

## STUDENT WIFI SERVICE ATTACHMENT

### 1. APPLICABILITY OF SERVICE ATTACHMENT.

This Student WiFi Service Attachment sets forth the terms and conditions of Lightpath's Student WiFi service (the "**Service Attachment**"), whereby Lightpath will provide the end-users (e.g., students) of Customer the ability to access the Customer's Internet over the Optimum WiFi Network hotspots in select areas of New York, New Jersey and Connecticut for use solely by Customer and its end-users (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 DESIGN AND IMPLEMENTATION.

**2.1 Service Design.** The Service is designed, configured and installed on an end-user's device (e.g., laptop) which has been provided to the end-user by the Customer (the "**Customer Equipment**") through a Lightpath provided MAC addresses utilizing a Customer's dedicated Lightpath Internet circuit to access the Customer's website through a virtual private network connect ("**VPN**").

**2.2 Pre-Installation Technical Documentation.** Customer and end-user 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. Customer is required to provide IP addressing / bandwidth as required for the Service as well as physical connection demarcation information. In the event, Lightpath is not able to provide the Service to the Customer due to a failed local area network ("**LAN**") assessment, Lightpath reserves the right to cancel the Service and Customer will be responsible for all charges.

**2.3 Configuration and Installation of Service:** Lightpath will provide Service configuration and perform on-site installation at each Customer Location, as necessary, by Lightpath's third-party providers. Installation will include one or more of the following services, as required: (i) Service Equipment installation, wiring and configuration; (ii) testing and validation of Service Equipment, if applicable, and ensure Service Equipment features and functionality work properly; (iii) provide Customer with Service Equipment customer portal access credentials; and (iv) Customer will be provided with a user guide.

**2.4 Customer Responsibilities.** Customer will provide a point of contact to Lightpath for installation, notices for service outages, and any maintenance activities. Customer is responsible for adding, enabling and maintaining all filters in order to deny and prohibit end-users from accessing the Internet directly and manage all allowable access through the Customer's network. In addition, Customer will provide all support to its end-users. Further, for all Customer end-user calls received by Lightpath, Lightpath will advise such end-users to contact Customer for all support issues regarding the Service.

**2.5 Collection and Use of End-User Information.** In order to utilize the Service, Customer and its end-users must use an authorized WiFi device that has been pre-registered with Lightpath and be in close proximity to an Optimum WiFi Hot Spot. 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 / worm / malware or any other types of attacks, 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. The Service access location lists / maps may be updated from time-to-time. 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 Lightpath Watermark.** Customer acknowledges and agrees that the Optimum WiFi “watermark” bearing its logo may appear superimposed from time to time over portions of website pages, that the watermark is intended solely to identify Optimum WiFi as the source of wireless Internet access, and that this in no way indicates Lightpath's approval of or responsibility for the content of such websites, which are solely the responsibility of the website operators and / or content providers. Customer further agrees that Lightpath is not responsible for any third party website content or the operation of any third party website accessed through the Service.

**3.4 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**”).

**3.5 Optimum WiFi Network.** The Optimum WiFi Network is not ubiquitous and end-users must be near an Optimum WiFi Hot Spot in order to access the Service. Upon activation of a MAC address, end-users will select the Optimum WiFi SSID to obtain access the Optimum WiFi Network (End-users are not required to be an Optimum WiFi subscriber). End-users will access the Optimum WiFi Network and access the Customer provided VPN client to connect back to the Customer via secure access to the Customer's website. Content filtering is solely the responsibility of Customer.

**3.6 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.

**3.7 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.

**3.8 Resale Restrictions.** Customer is not permitted to resell, charge, loan, transfer, sublease, or otherwise dispose of the Service (or any part thereof) to any third party without the prior written consent of Lightpath.

**3.9 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.

**3.10 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.

**3.11 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.

# Lightpath

**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, support, 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 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.

**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.