



## FIRSTLIGHT STANDARD TERMS AND CONDITIONS

**TERMS AND CONDITIONS; AGREEMENT.** These terms and conditions shall govern any Service Order entered into by Customer and FirstLight when an applicable master form of agreement has not been executed by Customer and FirstLight (the "Agreement"). These terms and conditions and the Service Order shall be the Agreement for the ordered services ("Services").

### 1. DEFINITIONS.

- A. "Change Order Fees" shall mean any fees applicable if Customer requests any change to a Service Order after it has been accepted by FirstLight.
- B. "Completion Notice" shall mean a written notice from FirstLight that the Service ordered has been installed by FirstLight pursuant to the Service Order and has been tested and is functioning properly.
- C. "Excused Outage" shall mean any failure, outage, unavailability, delay, or other degradation of Service related to, associated with or caused by scheduled or emergency maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the FirstLight network but including, without limitation, Customer's end users, third party network providers (including but not limited to providers of off-net services, loops, or facilities), traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of Force Majeure as defined herein
- D. "Expedite Fees" shall mean any additional fees applicable if Customer requests an expedite on a pending Service Order.
- E. "Facilities" shall mean any real or personal property owned, licensed, utilized, or leased by FirstLight or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiberoptic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, and the like
- F. "Firm Order Commitment "FOC" shall mean the date FirstLight targets for delivery of a Service to Customer, as provided via written notice from FirstLight to Customer
- G. Moves/Adds/Changes (MAC) – Fees applicable if Customer requests support on MAC activity following acceptance by FirstLight of a Service Order.
- H. "Network Operations Center" (NOC) is the team responsible for the operation of the FirstLight ILA/COLO sites
- I. "Off-Net" shall mean network used for a Service that is not On-Net or Service that travels over network or facilities that are not On-Net
- J. "Services" shall mean any FirstLight service described in a Service Schedule and provided to Customer pursuant to a Service Order.
- K. "Service Order" shall mean a request for Services submitted by Customer and accepted by FirstLight in the form designated by FirstLight.
- L. "Service Commencement Date" shall mean the first to occur of (i) the date set forth in any Completion Notice, or as otherwise provided for in this Agreement or (ii) the date Customer begins using the Service; whichever shall occur first.

**2. BILLING AND PAYMENT.** Billing shall commence upon installation. The Customer is responsible for payment of all invoices within 30 days of the date of such invoice of all charges for Services furnished hereunder. Prices quoted exclude taxes, fees and surcharges. FirstLight will accept payments via check or electronic funds transfer. If paying by credit or debit card, a recovery fee will be applied to the payment for the credit card or debit card processing fees may apply; which shall be no less than such processing fee plus an administrative fee of 2.95% of the monthly recurring charge. All past due invoice amounts are subject to a late charge of 1.5% per month of the balance due, or such lesser maximum charge as required by applicable law. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees. FirstLight will charge a fee, as allowed by law, for each check returned for insufficient funds. Customer must notice FirstLight no later than the date such invoice is due if Customer will withhold the disputed amounts, and failure to notice FirstLight within such time frame and withholding monies shall constitute a material breach of this Agreement. If Customer has previously made payment and later disputes all or a portion thereof, Customer must provide notice to FirstLight no more than sixty (60) days after FirstLight's receipt of the payment in question. Customer waives all rights to dispute any payment previously made if notice is not provided to FirstLight within the aforementioned sixty (60) day period. In the event any portion of an invoice is disputed, the parties shall make good faith efforts to resolve such dispute within 30 days of receipt of Customer's notice to FirstLight of such dispute. If the dispute is resolved in favor of FirstLight and FirstLight has not yet received payment, Customer shall make payment within ten (10) days of written demand or the date of an invoice for such payment and shall include interest from the original due date to the date of payment, calculated as provided for above. In the event the dispute is resolved in favor of Customer and Customer has previously made payment, the amounts resolved in favor of Customer shall be either i) paid to customer within ten (10) days of written demand, or ii) credited back to Customer on the next regularly scheduled monthly invoice from FirstLight, at Customer's option, and shall include interest from the original due to the date of payment or credit, as the case may be, calculated as provided for above. Purchase orders issued by Customer shall not be deemed to amend, modify, or supplement this Agreement or any Service Order, and any terms and conditions set forth therein shall have no legal effect on FirstLight unless otherwise agreed in writing by FirstLight.

**3. ADDITIONAL FEES.**

- A. **Cost Recovery Fee** - This fee allows FirstLight to recover expenses such as, but not limited to, federal and state regulatory and license fees, fees to fund telecommunications relay services, fees and assessments on our network facilities and services, property taxes, and costs associated with North American Numbering Plan Administration. It is neither government-mandated nor a tax. These charges, including the amount and what's included, are subject to change from time to time.
- B. **Request Fees** - Should Customer request an expedited installation, or request changes to a Service Order after it has been accepted by FirstLight, or requires assistance on Moves/Add/Changes, additional fees will apply. When such requests are made, FirstLight shall inform the Customer as to the amount of the additional fees that may be charged as described below:
  - i. **Expedite Fees** – If Customer requests an expedite on a pending Service Order, expedite fees would apply.
  - ii. **Change Order Fees** – If Customer requests a change to a Service Order after it has been accepted by FirstLight, change order fees may apply.
  - iii. **Moves/Add/Changes (MAC)** – If Customer requests support on MAC activity, additional charges shall apply.



4. **Directory Listings** - Customer is entitled to a single directory listing, by written request, which may include the name, address and telephone number of the individual, organization, firm, or corporation with whom the Service has been contracted at no charge to the Customer. If Customer desires additional directory listings, each additional listing will be provided to Customer at an additional monthly cost.
  
5. **USE.** Customer may use the Services for any lawful purpose for which they are intended, provided that Customer may not resell, sublease, or sublicense any dark fiber or collocation space provided hereunder. Customer shall not use the Services so as to interfere with or impair service over any of the facilities and equipment comprising the FirstLight network or equipment or of any third party. Customer shall, at all times, use the Services in full compliance with all applicable laws and FirstLight's Acceptable Use Policy located at <https://www.firstlight.net/acceptable-use-policy/>. For certain Private Line and Voice Services the Customer must certify and covenant the percentage of traffic interstate and intrastate jurisdiction in nature. If applicable to the Service, Customer certifies and covenants that more than 10% of the traffic on the Service is interstate pursuant to the FCC's "Mixed-Use Rule" or so-called "10% Rule", unless expressly stated otherwise on the Service Order.
  
6. **SERVICE DATE AND TERM.** The Agreement created by these terms and conditions and a Service Order shall become effective on the date the Service Order is signed by both Customer and FirstLight and it shall continue in force until the end of the Term designated in the Service Order ("Service Term"), which shall commence upon the provision of Service ("Agreement"). Unless written notification is provided by Customer thirty (30) days prior to expiration of the Service Term, the Services and Agreement shall automatically continue on a month-to-month basis. FirstLight shall use reasonable efforts to make Services available by Customer's requested service date. FirstLight shall not be liable for any damages whatsoever resulting from delays in meeting any service dates. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, and delays in actual construction work.
  
7. **COMMENCEMENT OF BILLING.** Upon installation, testing and completion of the Service requested by Customer as set forth in the signed Service Order, FirstLight will deliver to Customer a Completion Notice. Upon receipt of the completion notice, Customer shall have a period of seventy-two (72) hours to indicate that the Service has not been completed or is not properly functioning. Unless Customer delivers written notice to FirstLight within such seventy-two (72) hour period that the Service is not completed in accordance with the Service Order and not functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from third parties (including carriers) needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Services. In the event that Customer notifies FirstLight within the time period stated above that the Service is not completed and functioning properly, then FirstLight shall correct any deficiencies in the Service and deliver a new Completion Notice to Customer, after which the process stated herein shall be repeated.
  
8. **CUSTOMER RESPONSIBILITIES.** (a.) Access: Customer is responsible for securing, at its own cost, all authorizations for FirstLight to access any part or aspect of the premises where Services are to be delivered, including but not limited to easements, conduit, and risers, so that FirstLight and its contractors may install, repair, maintain, inspect, replace or remove any and all Facilities and Equipment provided by FirstLight. Access to such premise shall be made available at a time mutually agreeable to Customer and FirstLight. FirstLight shall also have the right to obtain access to its cable installed in Customer-provided conduit at any splice or junction box. (b.) Provision of Equipment Space, Conduit, and Electrical Power: Customer shall provide the

necessary equipment space, conduit, HVAC service and electrical power required to terminate and maintain the Facilities used to provide Service on the premises without charge or cost to FirstLight, which must be made available to FirstLight on a timely basis. Customer shall be responsible for assuring that premises is a safe place to work free from environmental hazards and any equipment space, conduit, other aspects of the premises are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws and applicable leases or other contractual agreements. (c.) Governmental Authorizations: Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to use their Service and comply with its obligations under this Agreement.

- 9. REMOVAL OF CUSTOMER EQUIPMENT AT FIRSTLIGHT FACILITIES.** Upon the expiration or earlier termination of the applicable Service Order, Customer shall quit and surrender possession of the Facilities to FirstLight in good order and clean condition, reasonable wear and tear accepted; and Customer shall promptly remove all its equipment from the FirstLight Facilities and from the premises in accordance with FirstLight's Policies and Procedures. If Customer fails to do so within five (5) days of such expiration or termination, FirstLight may treat the equipment as abandoned property and either charge Customer for the removal and/or storage costs or dispose of the equipment in any manner that FirstLight shall elect. For the avoidance of doubt, in the case of any sale of the Customer equipment by FirstLight, to the extent permitted by applicable law, Customer shall not be entitled to receive the proceeds of such sale. FirstLight has no duty to preserve or care for any Customer equipment abandoned or deemed abandoned hereunder, and Customer hereby waives, releases, and indemnifies FirstLight with regard to any claims it (or any other party) may have in connection with any such removal, storage or sale. Any wiring or other electrical components installed in the subfloor or overhead area of the FirstLight Facilities to support the operation of the customer equipment may be removed by FirstLight after the expiration of the Service Term at Customer's sole cost and expense. The cost of removal of such wiring or electrical components may be deducted by FirstLight from any deposits held by FirstLight in connection with the Agreement or billed to Customer. Customer shall pay any such fees promptly upon receipt of a bill therefor.
- 10. FRAUDULENT USE OF SERVICES.** Customer is responsible for all charges attributable to the use of Customer's Service or Facilities even if incurred as the result of fraudulent or unauthorized use of Service by any person, whether such use is authorized by, or known or unknown to Customer, except Customer shall not be responsible for fraudulent or unauthorized use by FirstLight or its employees.
- 11. TOLL FRAUD.** In the event that Customer installs its own terminal communications equipment including, but not limited to, PBX on its premises which may access FirstLight's toll services, it is expressly agreed and understood that the security of, and fraud controls within, such terminal equipment are the sole responsibility of Customer. It is expressly understood that such terminal equipment may have the capability to allow calls to be originated from remote locations, routed through such equipment, and connected to FirstLight's toll service, in the same manner as a call originated from Customer's premises. Any arrangement, commonly known in the industry as "remote calling or remote PBX access," could create opportunities for outside third persons to have toll calls appear to originate on, and be charged as originating from, such terminal equipment. The obligation to provide appropriate security to protect against unauthorized calls rests solely with Customer. It is expressly understood that Customer is responsible for all charges attributable to use of Customer's terminal equipment even if incurred as a result of fraudulent or unauthorized use of Customer's terminal communications.
- 12. EQUIPMENT.**
- A.** Title: Customer acknowledges and agrees that Customer has no right, title or ownership interest in any fiber, cable, space or other Facilities and equipment provided by FirstLight. Customer shall neither create nor

permit to be created any liens or encumbrances on any fiber, cable, space or other Facilities and equipment provided by FirstLight. Upon termination of Service, FirstLight shall remove its equipment and shall have the right, but not the obligation, to remove all other Facilities from any applicable premises.

- B. **Maintenance:** FirstLight shall use reasonable efforts to maintain the Services in accordance with applicable Service Level Agreement. There are no additional charges for FirstLight maintenance services on FirstLight's Facilities and equipment however, FirstLight shall have no responsibility for the maintenance and repair of facilities and equipment which it does not furnish. Customer shall be obligated to pay FirstLight's standard charges when Customer requests maintenance or repairs and such maintenance or repairs needed is attributable to Facilities or equipment provided by Customer or a third party.

**13. DEFAULT.** If Customer shall fail to pay any undisputed amount required under this Agreement and such failure continues for ten (10) days after written notice to Customer, or Customer fails to comply with any other material provision of the Agreement and such noncompliance continues for thirty (30) days after written notice to Customer, FirstLight, at its sole discretion, may elect to: (i) terminate the Agreement whereupon, in addition to all sums then due and payable, all future monthly or other charges hereunder shall become immediately due and payable and/or (ii) pursue any other remedies as may be provided by law or inequity.

**14. FORCE MAJEURE.** FirstLight shall be excused from performance and shall not have any liability to customer, or any other person or entity, with respect to any failure of FirstLight to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event, including, without limitation, any labor dispute, global supply chain shortages, fire, flood, storm, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, or action or order of any judicial, legislative, governmental, or quasi-governmental authority, or any other cause beyond FirstLight's reasonable control ("Force Majeure event"). Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control. In the event FirstLight is unable to deliver Service as a result of a Force Majeure event, Customer shall not be obligated to pay FirstLight for the affected Service for so long as FirstLight is unable to deliver the Service.

**15. LIMITATIONS OF LIABILITY.**

- A. Liability for Service Interruptions. To the extent that any portion of the Service is unavailable, interrupted, or materially degraded, FirstLight and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as provided below under the section entitled "Credit Allowances".
- B. Liability for Damages to Property. FirstLight shall not be liable for any damages whatsoever to property unless the damage is caused by FirstLight's willful misconduct or negligence.
- C. Liability for Services and Equipment Not Provided by FirstLight. FirstLight shall not be liable for any damages whatsoever associated with Service or equipment which it does not furnish, or for any act or omission of any other party furnishing to Customer Facilities or equipment used for or with the Service.
- D. Liability for Force Majeure Events. Neither party shall be liable for any failure of performance or Service for reasons beyond its reasonable control including without limitation casualty, condemnation or loss of rights-of-way and any other event generally recognized as an event of Force Majeure.
- E. Liability for Negligence or Fault of Customer. FirstLight shall not be liable for any interruptions or damages due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or Facilities.

- F. Liability Regarding Governmental Authorization. FirstLight shall use commercially reasonable efforts to obtain and keep in effect all governmental authorizations necessary in order to provide Service hereunder. FirstLight shall be entitled to take, and shall have no liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall cooperate fully and take such action as may reasonably be requested by FirstLight as part of such compliance.
- G. No Special Damages. In no event shall FirstLight be liable for special, indirect, consequential, exemplary, or punitive damages attributable to its performance or nonperformance of the Agreement.
- H. FirstLight's liability under any theory of damages shall not exceed an amount equivalent to the total fees paid in the prior twelve (12) month period to FirstLight by Customer under the Agreement.

**16. TERMINATION.** FirstLight may terminate the Agreement without liability and the Customer's payment obligation expire if: (a.) The Facilities used to provide Service is taken by exercise of condemnation or eminent domain, or (b.) The Facilities shall, in FirstLight's judgment, be made inoperable and beyond economically or technologically feasible repair. In the event of non-payment of any bill rendered by FirstLight, or the non-payment of any required deposit, FirstLight may suspend Service until the bill rendered or the required deposit has been paid.

**17. TERMINATION OR DEFAULT BY CUSTOMER.**

**A. Customer Termination.** Customer may cancel a Service:

- i. at any time and for any reason during the Service Term by providing at least thirty (30) days prior written notice, or;
- ii. following the signing of a Service Order but before the Service is turned over to Customer for acceptance, provided Customer agrees that FirstLight's actual damages arising from such termination are impossible to ascertain, that the early termination charges are a reasonable estimate of the same, and that such charges constitute liquidated damages and not penalties ("Early Termination Liability" or "ETL"). If Customer cancels for any reason during the Service Term, Customer agrees to pay FirstLight the following ETL:
  - a) 100% of any unpaid or waived non-recurring charges; plus
  - b) 100% of any service charges incurred and not yet paid; plus
  - c) 100% of the monthly recurring charges for each month remaining in the first year of a Service Term; plus
  - d) 75% of the monthly recurring charge for each month remaining in the second year of a Service Term; plus
  - e) 50% of the monthly recurring charge for each month remaining after the second year of a Service Term; and plus
  - f) 100% of any charges owed by FirstLight to a third party resulting from such termination
- iii. If Customer cancels following the signing of a Service Order but before the Service is turned over to Customer for acceptance Customer agrees to pay the following ETL:
  - a) any and all non-recurring charges and monthly service charges incurred or accrued as of the effective cancellation date; plus
  - b) an early cancellation fee equal to the amount of 30% of the aggregate monthly service charges due for the term of this Agreement which would have otherwise accrued and been due; plus
  - c) any and all installation fees that FirstLight waived at the start of service; plus
  - d) Any circuit installation and/or cancellation charges, including termination fees to third

parties, or other charges incurred by FirstLight as a result of Customer's cancellation.

**B. Customer Default.** Customer shall be in default if:

- i. Customer fails to pay any undisputed portion of an invoice when due and has not cured such breach within five (5) days of receipt of notice from FirstLight;
- ii. Customer fails to comply with any applicable Law and such failure to comply continues for ten (10) days, or any such shorter period as required by such Law or supporting Law, of receipt of notice from FirstLight;
- iii. Customer breaches or otherwise takes any action or inaction that results in a violation of any license, permit, right of way, easement, authorization, contract, franchise, or operating authority of FirstLight ("Underlying Rights") and fails to cure the breach or violation within twenty (20) days, or any shorter period as required by the grantor of the Underlying Right, of receipt of notice from FirstLight; or
- iv. Customer breaches any other material term or obligation hereunder and fails to cure the breach within thirty (30) days of receipt of notice from FirstLight.

In the event that a breach with a cure period of thirty (30) days cannot reasonably be cured within such thirty (30) day period, Customer shall not be in default if it has i) acted diligently to begin curing the breach, ii) made reasonable progress towards curing the breach, and iii) continues diligent efforts and reasonable progress towards curing the breach. Under no circumstances shall Customer have more than ninety (90) days to cure any breach. Following the expiration of an applicable cure period provided for in this section, FirstLight may terminate all affected Service Orders and recover affected Facilities without further notice.

**18. CREDIT ALLOWANCES.** A credit will be provided when Service is interrupted continuously for more than 24 hours on POTS service, or as defined in the Service Level Credit terms by product type, excluding dark fiber and collocation service. Other exceptions are specified below. An interruption period begins when Customer reports an interruption in service to FirstLight at 800-461-4863. Credit allowance does not apply to interruptions that are (a.) caused by Customer; (b.) due to failure of power or equipment provided by customer or third parties, (c.) during any period in which FirstLight is not given access to the Service or premises; (d.) due to scheduled or emergency maintenance and repair; and (e) due to an event of Force Majeure. No more than one full day's credit will be allowed for any period of 24 hours; and, no more than one month's worth of monthly recurring charge in any given month. All requests for credit for service outages must be made in writing by the Customer to FirstLight no more than thirty (30) days after issuance of the bill for the period in which the outage occurred. In no event shall the total amount of the credit issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

**19. CHRONIC OUTAGE.** In the event, absent Force Majeure, a Service experiences three (3) or more outages resulting in the granting of Outage Credits in any contiguous thirty (30) day period or more than twenty-four (24) hours of continuous outage on a Service, Customer may, upon written notice received within thirty (30) days of the Chronic Outage, terminate the affected Service without incurring Early Termination Liability for that Service. Notwithstanding the foregoing, following an outage, for no less than the twenty-four (24) hour period following the initiation of corrective action by FirstLight to restore the affected Service, any subsequent interruption to the Service prior to FirstLight confirming the Service is restored and the event causing the outage has been corrected, shall not be a separate outage and shall not contribute to the three (3) outages granting Customer the right to terminate the affected Service without Early Termination Liability.

**20. INDEMNIFICATION.** FirstLight shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, damages or damages, including reasonable attorney fees

(collectively “Claims”) arising from the use of Service and to the extent legally permissible for: (i) damage to tangible property; (ii) bodily injury including death; (iii) infringement of a third party’s intellectual property right; (iv) claims made by any client or customer of Customer with regards to the Service; and (v) any breach of a material obligation of the Agreement.

- 21. ASSIGNMENT.** FirstLight may, without consent from Customer, assign any of its rights, privileges, or obligations under the Agreement. Customer shall not, without prior written consent of FirstLight (which consent shall not be unreasonably withheld) assign the Agreement.
- 22. WARRANTIES.** FIRSTLIGHT MAKES NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES OR EQUIPMENT PROVIDED, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. FIRSTLIGHT DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIPMENT PROVIDED BY FIRSTLIGHT IN CONJUNCTION WITH ANYSERVICE IS PROVIDED ON AN ‘AS IS’ BASIS. FIRSTLIGHT DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CUSTOMER AGREES THAT ANY EQUIPMENT OF SOFTWARE PROVIDED TO CUSTOMER UNDER THESE STANDARD TERMS AND CONDITIONS WILL CARRY THE WARRANTY CARRIED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND FIRSTLIGHT MAKES NO INDEPENDENTWARRANTY WITH RESPECT TO SUCH PRODUCTS.
- 23. SEVERABILITY.** In the event that any term or provision of the Agreement shall be declared invalid, illegal, or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not, in any manner, affect the validity or enforceability of any other term or provision of the Agreement. Failure by either party to enforce a provision of the Agreement shall not constitute subsequent waiver of such provision.
- 24. MISCELLANEOUS.** If, for any reason, FirstLight determines that Service cannot be provisioned as ordered, FirstLight reserves the right to amend the Agreement accordingly. In the event the amendment increases the cost quoted in the applicable Service Order, the Customer will have the right to terminate the Agreement. If Customer terminates the Agreement, Customer will be responsible for any charges reasonably incurred by FirstLight. Changes or modifications including, but not limited to, changes or modifications to the rates or terms of the Agreement may be made, modified, waived or amended only by a written instrument pre-approved and signed by a duly authorized representative of each party. It shall be binding upon each party’s respective successors and assigns.
- 25. JURISDICTION.** The rights and obligations of the parties under the Agreement shall be in all respects governed by, construed, and enforced in accordance with the laws of the State of New York, excluding its conflict of laws principles. Any action arising under the Agreement shall be brought in a federal or state court located in Albany County, New York. Customer waives any objection to forum or venue in these courts.
- 26. CONFIDENTIALITY.** The Customer agrees that certain information being provided by FirstLight to Customer and/or its representatives in connection with this contract is non-public and confidential and proprietary in nature. The unauthorized disclosure of such confidential information to a third party may cause irreparable harm to FirstLight. Accordingly, Customer agrees not to disclose any such information to any third party without the express written consent of FirstLight. In the event of a breach of this provision, FirstLight shall be entitled to pursue any and all remedies available at law or in equity, including injunctive relief; FirstLight shall be entitled to recover its reasonable attorneys’ fees and court costs.
- 27. INSURANCE.** Each party agrees to maintain insurance policies of the type and including coverage limits



provided hereinafter:

- A. Workers compensation insurance in compliance with statutory requirements and employer's liability insurance with limits of \$1,000,000 for each accident (minimum) and \$1,000,000 for disease for each employee (minimum).
- B. Commercial general liability insurance endorsed to provide coverage for contractual liability and products and completed operations. Automobile liability insurance, which shall include coverage for all owned, non-owned and hired vehicles. Each policy shall include coverage limits for bodily injury and property damage of \$1,000,000 combined single limit for each occurrence (minimum). Excess umbrella liability insurance to cover all risks covered by the general liability and automobile liability policies with a per occurrence limit of \$5,000,000.
- C. Cyber Liability insurance with minimum limits in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- D. Each party shall endeavor to provide notice 10 days in advance of any cancellation or material change in a policy may become effective. Each party agrees to require all such policies of insurance to include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against the other party and the other party's officers, directors, employees, contractors and agents. All policies shall be on an occurrence basis and shall be obtained only from insurers who are rated "A-VII" or better in the then most recent edition of Best's Insurance Reports.

In the event Customer does not provide any or all of the insurances herein or any policy shall be cancelled, FirstLight reserves the right to procure such insurance and Customer shall promptly pay FirstLight for associated premiums upon invoicing by FirstLight.

- 28. **COST INCREASES.** FirstLight reserves the right to passthrough any increase from third party providers or vendors during the term of this agreement including but not limited to power costs, license fees, services, etc. Any pass-through rate increases will be adjusted on a semi-annual basis, during the Term of the Service.
- 29. **SERVICES ORDERED.** Customer hereby acknowledges that it may be necessary to adjust quantity and type of services, features and/ or equipment in order to deploy the services ordered. Any changes will be communicated to customer via email and will be billed accordingly. Any new services added that are not listed on the service order will require a new service order that will be coterminous with original contract.
- 31. **PRODUCT MIGRATION.** For those customers who are migrating from an existing FirstLight-provided monthly recurring service to another FirstLight-provided monthly recurring service, where both the old and new service will both be in service for a period of time, FirstLight will provide a 30-day billing grace period, where only the monthly recurring charge (MRC) for the new service will be due and owing and the MRC associated with the existing service will be credited. This one-time credit is being offered to allow the Customer to plan and migrate their network service and account for the overlap in billing during this transition period. After this 30-day grace period, Customer will be responsible for the MRC associated with both services unless the Customer has submitted a formal disconnect notice to FirstLight to terminate the old service.
- 32. **SURVIVAL.** All terms herein that by their nature are intended to survive termination, cancellation or expiration of the Agreement shall survive. Such provisions shall include, but be limited to, payment, indemnification, insurance, limitation of liability and choice of law and venue.
- 33. **ENTIRE AGREEMENT.** This Agreement, including any Service Schedule(s) and executed Service Order(s),



constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect. The Service Schedule(s) attached hereto are listed below:

- Service Schedule A FirstLight Voice Services
- Service Schedule B FirstLight Cloud Communications
- Service Schedule C FirstLight Internet Services
- Service Schedule D FirstLight DDoS Protection & Mitigation Service
- Service Schedule E FirstLight Ethernet Services
- Service Schedule F FirstLight Dark Fiber Services
- Service Schedule G FirstLight Wavelength Services
- Service Schedule H FirstLight Cloud Computing Services
- Service Schedule I FirstLight Public Cloud Connectivity with Megaport
- Service Schedule J FirstLight Data Center/Colocation License
- Service Schedule K FirstLight Managed Solutions
- Service Schedule L FirstLight TDM Private Line Services
- Service Schedule M FirstLight Engineering Service Agreement
- Service Schedule N FirstLight Cisco Webex
- Service Schedule O FirstLight Teams Operator Connect Service