

Service Schedule I - Public Cloud Connectivity with Megaport

1. Description. This service description sets forth the FirstLight Public Cloud Connectivity with Megaport offering for connectivity to Public Cloud Service Providers. FirstLight Public Cloud Connectivity provides connectivity from the Customer Premise to the public cloud provider of their choice leveraging a third party (Megaport) software-defined ("SDN") network. FirstLight is an authorized reseller of Megaport services, and the Megaport components of the Service are provided to FirstLight by Megaport (USA), Inc. ("Megaport") and resold to Customer by FirstLight. The service is available in EPL (Ethernet Private Line) and EVPL (Ethernet Virtual Private Line) to a Megaport Port. From the Megaport Port, Customer traffic is carried across one or more virtual cross-connects ("VXCs") to the third-party Cloud Service Provider(s) Customer selects (for example, Amazon Web Services Direct Connect, Microsoft Azure ExpressRoute, Google Cloud Interconnect and Oracle Cloud Infrastructure FastConnect) or to other Megaport-enabled endpoints. Service speeds are configurable as set forth in Section 1.A below, subject to the capabilities of the selected Cloud Service Provider. The Megaport components of the Service are available only at Megaport-enabled data centers.

FirstLight's Public Cloud Connectivity is enabled by its Metro Ethernet Service, which is a Layer 2, network-based service available across the FirstLight Network. This solution provides Customer the ability to seamlessly connect their locations to a public cloud provider, leveraging the capabilities of Megaport.

A. Service Components. The primary service components for the Services are as follows:

- i. **Metro Ethernet Port.** A Port is the physical entrance to the FirstLight network and is also referred to as the User Network Interface (UNI). FirstLight will charge Customer a Non-Recurring Charge ("NRC") and a Monthly Recurring Charge ("MRC") for each Service Port, including all sub-elements or configurable attributes to the Port. The Service Order Form will specify the sub-elements or configurable attributes to the Port such as speed.
- ii. **Access Loop.** Access is required for FirstLight Metro Ethernet ports. If FirstLight Metro Ethernet is ordered, Customer must purchase FirstLight-provided access loop facilities, which shall be charged an MRC and NRC for each access loop.
- iii. **Megaport Port.** A Megaport Port is a high-speed Ethernet interface located in a Megaport-enabled data center that provides the physical connection to Megaport's services, including VXCs. FirstLight will deliver Customer's traffic to either (a) a Megaport Port dedicated to Customer, or (b) a FirstLight-owned Megaport Port on which Customer's traffic is logically separated, as specified in the Service Order. Where a dedicated Megaport Port is ordered, FirstLight will charge Customer an MRC and, if applicable, an NRC for the Port. Where Customer's traffic is delivered over a FirstLight-owned Megaport Port, the cost of that Port is included in the VXC pricing and is not charged separately.
- iv. **Virtual Cross-Connect (VXC).** A VXC is a high-speed point-to-point Ethernet virtual circuit between two Megaport Ports, Megaport Cloud Routers ("MCRs") or Megaport Virtual Edges ("MVEs").
 - a) VXC service speeds may be configured in 1 Mbps increments, up to the speed of the slowest connected Port, MCR or MVE, or as otherwise supported by the selected Cloud Service Provider or qualified by Megaport at the time of order.
 - b) Each third-party Cloud Service Provider in the configuration will require a VXC. FirstLight will charge Customer an MRC for each Cloud Service Provider VXC. Cloud Service Providers may require two (2) diverse VXCs for the Customer to be eligible for the Cloud Service Provider's own service level agreement; redundant VXCs are charged separately.
- v. **Megaport Cloud Router (MCR) (Optional).** An MCR is a software-based virtual router on the Megaport network that joins two or more VXCs into a single routing domain, providing Layer 3 (IP) connectivity between all VXCs attached to the MCR (for example, cloud-to-cloud routing between Cloud Service Providers without routing traffic back to the Customer Premise). The MCR speed is the aggregate bandwidth available to all connected VXCs. MCR is available at selected data centers. FirstLight will charge Customer an MRC for each MCR. FirstLight will configure the MCR solely in accordance with the routing parameters supplied by Customer (see Section 2.C). Optional IPsec is available on an MCR in bundles of ten (10) tunnels per MCR; a bundle may not be split across MCRs, and no credit is given for unused tunnels.
- vi. **Public Cloud Service Provider.** Customer acknowledges that they will initiate and execute a direct relationship with the Cloud Service Provider(s).
 - a) Customer agrees to initiate and maintain the relationship with the third-party Cloud Service Provider and be solely responsible to pay all fees and charges assessed by the Cloud Service Provider, including the port and usage fees.
 - b) FirstLight is providing a 10-day testing and acceptance time frame for Customer to activate their Cloud Service Provider service. Customer agrees that no response within the timeframe provided is deemed as accepted service and FirstLight billing will commence.
 - c) Customer acknowledges that the Cloud Service Provider's end of each VXC is owned and controlled by the Cloud Service Provider. A VXC cannot be activated until the Cloud Service Provider accepts or approves the connection (for example, by accepting the connection in Customer's cloud console), and cannot be deactivated until the Cloud Service Provider has terminated its corresponding service. If the Cloud Service Provider terminates its end of the connection, the associated VXC will automatically terminate. FirstLight is not liable for any such termination by a Cloud Service Provider.
- vii. **Megaport Internet (Optional).** Megaport Internet is a symmetrical, high-speed IP service delivered to a Megaport Port, MCR or MVE over a VXC, providing access to the public Internet. Megaport Internet includes a single dedicated, globally routable public IP address; additional IP address blocks may be ordered by Service Order, subject to Section 3.H. FirstLight will charge Customer an MRC for each Megaport Internet service, based on the speed specified in the Service Order. The following additional terms apply:
 - a) Megaport Internet is not available as a standalone service. Customer must have an active Megaport Port, MCR or MVE, and Megaport Internet will automatically terminate if the associated Port, MCR or MVE is terminated.

- b) Megaport Internet may only be used within the United States (or another country in which Megaport offers the service and which is specified in the Service Order). Use of the service in or from any other jurisdiction is prohibited.
- c) Where Megaport Internet is delivered to an MCR or MVE, it may be used only to connect Customer's remote users or branch locations to the MCR or MVE (in the case of an MCR, via IPsec) or to connect the MCR or MVE to other endpoints on the Megaport network, and not as general Internet transit.
- d) Megaport does not provide recursive DNS resolvers. Customer must provide its own DNS infrastructure or use a third-party DNS service.
- e) FirstLight may suspend or terminate Megaport Internet if Customer's use disrupts or negatively impacts the Megaport network or other Megaport customers.

viii. Megaport Virtual Edge (MVE) (Optional). An MVE is a virtual machine hosted on the Megaport network that runs a Customer-selected SD-WAN or network software image, providing virtual connectivity from Customer's remote locations to Megaport services as an alternative to a physical Megaport Port. MVE is available in selected metropolitan areas and in the sizes specified in the Service Order. The MVE compute and any associated Megaport Internet are billed as separate MRCs. The following additional terms apply:

- a) Customer must supply its own valid software license for the selected image. FirstLight does not sell or provide software licenses for MVE images. An MVE may be connected only to equipment validated for the selected software image.
- b) FirstLight (with Megaport) is responsible for troubleshooting the MVE virtual machine and its connectivity. Customer is responsible for the configuration and management of the software image (including through its software vendor's management platform) and for resolving software or image issues with its software vendor.
- c) Where console access to the MVE is required for configuration or troubleshooting, FirstLight will facilitate such access at Customer's request. Customer is solely responsible for its use of console access and for the security of its credentials, and neither FirstLight nor Megaport is liable for any loss arising from it.

B. Provider Equipment. FirstLight Metro Ethernet Service requires Provider Equipment. FirstLight shall provide the necessary Provider Equipment and will configure, maintain, and manage all equipment provided by FirstLight. The FirstLight point of demarcation for Metro Ethernet Services will be a FirstLight specified Ethernet interface connected to FirstLight provided equipment.

2. Customer Responsibilities. Customer shall:

- A.** Complete the Cloud Service Provider Questionnaire and deliver to FirstLight along with Customer Service Order.
- B.** Provide FirstLight with the Cloud Service Provider account information needed to provision each VXC (for example, an AWS account ID, a Microsoft Azure ExpressRoute service key or a Google Cloud pairing key), and accept or approve each connection in Customer's own Cloud Service Provider account within the testing and acceptance time frame in Section 1.A.vi.
- C.** Supply, configure and manage compatible Customer equipment and all Layer 3 routing for the Service. Customer is responsible for its routing design and BGP configuration with each Cloud Service Provider, MCR and Megaport Internet service, and for supplying FirstLight with all required routing parameters (including Autonomous System Numbers, BGP peering addresses, authentication keys, IP prefixes and VLAN IDs) in the Cloud Service Provider Questionnaire or a change request. FirstLight will configure the Megaport components using the parameters Customer supplies and is not responsible for service issues resulting from Customer's routing design or from incorrect or incomplete information provided by Customer.
- D.** Be responsible for all information and data transmitted or accessed using the Service, including encrypting any data Customer chooses to transmit. Megaport acts as a passive conduit and does not access packet content.
- E.** Use the Service for Customer's own business purposes only, not resell or resupply the Megaport components of the Service, and comply with Megaport's Acceptable Use Policy (available at megaport.com/legal) and Megaport's reasonable operational directions as communicated by FirstLight.
- F.** Represent that Customer is not registered, headquartered, domiciled or operating in mainland China (excluding Hong Kong and Macao) or in any other country listed as sanctioned in Megaport's Trust Center (trust.megaport.com), and promptly notify FirstLight of any change. FirstLight may immediately terminate the Megaport components of the Service, without liability, if this representation becomes untrue.

3. Megaport Third-Party Service Terms. The Megaport components of the Service (including Megaport Ports, VXCs, MCRs, Megaport Internet, MVEs, Megaport-procured cross connects and any Other Megaport Services) are third-party services provided to FirstLight by Megaport. The following terms apply to those components:

- A. No Direct Relationship.** Customer's contract for the Service is solely with FirstLight. Customer has no direct contractual relationship with Megaport, and Megaport has no liability to Customer. FirstLight is Customer's single point of contact for ordering, changes, billing, support and fault reporting.
- B. Management and Changes.** FirstLight is the sole administrator of the Megaport components of the Service. Customer will not be provided with access to Megaport's customer portal (Megaportal) or Megaport's API, and may not order, configure, modify or terminate Megaport components directly with Megaport. All requests for new Megaport components, speed (rate limit) changes, configuration changes, moves, additions and terminations must be submitted to FirstLight by Service Order or written change request. FirstLight will implement approved requests within a commercially reasonable time. Changes take effect, and any associated changes in charges begin, on the date FirstLight implements the change.
- C. Changes to the Megaport Service.** Megaport may replace or vary the Megaport components of the Service where such change does not result in a material deterioration in the quality of the Service. FirstLight will use reasonable efforts to notify Customer of any such change that affects Customer.

- D. Suspension.** FirstLight may suspend or restrict the Megaport components of the Service, in addition to its rights under the Agreement, where Megaport suspends or restricts them, including: (i) to comply with law or the order of a government or regulatory body; (ii) to protect any person, equipment or network, or to respond to an emergency; (iii) for suspected fraud; (iv) for a breach of Megaport's Acceptable Use Policy; or (v) for maintenance or technical issues, on reasonable notice where practicable and immediately where emergency repairs are required. Charges continue to apply during any suspension due to maintenance or to Customer's failure to comply with this Schedule or the Agreement.
- E. Discontinuation.** If Megaport ceases, or is unable, to provide any Megaport component of the Service (including due to the termination of an agreement between Megaport and a data center operator or other supplier, or to comply with law), FirstLight will use commercially reasonable efforts, with Megaport's assistance, to re-route the affected Service to an alternative Megaport-enabled data center with as little disruption as possible. If no reasonable alternative is available, FirstLight may terminate the affected Megaport component on notice to Customer without liability, and neither party will owe an early termination charge for that component.
- F. IP Addresses.** Any IP addresses issued to Customer by Megaport as part of the Service remain the property of Megaport, are non-portable, and Customer's right to use them ends upon termination of the applicable Service. Additional IP address blocks require a twelve (12) month minimum term and adequate written justification of intended use, which may be verified with the Regional Internet Registry ("RIR"). Customer may not advertise Megaport-assigned IP addresses to or through any third-party carrier or network not directly connected to a Megaport service, or transfer them to any third party. Megaport registers IP allocations in the public RIR WHOIS database, and FirstLight may reclaim IP addresses if information provided by Customer is inaccurate or the addresses are reclaimed by the RIR. Changes in RIR or market costs for IP address space may be passed through to Customer.

4. Service Level Agreements. The Service is backed by two separate service level agreements ("SLAs"): (i) the FirstLight Network SLA in Section 4.A, which applies to the FirstLight Metro Ethernet Port and Access Loop; and (ii) the Megaport Network SLA in Section 4.B, which applies to the Megaport Port, VXC, MCR, MVE and Megaport Internet components of the Service. No SLA applies to the Cloud Service Provider's network or services (see Section 4.C).

A. FirstLight Network SLA. FirstLight Metro Ethernet Service is backed by the following service level agreement guarantees:

- i. Network Availability Guarantee.** The FirstLight Metro Ethernet Service is guaranteed to be available and capable of passing Customer's traffic at the specified percentage of time as listed within Table 1 - Service Level Criteria, averaged over a calendar month. The FirstLight Network Availability guarantee does not include the Cloud Provider's Network, the Megaport network (which is addressed in Section 4.B), the outages caused by Customer Edge equipment (router or switch) or Local Area Network ("LAN") owned by Customer, scheduled maintenance events, Customer-caused outages or disruptions and Force Majeure events.

Should Network Availability guarantee not be met in a calendar month, Customer will receive a credit (as outlined in the schedule provided in this section) of the monthly recurring charges ("MRC") for the impacted port and local loop. Limits on the credit and the reporting procedures are detailed below. In the event that any FirstLight Protected or Non-Protected Metro Ethernet Service becomes unavailable as a result of FirstLight fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the associated credit schedule below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:05:00 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For purposes of this Section, "unavailable" or "unavailability" means the duration of a failure of FirstLight to pass traffic to a Customer location for reasons other than issues found to be caused by CPE (router or switch) or Local Area Network ("LAN") owned by Customer, scheduled maintenance events, Customer-caused outages or disruptions and Force Majeure events.

- ii. Latency Guarantee.** The FirstLight Metro Ethernet Service is guaranteed to have an average one-way transit time within the FirstLight backbone network as listed within Table 2 - Service Level Criteria as averaged over a calendar month, measured between FirstLight Core Network Nodes. FirstLight maintained and operated network monitoring tools will be used to record Core-to-Core Network Latency. The FirstLight Latency Guarantee for Metro Ethernet Service does not include the Cloud Provider's Network, the Megaport network, the local access circuit (e.g., local loop), CPE or LAN owned by Customer, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the Latency Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charges for each calendar day that the latency exceeded the latency as listed within Table 2 - Service Level Criteria on average for that day. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

- iii. **Packet Delivery Guarantee.** The FirstLight Metro Ethernet Network, as defined in this section, is guaranteed to deliver a percentage of IP packets as listed within Table 1 - Service Level Criteria averaged over a calendar month. The FirstLight Network includes Customer's access port, and the FirstLight backbone network. The FirstLight backbone network includes FirstLight-owned or leased and controlled equipment and circuits (including any transit connections). The FirstLight Packet Delivery Availability guarantee does not include the Cloud Provider's Network, the Megaport network, the outages found to be caused by Customer-owned CPE (router or LAN), scheduled maintenance events, Customer-caused outages, over-subscription or disruptions and Force Majeure events. If the Packet Delivery Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge for each calendar day that packet failure exceeded the guaranteed percentage on average for that day. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.
- iv. **Jitter Guarantee.** The FirstLight Metro Ethernet backbone network is guaranteed to have the deviation of packet transit time, within the FirstLight backbone network, as listed within Table 1 - Service Level Criteria as averaged over a calendar month, measured between FirstLight Core to Core Network Nodes for Layer 2 traffic. FirstLight maintained and operated network monitoring tools will be used to record Core-to-Core Network Jitter. The FirstLight Jitter Guarantee does not include the Cloud Provider's Network, the Megaport network, the Local Access loop, Customer-owned CPE or LAN, scheduled maintenance events, Customer-caused outages or disruptions and Force Majeure events. If the Jitter Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge for each calendar day that jitter exceeded the appropriate millisecond allowance on average for that day. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

Table 1
Service Level Criteria – Ethernet Services

Availability	MTTR	Jitter	Packet Loss
99.50% (Single Path)	8	< 2 msec	< .1%
99.99% (Dual Path)	4	< 2 msec	< .1%

- Business Class.
- MTTR is mean time to repair and shall begin when FirstLight can safely access the Service facilities.

Table 2
Service Level Criteria – Ethernet Services

From/To Latency: [One-Way]	To Boston, MA	To New York, NY
From Albany, NY	< 8 msec	< 6 msec
From Bangor, ME	< 8 msec	< 12 msec
From Binghamton, NY	< 10 msec	< 8 msec
From Boston, MA	< 5 msec	< 8 msec
From Brattleboro, VT	< 7 msec	< 7 msec
From Brunswick, ME	< 7 msec	< 10 msec
From Buffalo, NY	< 12 msec	< 10 msec
From Burlington, VT	< 10 msec	< 8 msec
From Manchester, NH	< 6 msec	< 7 msec
From New York, NY	< 8 msec	< 4 msec
From Portland, ME	< 7 msec	< 10 msec
From Portsmouth, NH	< 6 msec	< 9 msec
From Rochester, NY	< 11 msec	< 9 msec
From Romulus, NY	< 10 msec	< 8 msec
From Syracuse, NY	< 8 msec	< 8 msec
From Westchester, NY	< 9 msec	< 4 msec

B. Megaport Network SLA. The Megaport Port, VXC, MCR, MVE and Megaport Internet components of the Service are backed by the following service level agreement, which applies only within the Megaport network:

- i. **Service Availability Target.** Each Megaport Port, VXC and MCR has a Service Availability Target of 100%, and each MVE has a Service Availability Target of 99.995%, measured per calendar month as Uptime divided by (the number of minutes in the month less Excused Downtime), expressed as a percentage.
- ii. **Uptime.** "Uptime" means the number of minutes in the month during which: (a) for a Megaport Port, the link state of the Port is "up"; (b) for a VXC, the Label Switched Path ("LSP") carrying the VXC across the Megaport network meets or exceeds a Packet Error Ratio of less than 0.1% and a Packet Loss Ratio of less than 0.1% (as defined in ITU-T Recommendation Y.1561), with availability and unavailability each determined over three (3) consecutive five (5) minute intervals; (c) for an MCR, the MCR is running and able to route packets between its connected VXCs; and (d) for an MVE, the MVE virtual machine is running and able to route packets between its connected VXCs.
- iii. **Excused Downtime.** "Excused Downtime" means minutes during which a Megaport component is unavailable due to: (a) the acts or omissions of Customer or its agents, contractors or anyone Customer is responsible for; (b) the acts or omissions of any third party, including the Cloud Service Provider or other B-End owner, or a fault on a third party's network; (c) any failure, incompatibility or error in the configuration of Customer equipment or cabling (including cross connects); (d) suspension of the Service in accordance with this Schedule, the Agreement or Megaport's Acceptable Use Policy; (e) scheduled maintenance; or (f) Force Majeure events.
- iv. **Service Credit.** If a Megaport Port, VXC, MCR or MVE fails to meet the Service Availability Target in a calendar month, Customer will receive a credit calculated as: $(\text{Downtime} \div \text{total minutes in the month}) \times \text{the MRC charged by FirstLight for the affected Megaport component}$, where "Downtime" is the total minutes in the month less (Uptime plus Excused Downtime). Downtime will be determined from Megaport's network monitoring records. Credits for each Megaport component may not exceed 100% of the MRC for that component in that month.
- v. **Megaport Internet Packet Delivery.** Megaport Internet has a monthly Packet Success Delivery target of 99.5%, calculated as $((\text{Packets Sent} - \text{Packets Lost}) \div \text{Packets Sent}) \times 100\%$, where Packet Loss is the monthly average of packets dropped between points of presence within the Megaport network. If Customer notifies FirstLight that Packet Success Delivery is below the target and the issue is not remedied within twenty-four (24) hours of notification, and the average Packet Success Delivery for the preceding thirty (30) days is below the target, Customer will receive a credit of fifteen percent (15%) of the MRC for the affected Megaport Internet service for that month. This credit is not available for packet loss outside the Megaport network or caused by any Excused Downtime event in Section 4.B.iii. No other availability or credit applies to Megaport Internet.
- vi. **Latency.** Megaport publishes packet transfer delay (latency) targets between its locations at megaport.com/legal/packet-transfer-delay. Those targets do not apply where the five (5) minute average traffic load on either connected Port exceeds 70%, and are provided for information only; no service credits apply to latency within the Megaport network.

5. SLA Credits. Total credits under the Service Level Agreement ("SLA") are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are Customer's sole remedy unless otherwise required by law when FirstLight fails to meet an SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that FirstLight failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a "Performance Claim" is a written notice sent to the designated representative of FirstLight advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer may not recover duplicative service credits for the same outage or service-affecting event; however, where more than one SLA parameter is affected by the same event, the applicable service credit shall be determined based on the SLA parameter resulting in the greatest available credit. Where a single event affects both the FirstLight network and the Megaport network, Customer may claim a credit under either Section 4.A or Section 4.B for that event, but not both. Customer must be in good standing with FirstLight with regard to account receivables in order to submit a performance claim. Service credits will be applied to Customer's account and are not redeemable for cash.

6. Other Services/Customer Specific Terms and Conditions. FirstLight Provided Equipment. FirstLight Metro Ethernet Services may require FirstLight-owned equipment to deliver the Services. All equipment at Customer premises installed and provided by FirstLight remains the property of FirstLight and may only be installed, serviced and maintained by an authorized FirstLight representative. FirstLight will coordinate with Customer to schedule service, but FirstLight reserves the right to take any action in connection with the equipment at any time for any reason. Customer must take precautions to protect such equipment and will be liable for any damage to the equipment subject to normal wear and tear. Customer may use FirstLight provided equipment only for FirstLight Metro Ethernet Service. FirstLight has the absolute right to unrestricted access to recover any FirstLight provided equipment within ten (10) days of service termination. If Customer does not provide FirstLight unrestricted access to recover the equipment in a timely fashion, Customer agrees to immediately pay FirstLight the original cost of the equipment.

7. Specified Term of Service and Pricing. FirstLight shall provide term length and pricing for all components of the Service, including the Megaport components, in a Service Order or other agreement executed by Customer. All Service Orders shall be approved in writing and signed by both parties prior to provisioning.