requirements at the Customer Location. Further, Customer will provide Lightpath with such facilities, information and cooperation as Lightpath reasonably requires to perform its obligations herein. The term “**Customer Location**” means the space owned, leased or otherwise under control of the Customer or its end-user at which Services are to be provided, including without limitation locations of interconnection, termination and origination.

2.3 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 periods, unless either Party notifies the other Party of its intent not to renew the Service at least sixty (60) days prior to the expiration of the then-current Service Term.

3. TELECOMMUNICATION EQUIPMENT AND NETWORK.

3.1 Service Equipment and Service Network. 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

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interfere with the Service Equipment or Service Network. Ownership of the Service Equipment and Service Network does not pass to Customer at any time and all rights and title to such equipment and network remains with Lightpath.

3.2 Customer Obligations. Where Lightpath provides Service Equipment, Customer warrants that it will: (i) use the Service Equipment only for the purpose of receiving Services and in accordance with Lightpath's reasonable instructions and / or any software license that may be provided with the Service Equipment; (ii) not move, relocate, modify, damage, or in any way interfere with the Service Equipment; (iii) insure and keep insured all Service Equipment against theft and damage; (iv) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (v) permit Lightpath to inspect, test, maintain, replace, and remove the Service Equipment at all reasonable times and during an emergency; and (vi) upon termination of any of the Services, follow Lightpath's reasonable instructions with respect to the return of the Service Equipment. Should any construction or alteration to the Customer Location have occurred to provide the Services, Lightpath is not obligated to restore the Customer Location to the same physical condition as prior to the delivery of the Services. Lightpath has no obligation to install, maintain, repair or remove any Customer owned or leased equipment necessary to utilize the Service.

3.3 Customer Equipment. 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. Service charges will continue to apply regardless of the interoperability and / or availability of any Customer Equipment. Customer is responsible for ensuring that Customer Equipment connected to Service Equipment and facilities meets network interface requirements and operates in accordance with the manufacturer's specifications and with FCC regulations applicable to the Customer Equipment. Customer represents and warrants that it is certified to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions.

4. CHARGES AND PAYMENT TERMS.

4.1 Charges, Invoicing and Payment. The charges for Service ordered under this Standard Service Agreement are set forth in the Service Order. Customer will be responsible for payment of all charges applicable to the Service for the entire Service Term specified in the applicable Service Order. Lightpath will issue invoices to Customer monthly in advance. 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 Lightpath 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%) or the highest rate permitted by law. Further, Lightpath will be entitled to recover from Customer all collection costs, including attorney fees. If Customer's account(s) reflects a credit balance, Customer must designate, in writing, within thirty (30) days of such credit balance the account(s) and charge(s) to which such credit balance is to be applied. Otherwise, Lightpath may elect to apply any undesignated credit balance to the account(s) with the oldest unpaid charges without prejudice to any other rights under applicable law.

4.2 Taxes and Other Charges. All charges set forth in a Service Order are exclusive of all applicable international, federal state and local taxes, including without limitation all use, sales, value-added, excise, gross receipts, franchise, license, privileges or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges however designated, incidental to or based upon the provision, sale or use of Service including the Universal Service Fund surcharge. Customer will not be obligated to pay taxes on Lightpath's net income. Customer may provide Lightpath with valid tax-exemption certificate demonstrating that it maintains tax-exempt status from collection of all or part of these taxes. Customer will reimburse Lightpath for any taxes, including any penalties and interest, that Customer is responsible for paying.

4.3 Disputed Invoices. Customer may dispute any portion of an invoice in good faith provided Customer pays the undisputed portion of the invoice and submits a written claim for the disputed amount. All claims must be submitted within ninety (90) days of the invoice date and Customer waives the right to dispute any charges if the claim is not received within such ninety (90) day period. In the event the dispute is resolved against Customer, Customer will pay such amounts plus interest at the rate set forth above within ten (10) days of the resolution of the dispute. Any disputed amounts resolved in favor of Customer will be credited to Customer's account on the next invoice following resolution of the dispute.

4.4 Credit Approval and Deposits. The initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Lightpath to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Lightpath, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, Lightpath may require Customer to make a deposit (in an amount determined solely by Lightpath) as a condition to Lightpath's provision of the Services, or as a condition to Lightpath's continuation of the Services. The deposit will not bear interest and will be held by Lightpath as security for payment of Customer's charges. If Lightpath uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Lightpath. If the provision of Service to Customer is terminated, or if Lightpath determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Lightpath.

5. DEFAULT AND REMEDIES.

5.1 Default By Customer. 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 this Standard Service Agreement 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.

5.2 Customer Insolvency. In the event Customer becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, or initiates any proceeding seeking general protection from its creditors, Lightpath may, at its sole discretion, either: (i) terminate any Service(s), or (ii) suspend any Service(s) upon notice to Customer.

5.3 Default by Lightpath. Customer may terminate a Service in the event Lightpath materially breaches its obligations herein and such breach is not cured within sixty (60) days after receipt of notice thereof; provided, however, if such breach is capable of being cured within a reasonable time that may be greater than sixty (60) days and Lightpath continuously pursues to cure such breach, then Customer may not terminate such Service.

5.4 Disconnection Requests. At any time during the Service Term, Customer may submit written requests for disconnection of Service 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. In the event, Lightpath has provided to Customer a Carrier Facility Assignment ("CFA") for its interconnection(s) to the Service Network, Lightpath will continue to bill Customer for the requested disconnected Service(s) until Customer provides written documentation to Lightpath that such interconnection(s) has been removed from the Lightpath provided CFA. Further, and in the sole discretion of Lightpath, Lightpath may act on behalf of and as agent for Customer to terminate all interconnection(s) relating to such Service, including interconnection(s) purchased directly by Customer. Upon request of Lightpath, Customer will promptly confirm to the applicable interconnection(s) vendor that Lightpath is authorized to terminate such interconnection(s) on behalf of Customer.

6. INDEMNIFICATION, LIMITATION OF LIABILITY AND WARRANTIES.

6.1 Customer Indemnification. Customer agrees to indemnify, defend, release and hold Lightpath, its Affiliates, directors, officers, employees, workers, and agents harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and costs) by reason of any third party action, claim, suit, judgment, damage, demand, loss, cost, expense or penalty against Lightpath arising from or in connection with this Standard Service Agreement for: (i) bodily injury; (ii) property damage; (iii) use of the Service in violation of this Standard Service Agreement or applicable law; (iv) Customer's unauthorized modifications to the Service or combinations thereof; or (v) unauthorized use of the Service by any person or entity using Customer's system or network.

6.2 Lightpath Indemnification. Lightpath agrees to indemnify, defend, release and hold Customer, its Affiliates, directors, officers, employees, workers, and agents harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any third party action, claim, suit, judgment, damage, demand, loss, cost, expense or penalty against Customer arising from or in connection with this Standard Service Agreement for: (i) bodily injury; (ii) property damage; or (iii) violation of applicable law.

6.3 Indemnification Process. In the event any action is brought against the indemnified Party, such Party will immediately notify the indemnifying Party in writing, and the indemnifying Party, upon the request of the indemnified Party, will assume the cost of the defense thereof on behalf of the indemnified Party and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified Party in connection therewith, provided that the indemnified Party will not be liable for any settlement of any such action effected without its written consent.

6.4 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO INDEMNIFICATION, CONFIDENTIALITY AND PAYMENT OBLIGATIONS 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 THE AGGREGATE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO LIGHTPATH FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY SUCH LIABILITY.

6.5 WARRANTIES. UNLESS OTHERWISE EXPRESSLY SPECIFIED UNDER THIS STANDARD SERVICE AGREEMENT, LIGHTPATH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED

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HEREIN. LIGHTPATH 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, AS WELL AS ANY WARRANTIES REGARDING THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY CUSTOMER EQUIPMENT.

7. CONFIDENTIALITY. Unless the Parties have already executed a nondisclosure agreement, in which case the terms thereof will supersede this Section and made part of this Standard Service Agreement, all information concerning or in any way relating to this Standard Service Agreement will be treated as Confidential Information. The term “**Confidential Information**” means all business and technical information of a Party which is non-public, confidential, trade secrets, or otherwise proprietary. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Each Party will hold in strict confidence and not disclose to any third parties any Confidential Information of the other Party without the prior written consent of a duly authorized representative of the disclosing Party. Confidential Information disclosed under this Standard Service Agreement will be used only by the receiving Party as necessary to perform its obligations hereunder. The obligations of confidentiality contained in this Section will not apply to any information that: (i) was already known to the receiving Party, other than under any obligation of confidentiality, at the time of disclosure by the other Party; (ii) was or becomes generally available to the public or otherwise part of the public domain other than through any act or omission of the receiving Party in breach of this Standard Service Agreement; (iii) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the other Party not to disclose such information to others; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed under operation of law or governmental process. In the event either Party is required to disclose the other’s Confidential Information under operation of law or government process, such Party will provide the disclosing party with reasonable advance notice prior to such disclosure.

8. MISCELLANEOUS.

8.1 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.

8.2 Assignment. Customer may not assign or otherwise transfer this Standard Service Agreement (including by merger or operation of law) or delegate its obligations herein without the prior written approval of Lightpath, which consent will not be unreasonably withheld. Subject to the foregoing, this Standard Service Agreement will be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Lightpath may assign this Standard Service Agreement: (i) to any of its Affiliates, (ii) to any entity that purchases all or substantially all of its assets or equity, (iii) or resulting from any merger, consolidation or other reorganization without notice to or consent of Customer.

8.3 Governing Law. This Standard Service Agreement 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 this Standard Service Agreement, and the Parties consent to the personal jurisdiction of the courts of the State of New York.

8.4 JURY TRIAL. THE PARTIES MUTUALLY AND INTENTIONALLY AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY REGARDING ANY ACTION OR DISPUTE RELATING TO OR IN THE INTERPRETATION OF THIS STANDARD SERVICE AGREEMENT. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS MUTUAL WAIVER IS MADE KNOWINGLY AND VOLUNTARILY.

8.5 Remedies. Except as expressly provided herein (e.g., Service Credits), the rights of Lightpath and Customer hereunder are cumulative, and no exercise or enforcement by either Party hereto of any right or remedy hereunder will preclude the exercise or enforcement by such Party of any right or remedy hereunder or any right or remedy to which it is entitled by law or in equity.

8.6 Compliance. 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.

8.7 Notices. All legal notices required to be given under this Standard Service Agreement must be given in writing and delivered either by email or recognized overnight delivery service to the addresses listed in the Service Order; and, in the case of Lightpath, a copy to legal@lightpathfiber.com.

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8.8 No Waiver. Except as otherwise provided herein, neither Party will be deemed to have waived any of its rights under the Standard Service Agreement by virtue of any failure or refusal by that Party to exercise any right under the Standard Service Agreement or to require full compliance by the other Party with its obligations under the Standard Service Agreement.

8.9 Order of Precedence. Except as expressly provided in the Service Order, any conflicts or inconsistencies among the various documents of the Standard Service Agreement will be resolved by giving precedence in the following order: (i) Service Order, (ii) Service Attachment, (iii) General Terms, and (iv) any other document utilized by the Parties herein.

8.10 Entire Agreement. This Standard Service Agreement, 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. This Standard Service Agreement may only be amended, modified or supplemented by an instrument in writing executed by each Party.