

Service Schedule M – FirstLight Engineering Service Agreement (ESA)

1. Service Description

FirstLight Engineering Service Agreement (ESA) is a support agreement between a Customer and FirstLight to activate FirstLight engineering resources to serve the Customer in one or more of the following areas: Engineering and Support Services, Monitoring Services, High-Touch Engineering, Ad-Hoc Engineering, and Assessment Services.

2. Definitions

- A. "Hardware" means the tangible third-party products, circuit boards, components and other telecommunications equipment delivered and/or installed by FirstLight or the Customer pursuant to this Agreement. Hardware does not include any customized deliverables that FirstLight creates or fabricates specifically for Customer on a Time & Materials Basis or on a Milestone Basis.
- B. "Software" means the third-party manufactured computer programs delivered under this Agreement, whether incorporated in the Hardware or delivered separately, and whether or not there is a separate charge therefore.
- C. "Documentation" means FirstLight's information manuals in printed or electronic form containing operating instructions and performance specifications that FirstLight generally makes available to users of its products and FirstLight delivers to Customer. Documentation includes statements of work delivered by FirstLight to Customer with respect to Enterprise Service Agreements. Documentation does not include marketing materials.
- D. "Fees" means the purchase price, license and service fees and other charges owed by Customer to FirstLight according to the applicable Service Order and Order Specifications Form and the terms of the Agreement.
- E. "Personnel" is defined as employees, independent contractors and/or subcontractors of FirstLight.
- F. "Products" means any combination of Hardware, Software and Documentation.
- G. "Third Party" Products or Software means any products manufactured or software provided by a party other than FirstLight, and may include, without limitation, products ordered by Customer from third parties pursuant to FirstLight's recommendations. However, components of FirstLight-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate Items on FirstLight's price list, quotes, or Documentation.
- H. "Project Based Work" (also referred to as Project Work) describes any activity that takes more than 8 hours of work time, involves multiple engineers or technologies, and/or falls outside of normal maintenance/incident response. This can include, but is not limited to, new equipment installation and configuration, system upgrades, equipment migration, and/or network or system changes that will require significant effort from multiple parties. Project based work requires a Statement Of Work agreed upon by both FirstLight and the Customer and is subject to additional cost and/or decrement of pre-purchased ad-hoc service hours.
- I. "Statement of Work" is a legally binding agreement between Customer and FirstLight that describes the terms and conditions of the execution of project specific activities, deliverables and timelines.

3. Service Component Definition

- A. **Baseline Assessment:** prior to onboarding Engineering and Support Services, Monitoring Services, High Touch Engineering Services, and/or Ad-Hoc Professional Service Hours, FirstLight will perform a baseline assessment of the current network infrastructure to ensure that FirstLight possesses all necessary information to adequately and effectively support the Customer environment.
 - i. This assessment will take place over the course of a minimum of 7 days using a sensor device placed on the Customer network to discover and gather the following information: network topology, inventory of hardware/software, current performance of network infrastructure/servers/virtual machines as necessary.
 - ii. FirstLight only collects statistical information using ICMP Echo requests, SNMP read-only community strings, or other management protocols, and will never gather and/or store any personally identifiable information and/or user/client data.
 - iii. Upon completion of the assessment FirstLight will provide an inventory and performance health check report to the Customer and use this data for the remainder of the onboarding process.
 - iv. Additional hardware, software, or other devices may be discovered during the baseline assessment that were not included in the agreed upon scope set forth in the Engineering Services Agreement Service Order.
 - v. The Customer may elect to forgo adding the additionally discovered hardware, software, or other devices to the agreement with no penalty, however, FirstLight will consider these items out of scope of the terms of the Engineering and Support Services, Monitoring, and/or High Touch Engineering Services.
 - vi. If these items are to be considered in scope for the Terms of the Agreement, additional charges may apply. FirstLight retains the right to amend the Agreement terms as a result of the preceding baseline assessment.
 - vii. FirstLight and/or the Customer retains the right to terminate this Agreement as a result of the Baseline Assessment.
 - viii. If the Customer chooses to terminate the Agreement as a result of the assessment, the Baseline Assessment fee shall apply, even if the fee was waived. Customer will be charged no less than \$1,500.00 for the assessment provided. The Customer may keep the assessment results. The Customer will have no further liability related to the Service.

- B. Engineering and Support Services:** Specific Customer IT operations are supplemented by FirstLight engineering staff. FirstLight assumes responsibility for managing, maintaining, resolving issues for devices and services as described in the FirstLight ESA Service Order, and/or administering software and equipment manufacturer warranty agreements on behalf of the Customer.
- i. **Service Terms and Restrictions**
To receive Service, the Customer is subject to the following rules and restrictions:
 - ii. Customer must provide FirstLight approved detailed network documentation required to facilitate the Service including, but not limited to, network inventory including model name, serial number, location address, equipment maintenance contracts (e.g. Cisco SmartNet), current configurations, and other information related to network and security policies as requested by FirstLight. Desired configuration parameters including, but not limited to: IP address schema, VLAN schema, routing protocols, access control lists, network address translations, quality of service markings, application policies, and security policies.
 - iii. Customer must provide FirstLight administrative access to all devices managed by FirstLight, but owned by the Customer, as described in the FirstLight ESA Service Order.
 - iv. **Equipment Restrictions:**
 - a) **FirstLight Owned Equipment.** Equipment owned by FirstLight and delivered to the Customer is only to be used in conjunction with the Service provided by FirstLight and the Customer is not authorized to use the equipment for any other purpose. The Customer is obligated to comply with all documentation and manufacturer's instructions that accompany such equipment as strict adherence to technical documentation is required for warranty pass-through. Any violation of the preceding sentence will be considered a Default pursuant to the terms of the Agreement. The Customer will take all reasonable measures to protect and care for the equipment as it would its own equipment. The Customer shall be responsible for all loss, damage or destruction of the equipment from the date of delivery to the Customer's Premise until the date the equipment is removed from the Customer's Premises by FirstLight or its contractors or agents. Upon termination or expiration of the Agreement, the equipment must be in the same condition as when originally delivered, normal wear and tear excepted. If equipment cannot be recovered by FirstLight, or if equipment is damaged beyond the ordinary wear and tear, the Customer will be liable to FirstLight for either the replacement value of the equipment or its repair costs, both of which shall be determined by FirstLight. Under no circumstance may the Customer or its employees, agents, contractors or subcontractors move or remove the equipment furnished as part of the Service outside of the location in which it was installed without prior written FirstLight approval.
 - b) **Self-Administration.** FirstLight can grant the Customer administrator privileges, upon request and with approval from FirstLight, for the purpose of self-administering FirstLight owned equipment hardware or software. FirstLight shall have no liability for failure to provide the equipment hardware or software if the failure is related to actions taken by the Customer.
 - c) **Customer-Owned Equipment.** Equipment owned by the Customer and managed by FirstLight as part of this agreement is to be administered by FirstLight. The Customer must provide administrative access to this equipment, as part of the onboarding process. FirstLight will not provide the Customer direct access to this equipment, unless previously approved by FirstLight. The Customer will take all reasonable measures to protect and care for the equipment. The Customer shall be responsible for all loss, damage or destruction of the equipment. Under no circumstance may the Customer or its employees, agents, contractors or subcontractors move or remove the equipment furnished as part of the Service outside of the location in which it was installed without prior written FirstLight approval.
 - d) For the Customer-owned equipment, the Customer acknowledges and accepts the following:
 - All the Customer-provided equipment must be in sound working order. Any defective components that impact the proper configuration, testing and operation of the Service will be noted by the FirstLight technician, and must be replaced at the Customer's expense.
 - The Customer must provide FirstLight with secure remote access to all managed equipment or software.
 - The Customer must provide FirstLight access to manufacturer warranty contracts including, but not limited to, Cisco Smartnet, and these contracts must be in good standing with the manufacturer.
 - The Customer is responsible for all service contracts, including, but not limited to, Cisco Smartnet, between the Customer and the manufacturer.
 - Equipment or software that is no longer supported by the Manufacturer will only be supported as "best-effort" by FirstLight and there is no guarantee of issue resolution for this equipment. In the event of equipment failure, it must be replaced at the Customer's expense.
 - The Customer must provide physical access to all installed equipment.
 - FirstLight shall furnish service and support of equipment only during the Service Term, provided that the equipment is used by the Customer in compliance with these terms and conditions.
 - FirstLight will provide services and support on a time and materials basis for any Customer-provided and managed equipment if, it is not in scope of the FirstLight ESA Service Order Appendix A, and after diagnosing a problem FirstLight determines that the Customer-provided and managed equipment, hardware or software, is the cause of the problem, the Customer will be responsible for servicing such equipment, hardware or software.

- v. **Third-Party Networks.** FirstLight will provide configuration of equipment deployed to support Third-Party networks. Third-Party co-networks must be operating within the domestic United States. Upon FirstLight's request, the Customer must provide the service provider of the Foreign Network with a Letter of Authorization to permit FirstLight to work with the service provider of the Third-Party to provide the Services described herein. FirstLight will not be liable for any issues, installation delays, or any reduction in or failure of the Service, or any material changes stemming from the Third-Party network or provider.
 - vi. **Service Area.** Onsite support is available only within the service area defined on the FirstLight ESA Service Order. There is no service level guarantee for onsite support outside of the service area. FirstLight may decline to provide onsite support outside of the service area. Customer is responsible for all travel and per-diem cost associated with onsite support outside of the designated service area. Remote engineering services are available within North America. FirstLight will respond within the agreed upon service level agreement for remote work only and will require the Customer to perform physical hands on work if there is no onsite resource available.
 - vii. **Letter of Authorization.** While providing Service to the Customer, FirstLight will possess the Customer account information from third parties that the Customer contracts with in conjunction with the equipment to be managed by FirstLight. The Customer grants FirstLight permission to contact such third parties on behalf of the Customer when FirstLight requires network and security information from the third parties.
 - viii. **Service Level Agreement.** FirstLight will provide material support and ongoing hardware and software maintenance as part of the Service. This material support and maintenance is described in the FirstLight ESA Service Order.
 - ix. **Change or service Request.** After service activation, the Customer will be required to contact FirstLight's Network Operations Center to request moves, adds, changes to equipment hardware or software. Service Level for change or service requests are subject to the contact method SLA outlined in the FirstLight ESA Service Order. Only authorized Customer contacts can request changes to the equipment hardware or software. Note that certain remote changes may require a reboot of the hardware or software to take effect.
 - x. **FirstLight Service Coverage Hours.** Service and Support is offered on a 24 x 7 x 365 basis. The actual support hours and response times provided will be mutually agreed upon and outlined in the FirstLight ESA Service Order.
- C. Patch management.** FirstLight provides optional software patch management for supported devices. Device software that will be managed will be mutually agreed upon and outlined in the FirstLight ESA Service Order. Software patches or upgrades are categorized as follows:
- i. **Critical** – A software patch or upgrade is considered critical should it fix a known security vulnerability that the Customer is susceptible to, has no protection in place to prevent exploitation, represents a significant threat to the Customer's infrastructure or data, and/or is already known to be exploited, and/or is verified to fix a known software bug that is affecting the Customer's ability to conduct business.
 - ii. **Non-Critical** – all other software patches are considered non-critical. This includes, but is not limited to, new features or functionality offered by the software patch or upgrade, improved system stability, or fixes a known bug that is not affecting the Customer's ability to conduct business.
- D. Patch Management Policy**
- i. FirstLight does not warrant systems against intrusion, exploitation, data loss, or down time due to software instability, security breaches, or any other incident concerning supported software on supported hardware. This service is provided to ensure software deployed on supported systems is current and is supported by the manufacturer. This service is not meant to diagnose or provide support for security incidents related to software vulnerabilities. While FirstLight takes every measure to ensure its systems and communications are secure, the Customer agrees to not hold FirstLight responsible should a security breach occur within the Customer environment.
 - ii. FirstLight will, on a quarterly basis (unless otherwise specified), review the current software version(s) deployed and managed by FirstLight.
 - iii. During this review, FirstLight will determine if a new software version is available, if it will materially alter or change the current system design, functionality, availability, or usability and its criticality.
 - iv. If it is determined by FirstLight that a software upgrade is recommended, FirstLight will develop an action plan for affected system(s) to be approved by the Customer. Items considered "critical" will be considered priority within the action plan.
 - v. The action plan will be reviewed with the Customer prior to execution. The Customer and FirstLight must mutually agree to the action plan, prior to execution.
 - vi. Once an action plan is mutually approved by FirstLight and the Customer, FirstLight will schedule the software upgrade during a maintenance window agreed upon by both parties.
 - vii. At the discretion of FirstLight, software updates may be provided on a rolling basis (ie: a subset each week / month / quarter), or in a single quarterly maintenance window. In all cases, the maintenance activities will be scheduled no less than two business days in advance.
 - viii. FirstLight will deploy mutually agreed upon software upgrades and patches to supported systems no more than once per quarter, with exceptions granted under 3.3.2 Patch Management Policy Exceptions.

- ix. To facilitate any software updates provided under this Agreement, it is the responsibility of the Customer to provide SSH access to all managed systems and provide a TFTP and/or FTP server for use within the managed Customer network to facilitate software distribution as needed.
- x. Software upgrades requiring FirstLight to materially alter or change the current system design, functionality, availability, usability, or system configuration syntax, are not included, and therefore exempt from this policy.
- xi. In order to track and maintain software inventory, FirstLight must be provided SNMP read only access to devices that the Customer wishes to be maintained by FirstLight. FirstLight will provide an appliance for the sole purpose of enabling FirstLight's management software to communicate with devices specified within the ESA Service Order.
- xii. A quarterly report of Cisco vulnerabilities affecting installed code will be provided for software components of hardware devices under FirstLight management. This report will be issued to the Customer's designated contact by dates to be mutually agreed upon.

E. Patch Management Policy Exceptions

- i. In an effort to maintain a stable operational environment for Customers, it is FirstLight's policy that software updates and patches are not deployed into stable production environments unless:
 - a) A software bug has been identified that is causing instability, and is affecting the Customer's ability to conduct business, and it is determined by FirstLight that the only course of action is to upgrade in-production systems.
 - b) A major security vulnerability has been identified by the Manufacturer and/or FirstLight, which represents a significant threat to the Customer's infrastructure or data, as determined by FirstLight.
 - c) The software upgrade does not require FirstLight to materially alter or change the current configuration syntax, functionality, availability, or architectural design in order for the device/system to continue to operate as expected after the software upgrade is completed.
- ii. Additional charges, based on FirstLight's standard time & materials rates, may apply for work performed under these exceptions.

F. Monitoring Services. FirstLight will monitor devices as described in the FirstLight ESA Service Order, 24 hours a day, seven days a week. FirstLight will perform internet control message protocol ("ICMP") ping operation at intervals determined by FirstLight at the time of onboarding. The ICMP ping operation is performed to determine whether the device runs without fault. FirstLight will monitor the devices through simple network management protocol ("SNMP") trap/polling, netflow, nbar, or like protocol in order to obtain performance statistics and status of devices.

- i. **Service Terms and Restrictions:**
To receive Service, the Customer is subject to the following rules and restrictions:
 - a) Customer must provide FirstLight approved detailed network documentation required to facilitate the Service including, but not limited to, network inventory including model name, serial number, location address, SNMP read only community strings, and other information related to network and security policies as requested by FirstLight.
 - b) FirstLight shall have no liability for failure of equipment hardware or software if the failure is related to actions taken by the Customer. The Customer shall defend, indemnify, and hold FirstLight, its principals, officers, directors, agents, and employees harmless from and against any loss, cost, damage, liability, claims and expenses of any kind arising directly or indirectly from the installation, operation, support of Equipment hardware or software, or from the Customer's or any of the Customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of FirstLight, its employees or agents.
 - c) The Customer administrators and users are responsible for the security of all user ID and password information. This agreement applies to all IDs and passwords associated with the Equipment hardware or software. By enrolling for and using the Service, the Customer accepts sole responsibility for the security and confidentiality of all passwords. Accidental or unauthorized disclosure of passwords or user ID or inappropriate use may have serious consequences and FirstLight shall have no liability for failure to securely maintain this information. Additionally, the Customer remains responsible for the use of each of its accounts, whether used under any name or by any person, and for ensuring full compliance with this agreement by all users of the account. In the event of a breach of security through the Customer's account, immediately contact FirstLight the Customer equipment hardware or software.
 - d) Customer must be willing and able to place a network device on their premises in order to facilitate a virtual private network between the FirstLight monitoring platform and the Customer network.
 - e) Customers with large numbers of network nodes, multiple VPN appliances may be recommended for redundancy purposes.
 - f) Customer must be willing and able to place a network device on their premises in order to facilitate device polling when the number of nodes monitored exceeds 100. Customer's requiring an onsite polling device must agree to conform to FirstLight's IP addressing policies in order to facilitate the Service.

G. Ad-Hoc Professional Service Hours. The preceding services are intended as a mechanism for support and maintenance of equipment software and configuration(s) already in place and operating. In addition to these services, the Customer may elect to pre-purchase engineering services hours at a discounted rate to be used toward project-based work.

i. Service Terms and Restrictions

- a) Customer must also purchase Engineering Services and Support in order to qualify for ad-hoc professional service hours.
- b) Ad-Hoc professional services hours are sold in whole hourly increments of 8. These increments are available to use for defined project-based work during a 12-month period beginning at the date of the signed Agreement. These hours do not carry over into the next period, and if not used are forfeited at the end of the 12-month period.

ii. Service Area:

- a) **On-site Service Area.** Engineering Services are available with on-site engineering staff within the service area defined on the FirstLight ESA Service Order. If onsite work is required outside of the defined "On-Site Service Area" Customer is responsible for all per diem and travel charges incurred and will be billed separately from this Agreement.
- b) **Remote Service Area.** Remote engineering services are available regardless of physical location. FirstLight will respond within the agreed upon service level agreement for remote work only and will require the Customer to perform physical hands on work. If there is no onsite resource available consultative work, project work, issue and trouble resolution may be delayed.
- c) **Ad-Hoc Professional** services hours does not imply a service level agreement for response or project completion time. There is no guarantee implied or otherwise that project-based work will have a guaranteed start or completion date.
- d) **Ad-Hoc Professional Services** Hours agreement does not imply ongoing support and/or warranty of equipment or software at the conclusion of the project, unless such equipment hardware or software is covered under an "Engineering Services" and/or "High Touch Engineering Services" or otherwise specified on the provided Statement of Work for that project.

H. Periodic Assessment Services. As part of a(n) Engineering Services, and/or High Touch Engineering Services agreement the Customer can elect to receive periodic assessment services from FirstLight to identify key problems and opportunities for improvement in an IT environment. Assessments can be performed on a quarterly, semi-annual, or annual basis. Assessment deliverables are defined on the FirstLight ESA Service Order. The assessment is performed via an appliance that is placed at the Customer's primary location to monitor in scope devices and servers for seven days.

i. Service Terms and Restrictions:

- a) The assessment provided is for information purposes only. It does not guarantee and/or constitute work to be completed by FirstLight. Any modifications to the software or hardware within the Customer environment that are recommended or implied to be done as a result of the assessment may be completed as part of a High Touch Engineering Services agreement or through project based work which may be funded through an Ad-Hoc Professional Services Hours agreement with an accompanying Statement of Work.
- b) The assessment gathers performance information via SNMP Read Only community strings. No device configuration is performed as part of this assessment, unless stated otherwise. Any information gathered during the assessment is device performance centric only. FirstLight will never collect, log, or distribute any confidential information during the assessment. All locations and devices that are within the assessment scope must be network accessible.
- c) All devices within scope must reply to ICMP echo requests.
- d) All servers (physical or virtual) within scope must reply to ICMP echo requests and FirstLight must have administrative credentials.
- e) If these discovery mechanisms are unavailable or not configured properly at the time of assessment FirstLight will either:
 - 1. Decrement the hourly charges, based on FirstLight standard Time and Materials rate, from an Ad-Hoc engineering service agreement
 - 2. Require engineers assigned as a High Touch Engineering Service to complete the necessary configurations.
 - 3. Develop a proposal and Statement of Work to complete the configurations necessary. These charges are outside of the scope of this agreement.

4. Audit Period. FirstLight will perform an audit of the Customer's environment per the stated audit period on the FirstLight ESA Service Order, starting at the signed Agreement date.. The Customer may continue to purchase additional hardware/software or managed services, if purchased from FirstLight, within that period with no additional penalty. Thirty days from the last day of the 3-month period, FirstLight will audit the current support effort(s) and monitored nodes, if applicable, and modify the Agreement as necessary. The Customer will only be billed going forward for additional support efforts and will not be liable for increased effort in the previous period.

5. Software License Terms

A. License Grant.

- i. License. Subject to Customer's payment of all applicable Fees and compliance with the terms of this Section 5 ("Software License Terms") and any other license terms and restrictions in the applicable Service Order, FirstLight grants Customer a non-exclusive, non-transferable license to use Software and Documentation provided under the Agreement for Customer's internal business purposes at the indicated capacity levels and locations in the United States, unless the manufacturer's End User License Agreement allows for global use.
- ii. Time Limitations. If the parties agree on any time limitations on the licenses in the applicable order, then Customer's licenses will automatically expire at the end of the specified license term.
- iii. All Rights Reserved. Except for the limited license rights expressly granted in these Software License Terms, FirstLight reserves all rights in and to the Software and Documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests. In the case of FirstLight owned and operated software installed upon Customer-owned hardware, the Customer will own only the Hardware or physical media on which the Software and Documentation are stored, if any.

B. License Restrictions.

- i. General Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software, (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software or Documentation, or alter the Software, (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties, (vi) enable any Software features or capacity (e.g. additional storage hours, agents, ports or mailboxes) which FirstLight licenses as separate products without FirstLight's prior written consent, (vii) violate any obligations with regard to FirstLight's Confidential Information; or (viii) permit or encourage any third party to do any of the foregoing. To the extent that Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in the preceding sentence, Customer will not exercise those rights until Customer has given FirstLight thirty (30) days written notice of Customer's intent to exercise any such rights.
- ii. Backup Copies. Customer may create a reasonable number of archival backup copies of the Software and Documentation on the condition that and as long as Customer (i) stores backup copies separately from any actively used computer programs; (ii) keeps a written record of all backup copies indicating the location of the storage; and (iii) provides such record to FirstLight upon request. Customer will not remove any product identification, trademark, copyright or other proprietary rights notices from the Software or Documentation and will duplicate and display all names, logos and notices of FirstLight and its licenses on each copy of the Software and Documentation made by Customer.
- iii. Compliance. Customer will make the Software available only to employees, contractors, or consultants with a need to know, who are obligated to comply with all license restrictions contained in the Agreement and to maintain the secrecy of the Software and all other Confidential Information. Customer will be responsible for the compliance of all users with these obligations.
- iv. User-Defined Applications. To the extent that any Software contains modules or development tools that permit Customer to create user-defined applications, workflows or processes for use with the applicable Software ("User-Defined Applications"), Customer agrees to indemnify FirstLight and its officers, directors, employees, agents and Affiliates against, and hold each of them harmless from, any and all costs, expenses, liabilities and claims arising from Customer's use or distribution, either directly or indirectly, of any User-Defined Applications.

C. Third-Party Software. Third-Party Software provided by FirstLight to Customer shall be subject to the license terms and conditions of such Software. In the event of a conflict between the terms of this Agreement and the license terms and conditions of such Third-Party Software, the license terms and conditions of the Third-Party Software shall control.

D. Termination of License. FirstLight may terminate the Agreement and the Software licenses granted under it and exercise all available rights by giving written notice, effective immediately, if within thirty (30) days of Customer's receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions. Upon such termination, Customer will immediately pay all Fees outstanding (including applicable termination charges pursuant to Article 5 of this Agreement), cease use of all Software, return or delete, at FirstLight's request, all copies of the Software in Customer's possession, and certify compliance with all of the obligations in this paragraph to FirstLight in writing.

6. Non-Solicitation. Where permitted by applicable law, Customer shall not, without the express written consent of FirstLight, while the Agreement is in effect and for a period of two (2) years following its termination, knowingly induce or attempt to induce, call upon, solicit, recruit or hire any employees of FirstLight without FirstLight express written consent. Customer will not be in violation of the preceding sentence for job postings, job advertisements and the like that are general in nature and not explicitly targeted at FirstLight's employees. Customer further agrees that in the event it violates this provision, then it shall pay to FirstLight, as liquidated damages and not as penalty, \$75,000 per affected employee. FirstLight agrees not to knowingly induce or attempt to induce, call upon, solicit, recruit or hire any Customer IT employees.