

Service Schedule A – FirstLight Voice Services

Applicability. This Service Schedule is applicable only to FirstLight Voice Service. This Service Schedule does not apply to any other Service provided by FirstLight.

1. Service Description. FirstLight Voice Service is a circuit provided to transmit speech, facsimile, or modem traffic between specified locations.

2. Service Levels.

- A. **Availability Service Level for FirstLight Voice Services.** The access circuit availability Service Level for FirstLight Voice Service delivered over geo-diverse and redundant access loops is 99.9%, and non-redundant access loops is 99.5%. In the event that any FirstLight Redundant Voice Service becomes unavailable as a result of FirstLight's fault, errors or omissions, or for reasons other than an Excused Outage, Customer will be entitled to a service credit applied to the monthly recurring charges as designated in the Redundant credit schedule below. In the event that any FirstLight Non-Redundant Voice Service becomes unavailable as a result of FirstLight's fault, errors or omissions, or for reasons other than an Excused Outage, Customer will be entitled to a service credit applied to the monthly recurring charges as designated in the Non-Redundant 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.

For any Redundant FirstLight Voice Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (Percentage of applicable MRC)
00:00:01– 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 any Non-Redundant FirstLight Voice Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (Percentage of applicable MRC)
00:00:01– 00:45:00	No Credit
00:45:01– 04:00:00	5%
04:00:01 – 08:00:00	10%
08:00:01 –12:00:00	25%
12:00:01 –24:00:00	40%
24:00:01 or greater	50%

3. General.

- A. Customer hereby acknowledges that it has the legal authority to authorize, and warrant that it is free of any third-party obligation preventing it from authorizing, and hereby does authorize, FirstLight, and/or its subsidiaries and/or authorized agents to act as its agent for the purpose of taking any and all actions required (including the removal of any account protection / freezes) to implement the local, intraLATA, intrastate, interstate, international long distance, and/or other services requested by the Customer and described herein for all its physical service and billing locations as noted on the Service Order, including changing its long distance carrier(s) and/or its local exchange carrier(s) to FirstLight from the current carrier(s).

- B. Customer authorizes FirstLight to use its Customer Proprietary Network Information ("CPNI") to review its account information, assess current services, and to assist in making modifications to its account now and as requested by the Customer, throughout the duration of this agreement with FirstLight.
- C. Customer authorizes FirstLight to notify all appropriate parties, including its current local and/or long distance telephone company(s), of this choice, and to make the necessary changes for its current and future services subject to Customer consent, without further written permission.
- D. Customer directs, as applicable, its chosen intraLATA and/or intrastate/interstate/international long distance company(s), if not FirstLight, to comply with FirstLight's current applicable access tariff(s), or release Customer from any unfulfilled contractual obligations for service. FirstLight may obtain any applicable records from Customer's local, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(s) necessary to provide these services.
- E. All statements made herein are true and accurate to the best knowledge of the Customer.
- F. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the contracted services. Customer hereby indemnifies FirstLight, its employees, assigns, and agents, from any liability resulting from such credit inquiry, CPNI or Customer privacy issue, or liability to any third-party for pre-existing obligations which Customer may have regarding its local, intraLATA, intrastate, interstate, international long distance services.
- G. Customer acknowledges and understands that Customer's disconnected or unused telephone numbers will be returned to the native carrier of record after forty-five (45) days of non-use and may not be available for re-activation by FirstLight. Customer is responsible to request FirstLight to store telephone number(s) for future use by initiating a new Service Order.

4. Emergency Calling

- A. Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), paragraphs 48-49, and Section 9.5(e) of the FCC's rules, all interconnected Voice Over Internet Protocol ("VoIP") providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."
- B. By virtue of its signature on the associated Service Order, Customer acknowledges receipt of this disclosure and that Customer understands the limits of the 911 capabilities offered by FirstLight's VoIP Services.
- C. "911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, fire, and hospital medical services.
- D. 911-type Services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to primary 911 providers so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information).
- E. Enhanced 911-type Service is not immediately available in all areas and is subject to the capabilities of the local public safety answering point ("PSAP").

5. FirstLight Emergency Calling Policy

- A. VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available and Customer has chosen to activate it. Customer acknowledges and understands that 911-type dialing is NOT automatic, that Customer must take affirmative steps to effectuate such 911-type Services for each of Customer's end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below. Customer acknowledges and understands that subject to the limitations set forth below, every end user must provide an end-user location for each telephone number (in the form of a valid street address) and Customer is responsible for correctly and timely maintaining and updating such location information in the manner prescribed by FirstLight.
- B. Customer acknowledges and understands that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end user location associated with such telephone number; or Customer fails to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on soft phones, local inbound numbers, or virtual numbers.
- C. Customer acknowledges and understands that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power.
- D. Customer acknowledges and understands that battery backup is not provided by FirstLight on voice or VoIP Services. It is recommended that Customer supply and maintain battery backup or generator power to prevent loss of Service during a power outage.

- E. Customer acknowledges and understands that, at Customer's sole option and expense, FirstLight will provide at least one (1) technical solution capable of supporting at least eight (8) hours of uninterrupted 911 Services and install a Customer owned battery backup unit. Customer is advised that batteries deteriorate over time, which will affect the duration of battery life. It is recommended that Customer restock and replace batteries on a regular basis.
 - F. Customer acknowledges and understands that 911-type Services will not be available in the event of an outage, degradation or other disruption of Customer's broadband Internet connection.
 - G. Customer acknowledges and understands that 911-type Services will not be available in the event of a suspension of Customer's account as a result of nonpayment or other Customer default.
 - H. FirstLight's calling Services do not support 911-type Services in rate centers where such 911-type Services are not available or where it is available but Customer has not chosen to activate it.
 - I. Customer acknowledges and understands that: a call placed to 911 using FirstLight in these areas that fall under subsection I above, or if Customer has chosen not to activate it, will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed. The caller must communicate their location and phone number to the individual answering the call.
 - J. Customer acknowledges and understands all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type Service is not offered.
- 6. Toll Fraud.** In the event that Customer installs its own terminal communications equipment, including, but not limited to a 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 the use of Customer's terminal equipment even if incurred as a result of fraudulent or unauthorized use.