

Service Schedule E – FirstLight Ethernet Service

1. Description.

- A. This service description sets forth the FirstLight Ethernet Service offering. FirstLight reserves the right to upgrade and make enhancements to the FirstLight Ethernet Service and shall advise Customer of any additional features.
- B. FirstLight Ethernet Service is an OSI Model, Layer 2 network-based service available across the FirstLight network. This service provides Customer with connectivity between Customer sites which are connected to the FirstLight network. FirstLight Ethernet Service is available as the following service types:
- (i) Ethernet Private Line (EPL) provides connectivity with a point-to-point topology providing two Ethernet interfaces (one at each service location) which are dedicated to delivery of the single service which enables Customer to use any VLAN IDs and/or no VLAN ID without FirstLight coordination.
 - (ii) Ethernet Virtual Private Line (EVPL) provides connectivity with a point-to-point topology providing two Ethernet interfaces (one at each service location) which may deliver one or more services which require Customer to utilize a specific VLAN ID per service.
 - (iii) Ethernet LAN (ELAN) provides connectivity with an any-to-any topology providing Ethernet interfaces at multiple locations. Ethernet Provider Equipment. FirstLight Ethernet Service requires Provider Equipment such as an Ethernet Network Device which provides the physical ethernet interface to the Customer. FirstLight shall provide the necessary Provider Equipment and will configure, maintain, and manage all equipment provided by FirstLight. The FirstLight point of demarcation will be a FirstLight specified Ethernet interface connected to or integrated with FirstLight provided equipment.
 - (iv) Access Loop. FirstLight Ethernet Service requires a connection between the FirstLight point of demarcation and the FirstLight network. This connection is referred to as the Access Loop.

2. Customer Responsibilities.

- A. Review and approve, in writing, Service Order providing FirstLight with the Customer's desired network configuration and associated pricing.
- B. Provide reasonable physical access for FirstLight technicians to service FirstLight-owned equipment and infrastructure on each premise where provided.
- C. Inform FirstLight of any internal changes that may affect FirstLight Ethernet Service.
- D. Customer shall coordinate with FirstLight to arrange for site location requirements. There may be various reasons in which the Customer has a responsibility to coordinate with FirstLight, including, but not limited to site survey, construction and building entrance to demarcation point, connectivity testing, or service activation. Customer acknowledges that FirstLight may rely on a third-party for performing onsite tasks. FirstLight will provide commercially reasonable efforts to coordinate the onsite tasks on the scheduled dates. However, Customer understands that FirstLight will not be responsible if the third-party is not available on the requested date, or for service issues on the Customer's side of the point of demarcation or room readiness issues preventing FirstLight equipment and services from activating within reasonable commercial operating conditions.
- E. Customer is responsible for providing an accessible, grounded 120Vac, 20Amp power outlet to power FirstLight equipment, if applicable. Customer must promptly notify FirstLight of any problems with FirstLight equipment and must not power down FirstLight equipment. FirstLight may assess a service charge to restore service in the event the equipment is subject to a loss of power that Customer could have reasonably prevented.
- F. Customer acknowledges responsibility for installation and maintenance for their Local Area Network (LAN) and data related wiring on their premise on the Customer's side of the point of demarcation.

3. Service Level Agreements. FirstLight Ethernet Service is backed by the following Service Level Agreement ("SLA") guarantees.

- A. Network Availability Guarantee.** If the Network Availability Guarantee is not met, the credit to which Customer may be entitled is ten percent (10%) of affected circuit(s) MRC for each two-hour period that the Service is unavailable following the Service Level Criteria set forth below. Measurement of the unavailable period begins when a FirstLight trouble ticket is opened by the Customer and is calculated on a calendar month basis. Outage credits are available for On-Net Offerings only. Outage Credits for Off-Net offerings are passed through based on credits received from the underlying Off-Net provider. 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. Limits on the credit and reporting procedures are detailed in Section 5 of this Schedule. The FirstLight Network Availability guarantee does not include outages caused by equipment on the Customer's side of the point of demarcation, scheduled maintenance events.
- B. Latency Guarantee.** The FirstLight Ethernet Service is guaranteed to have an average one-way transit time on the FirstLight network within a given LATA as listed within Table 1 - Service Level Criteria, measured between FirstLight Provider Equipment located at the Customer Premises. FirstLight maintained and operated network monitoring tools will be used to record one-way latency. The FirstLight Latency Guarantee for FirstLight Ethernet Service does not include latency resulting from 3rd party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the Latency Guarantee is not met, Outage Credits are calculated as ten (10%) of affected circuit(s) MRC for each hour beyond four-hour period that the Service fails to meet the Performance Level Tar-

get. 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. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

C. Frame Loss Guarantee. The FirstLight Ethernet Service is guaranteed to not exceed the frame loss as listed within Table 1 - Service Level Criteria. The Frame Loss Guarantee does not include outages found resulting from 3rd party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, Customer-caused outages, oversubscription or disruptions and Force Majeure events. If the Frame Loss Guarantee is not met, Customer will receive a credit of ten percent (10%) of the monthly recurring charge for the impacted Ethernet Service for each calendar day that Frame Loss exceeded the guaranteed percentage for that day. 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. Limits on the credit and the reporting procedures are detailed in Section 5 of this Section.

D. Frame Delay Variation ("FDV") Guarantee. The FirstLight Ethernet Service is guaranteed to have the deviation of frame transit time as listed within Table 1 - Service Level Criteria, measured between FirstLight Provider Equipment located at the Customer Premises. FirstLight maintained and operated network monitoring tools will be used to record deviations of frame transit time. The FirstLight FDV Guarantee does not include FDV resulting from 3rd party Access Loop, equipment on the Customer's side of the point of demarcation, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the FDV Guarantee is not met, Customer will receive a credit of ten percent (10%) of the monthly recurring charge for the Ethernet Service at the impacted service location for each calendar day that FDV exceeded the FDV as listed within Table 1 - Service Level Criteria. Limits on the credit and the reporting procedures are detailed in Section 5 of this Schedule.

Table 1
Service Level Criteria – Ethernet Services
High

Availability	MTTR	Latency	FDV	Frame Loss
99.9% (Single Path)	8	<5 msec intra-lata	<1 msec	<.001%
99.999% (Dual Path)	4	<5 msec intra-lata	<1 msec	<.001%

Business

Availability	MTTR	Latency	FDV	Frame Loss
99.5% (Single Path)	8	<7msec intra-lata	<2 msec	<.01%
99.99% (Dual Path)	4	<7msec intra-lata	<2 msec	<.01%

Commodity

Availability	MTTR	Latency	FDV	Frame Loss
99% (Single Path)	8	<8 msec intra-lata	<5 msec	<0.1%
99.9% (Dual Path)	4	<8 msec intra-lata	<5 msec	<0.1%

MTTR is mean Time to Repair and shall begin when FirstLight can safely access the Service facilities.

Latency is measured Intra-lata as sampled over a 30-minute interval.

IFDV is sampled over a 30-minute interval.

Frame Loss is sampled over a 30-minute interval.

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. SLA Credits in any month will be limited to a maximum of one month MRC for the affected Service(s). Customer must be in good standing with FirstLight with regard to account receivables in order to submit a performance claim.

6. Other Services/Customer Specific Terms and Conditions. FirstLight Provided Equipment. FirstLight Ethernet Services may require FirstLight to provide FirstLight-owned equipment, used 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 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 products available in a Service Order as required. All Service Orders shall be approved in writing and signed by both parties prior to provisioning.