

Service Schedule N – FirstLight Cisco Webex Managed Solution Offering

1. Applicability

- A. This Service Schedule is applicable only where Customer orders and FirstLight accepts an order for the following services:
- Cisco Webex Suite (Calling, Meeting, Messaging)
 - FirstLight Cloud Connected PSTN service for Cisco Webex Suite
 - Webex Suite Complementary Solutions
 - Webex Contact Center (WxCC)

The service and support to Customers will only be provided within the domestic United States. FirstLight shall specify service term and pricing for all products requested in a Service Order form. All Service Orders shall be approved in writing and signed by both parties prior to platform procurement, provisioning, and configuration.

2. Service Description

- A. Cisco Webex Suite is a cloud-based collaboration platform within data centers across the United States and the world. Cisco Webex Suite is resold through FirstLight as a managed service from FirstLight. FirstLight provides consultation, configuration, installation, ongoing management and maintenance, and customer support for Cisco Webex Calling.
- Cisco Webex Offer Description can be found here: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_webex_offer_description.pdf
- B. Cloud Connected PSTN Service for Cisco Webex Suite provides Customer the ability to place and receive calls to and from the Publicly Switched Telephone Network. This service is an interconnection between the Cisco Webex Calling platform and FirstLight's Publicly Switched Telephone Network gateways and provides calling services external to the Cisco Webex Suite Calling telephony platform.
- C. Webex Contact Center is offered as a managed service offering through FirstLight. Webex Contact Center is ordered through the CCW Tool and will be quoted separately or in addition to a new or existing Webex Suite opportunity. All Webex Contact Center opportunities require additional pre-sales configuration and pricing through the FirstLight Advanced Technology Group (ATG).
- D. FirstLight will provide material support to Customer purchasing Cisco Webex Suite and PSTN Service for Cisco Webex Suite as part of the Service Order. Customer will be provided with a basic support agreement between FirstLight and Customer to provide material support when purchasing both Cisco Webex Suite and FirstLight PSTN Service for Cisco Webex Suite. Additionally, Customer may optionally elect to subscribe to FirstLight Network Assurance for Webex Users or Rooms enhanced support. Support entitlement will be detailed on the Service Order.
- E. Complementary Solutions for the FirstLight Cisco Webex service include, but are not limited, to third-party Webex solutions that can be quoted through the Cisco Commerce Workspace (CCW) tool and supported as a part of the FirstLight Cisco Webex managed service offering. Complementary Solutions will be detailed within the Service Order, agreed upon by both parties before installation.

3. Service Requirements and Restrictions

- A. To receive Service, Customer must provide the following:
- Customer deployment must meet or exceed all minimum requirements as stated in the Webex Calling Customer Requirements document. See the following hyperlink for a list of customer requirements: <https://www.firstlight.net/wp-content/uploads/2020/12/Webex-Calling-Customer-Requirements-DEC20v2.pdf>
 - Webex Service Planner with Statement of Work that is required with Customer-acknowledged order.
 - Webex Contact Center solutions will require additional pre-sales design services that will need to be coordinated and purchased through the FirstLight ATG team.
 - Customer contact information that includes telephone number and valid email address.
- B. The Customer must provide a well-maintained, cable plant consisting of Customer-owned and certified category 5, 5e, 6, 6a copper cabling, and/or multimode fiber cabling, and/or singlemode fiber cabling. All cables must be terminated with appropriate connectors for the application prior to equipment deployment. Customer must provide all patch cabling between the wall/ceiling/station jack and the end station device(s). FirstLight will not provide any support, as part of this contract, for any customer owned cable plant.

4. Customer-provided equipment

FirstLight will not provide any support, as part of the Agreement, to Customer-provided equipment. Support for Customer-provided equipment, including any configuration necessary for that equipment to interface with the Service, will be provided by the Customer. Service rendered by FirstLight to provide configuration or material support for Customer provided equipment will result in a time and material charge at FirstLight's current rate for Time & Materials.

5. Installation Service Level

FirstLight and/or its contractors will exercise commercially reasonable efforts to install any Cisco Webex Suite and/or FirstLight PSTN Service for Cisco Webex Suite on or before the Customer specified Firm Order Commit Date. This Installation Service Level may be affected by Service Orders that contain incorrect information supplied by Customer or Service Orders that are altered at Customer's request after submission and acceptance by FirstLight, or by equipment availability from the manufacturer and/or distributor of FirstLight's choosing at the time of order.

6. Support Service Level

A. FirstLight will provide material support and ongoing software maintenance as part of the subscription for Cisco Webex Calling. A "Basic" service level is included only when Customers subscribe to both Cisco Webex Suite and FirstLight PSTN Service for Cisco Webex Suite. Enhanced services called Network Assurance for Webex User and Network Assurance for Webex Room Systems are available at an additional cost. Network Assurance for Webex User and Network Assurance for Webex Room Systems services may include telephone support, email support, incident response, change response, device replacement, and software/hardware maintenance.

B. Support Service Definitions:

i. Non-SLA Support

The following restrictions apply to Customer who does not purchase FirstLight PSTN Service for Webex Calling unless otherwise noted in the accompanying Service Order:

- a) Incident response is provided as best effort with no guaranteed response time
- b) Incident response is provided via telephone only
- c) Telephone and email support response is restricted to normal business hours
- d) Remote support will be billed at FirstLight time and materials rates with a minimum of 1 hour, in 1 hour increments
- e) On-site support will be billed at time and materials rates with a minimum of four hours, in 1 hour increments

ii. Basic Support

- a) Requires the purchase of both Cisco Webex Calling platform license(s) and FirstLight's PSTN Service for Webex Calling to qualify
- b) Includes a guaranteed first response service level of 4 hours and is subject to FirstLight's support fee schedule and/or time and materials rates.
- c) Configuration and change support is subject to a service fee dependent upon the work requested to be performed. See the section titled Basic Support Fee Schedule below.
- d) Customers only subscribing to Cisco Webex Calling will be subject to FirstLight time and materials fees for any support request.

iii. Network Assurance for Webex User

- a) Provides an enhanced level of support for Cisco Webex Suite
- b) Requires the purchase of Network Assurance for Webex User for all deployed Webex users in the organization. This is equal to the number of Webex user licenses not associated to common area devices.
- c) Includes a guaranteed first response service level of 4 hours, 24x7 telephone support, configuration and change support, and on-site* support as necessary.

iv. Assurance for Webex Room Systems

- a) Provides an optional enhanced level of support for Customers purchasing video endpoints designed for use in conference rooms.
- b) Includes a guaranteed first response service level of 4 hours, 24x7 telephone support, configuration and change support, and on-site* support as necessary.
- c) Device replacement is subject to the manufacturer's warranty and/or extended service plan(s). Customer is responsible to purchase, manage, and maintain current manufacturer service contracts for affected equipment.
- d) Installation and configuration of replacement hardware is not included. Labor to perform the installation and/or configuration of replacement hardware is subject to either a Statement of Work agreed to by both parties or current FirstLight Time and Materials rates.

v. Endpoint Maintenance Plan

- a) Cisco Telephone Network endpoints deployed by FirstLight, currently supported by Cisco and/or FirstLight, and purchased either as a subscription or as a single one-time charge plus monthly maintenance fee(s). Endpoint Maintenance Plan is used to replace Cisco telephone endpoints in the event of a manufacturer defect for the duration of the agreement. FirstLight will use commercially reasonable efforts to ship a replacement endpoint within three (3) working days after FirstLight receives the defected item(s). Actual delivery times may vary depending on Customer location and equipment availability.

- b) Customers who subscribe to both the Endpoint Maintenance Plan and Network Assurance for Webex User will receive Next Business Day replacement of their device. FirstLight will replace the failed device, within FirstLight's service area, Monday through Friday, 8:00 am - 5:00pm EST. Equivalent hardware will be shipped next business day at no additional charge if failure diagnosis by FirstLight occurs prior to 1:00 pm EST.
- c) Endpoint failure due to Customer intentional or unintentional negligence, misuse, or excessive wear and tear are not covered by the endpoint maintenance plan.

- i. This material support is subject to the following schedule:

Table 1. Service Level Agreement Schedule

Incident Response SLA	Hardware Replacement	Telephone Support	E-Mail Support	Holiday Support	On-Site Support*	Configuration and change support
Basic Support <i>Requires purchase of both Cisco Webex Suite and FirstLight PSTN Service for Webex Suite</i>						
First Response within 4 hours, subject to Time and Materials rates	Subject to manufacturer warranty	Business hours, subject to Time and Materials rates	None, subject to Time and Materials rates	None	None, subject to Time and Materials rates	Best effort. <i>Additional fees may apply, see 5.4 Support Fee Schedule.</i>
Network Assurance for Webex User <i>Optional support tier, provided only when purchasing Network Assurance for UC Knowledge Worker in addition to Cisco Webex Calling</i>						
First response within 4 hours	N/A <i>See Endpoint Maintenance Plan</i>	Included, 24x7	Included, best effort support	Yes	Yes	Basic and Advanced changes included Completed within one business day Holidays excluded
Network Assurance for Webex Room Systems <i>Optional support tier, provided only when purchasing Network Assurance for UC Room Systems in addition to Cisco Webex Calling</i>						
First response within 4 hours	None <i>Subject to manufacturer warranty and/or extended service plans such as Cisco Smartnet</i> <i>Customer responsible to maintain manufacturer service contracts</i>	Included, 24x7	Included, best effort support	Yes	Yes, troubleshooting and testing only <i>Installation and integration for replacement devices is not included. Subject to Time and Materials rates.</i>	Yes, changes completed within one business day, holidays excluded
Endpoint Maintenance Plan <i>Optional support tier. Included when purchasing endpoints as a subscription, or optionally provided with a handset purchase.</i>						
N/A	3 business day replacement for handsets only	N/A	N/A	N/A	N/A	N/A
Endpoint Maintenance Plan and Network Assurance for Webex User <i>Service level provided when purchasing both the Endpoint Maintenance Plan and Network Assurance for Webex User</i>						
N/A	Next Business Day** replacement for handsets only	N/A	N/A	N/A	N/A	N/A

* Dispatch for on-site support is determined by FirstLight, at the time of incident, and only available in FirstLight's service territory. Additional charges may apply if on-site support is requested and/or necessary to resolve an incident, and the location of the incident is outside of FirstLight's service territory.

** Equivalent hardware, determined by FirstLight at the time of incident, will be shipped Next Business Day at no additional charge if failure diagnosis by FirstLight occurs prior to 1:00 pm EST. If failure diagnosis occurs after 1:00 PM EST, the replacement hardware will be shipped on the next business day.

i. Support Fee Schedule

- a) The table below describes the support fees that may apply depending on the level of support purchased from FirstLight.
- b) Customers who purchase Webex Suite Services alone are subject to time and materials rates for support.
- c) Customers who purchase both Webex Suite Services and FirstLight PSTN Service for Webex Calling will receive basic support and are subject to the fees per incident outlined below.
- d) Customers who purchase Webex Suite Services and Network Assurance for Webex User or UC Room Systems are only subject to fees related to Major changes as defined in the table below.

Table 2. Support Fee Schedule

Task	Fee Type		
	Basic	Advanced	Major
Change username, reset pin/password	X		
Change user/lines within hunt group	X		
Set up call forwarding/office extension	X		
Setup voicemail to email	X		
Add/remove features to phone or user		X	
Setup new user on new phone Change existing user's handset		X	
Setup or modify auto attendant		X	
Bulk changes (greater than 5 changes/requests/ adds in a 5 day period)			X
Change global settings			X
Configure integrations with other systems (calendar, directory, voicemail to email, etc)			X
Setup new or redesign call flow in Auto Attendant			X
Other changes			X

Fee Type	Unit of Measure	Included w/ Network Assurance *	Rate
Basic	Per requested change	Yes	\$50.00
Advanced	Per requested change	Yes	\$75.00
Major	Per hour	No	\$300.00

* Support fee waived for incidents covered under the Network Assurance for Webex User program

ii. Support Service level Warranty

During the Term, the managed service described above will meet or exceed the stated service level(s) in any calendar month. This agreement is considered separate from the "Service Availability" agreement stated in Section 6. Determination of performance shall be calculated by review of all tickets requested by the Customer for all service locations within the calendar month. If FirstLight does not meet the above stated service level during the calendar month and if the Customer meets its obligations under this Agreement, then Customer may be eligible to receive a service credit per the 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.

Table 3. Webex Suite Basic Support and Network Assurance for Webex User and Rooms Service Level credit schedule below:

Response Time Performance	Credit
85% – 94%	5%
76% – 84.9%	10%
< 76%	20%

- a) Customer must request service credit to receive any of the service credits described above. Customer must notify FirstLight in writing within 30 days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit.
- b) The aggregate maximum amount of service credit to be issued by FirstLight to Customer for failure to meet performance levels that occurs in a single calendar month will not exceed 20%.
- c) Service Level Credits will be applied only to the service charges related to the managed service.

7. Service Availability

A. Service Availability Definitions:

- i. "Service Availability" means the percentage of the time in a given month that voice services of the Webex Calling Services are available during the Committed Minutes of Service calculated as follows:

$$\text{Service Availability} = ((\text{Committed Minutes of Service} - \text{Effective Service Outage Minutes}) / \text{Committed Minutes of Service}) * 100$$

Example: A 4 minute outage in the month of January is a Service Availability of 99.991%

$$99.991\% = ((44640 - 4) / 44,640) * 100$$
- ii. "Committed Minutes of Service" means the total amount of minutes in a calendar month (e.g., 31 days x 24 hours x 60 minutes = 44640 minutes).
- iii. "Effective Service Outage Minutes" means the number of minutes that all Webex Calling SP Users were impacted by not having call processing service available, excluding scheduled maintenance, demand maintenance, and emergency maintenance that have the possibility of impacting service. When a subset of Webex Calling Users are impacted, then the percentage of the impacted Webex Calling Users is taken into account. As an example, if 10% of the Webex Calling Users were without call processing service for 40 minutes, the effective service outage minutes is 4 minutes. An impact of less than 1% of the Webex Calling Users or 1 minute are not counted.
- iv. "Time to Repair" means the time taken between opening a trouble ticket and restoring service for the affected Webex Calling Users, for purposes of this section.

B. Service Outage definition: A Service Outage is defined as the complete unavailability or degradation of the platform during any unscheduled period of time except that FirstLight is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, Exclusions).

C. Cisco Webex Calling Platform Service Level Objective

- i. Cisco will maintain the Webex Calling Services in geographically redundant co-location data center facilities and Service Availability shall be 99.99% of the time each month for call processing.
- ii. Cisco will use reasonable efforts to achieve a Time to Repair for the Webex Calling SP Service of four (4) hours or less for a trouble ticket that qualifies as Critical as defined in the Documentation.
- iii. All Service Availability measurements exclude time attributed to Customer or the Webex Calling User's delay in responding to Cisco requests for assistance to repair an outage.
- iv. The Customer agrees that the Service Level Objective described in section 6.3 is used solely by Cisco to monitor the performance of the Webex Calling Services. FirstLight and Cisco shall not be liable whatsoever if FirstLight and/or Cisco fail to meet the Service Level Objective.

D. FirstLight PSTN Service for Webex Suite Service Level Objective

- i. FirstLight will maintain interconnection between the Cisco Webex Calling services and FirstLight's PSTN Gateway services in geographically redundant data center facilities and Service Availability shall be 99.95% of the time each month for PSTN call processing.
- ii. FirstLight will use reasonable efforts to achieve a Time to Repair of four (4) hours or less for the FirstLight PSTN Service for Webex Calling.
- iii. The Customer agrees that the Service Level Objective described in section 6.3 is used solely by FirstLight to monitor the performance of the PSTN termination services. FirstLight shall not be liable whatsoever if FirstLight fails to meet the Service Level Objective.

E. Exclusions:

- i. All Service Availability measurements do not include periods of outages due in whole or in part to the following causes:
- ii. Any act or omission on the part of the Customer, user, any third-party contractor, or any other entity over which the Webex Calling User exercises control or has the right to exercise control.
- iii. The outage is attributable to a third party including, but not limited to, any local access provider, or a Webex Calling User's CPE, applications, equipment, or facilities, including underlying transport network, access circuits, cabling, or other network issues.
- iv. Outages due to scheduled maintenance for the Webex Calling Services.

- v. Any event or occurrence that results in "No Trouble Found" resolution to trouble tickets.
- vi. Force Majeure Events beyond the reasonable control of FirstLight and/or Cisco including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.
- vii. Trouble tickets associated with new installations, including when Webex Calling Users are being added at a Subscriber site, or when a new device is being provided to an existing Webex Calling User.
- viii. Interruptions associated with an act or omission on the part of Webex Calling User or a third party, including but not limited to, any local access provider, or an interruption where the Webex Calling User elects not to release the service for testing and repair and continues to use the service on an impaired basis.

8. Maintenance and Software Patches and Upgrades

- A.** As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage, problem, or incident response, for purposes of this Agreement.
- B.** Webex Calling Service Maintenance Policies

The Cisco Webex Calling Service is subject to Cisco Systems Inc.'s maintenance policies. To be notified of scheduled maintenance and outage incidents, Customer may subscribe to notifications by visiting <https://status.broadcom.com/>

- C.** End user soft client, telephone, and video codec software patches and upgrades

In addition to scheduled maintenance, software patches and upgrades for end user soft clients, telephones, and video codecs will be pushed to the affected clients or devices when available, automatically. When an upgrade is available, the end user will be prompted to update the soft client or device. The end user may temporarily delay the update at their convenience, so that the upgrade can commence at a time appropriate for that end user. Software upgrades may temporarily make the device and/or client software temporarily unavailable while the upgrade is being applied. Customers cannot decline software upgrades for their soft clients, telephones, and/or video codecs.

9. Voice over Public Internet Disclaimer

FirstLight makes no representations or warranties and makes no performance level guarantees for voice quality over the Public Internet. Customer assumes all risk for voice quality over the Public Internet. FirstLight will accept repair tickets to our Network Operations Center related to voice over the Public Internet, if and only if, the Customer provides written documentation of Tier 1 troubleshooting and triage on the Customer internet connection having already been performed by the Customer. FirstLight may bill at its standard regular hour and overtime rates for technician time spent troubleshooting a Customer internet issue. It shall be a material breach of this contract for which FirstLight reserves the right to terminate the Agreement with a thirty (30) day notice for repeated calls into its Network Operations Center resulting in FirstLight troubleshooting the Customer internet connection. Upon such termination, the Customer would be liable for Early Termination Charges.

- 10. Letter of Authorization.** In order to provide Service to the Customer, FirstLight needs certain Customer account information from Customer's third- party providers that provide services or equipment in conjunction with the Services 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 related to the support of the Service.

11. System Administration

- A. Service and Support.** After Service activation, the Customer will be required to contact FirstLight's Network Operations Center to request moves, adds, changes to the Service. Only the authorized Customer representative(s) may request changes to the FirstLight Service.
- B. System Administration Privileges.** FirstLight will retain all administrator privileges for hardware and software delivered under the Service.
- C. Customer Administration (Co-Management)**
 - i. FirstLight will grant the Customer with administrator privileges for the purpose of self-administering the Service. FirstLight shall have no liability for failure to provide the Service 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 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.
 - ii. 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 Services account. By enrolling for and using the Services, the Customer accepts sole responsibility for the security and confidentiality of all passwords.
 - iii. 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 customer service.

- iv. Only authorized Customer contacts can request changes to the Service that cannot be performed via the portal. Note that certain remote changes may require a reboot of CPE and/or data and/or control plane to take effect.
- v. Customer must provide notification to FirstLight if/when changes are made to the Service through the provided portal by the Customer that may affect network performance, and/or may cause a temporary network outage. Failure to provide notification to FirstLight may result in additional charges based on FirstLight Time and Materials rates.

D. End User Self Administration

- i. FirstLight will grant the Customer limited privileges for the purpose of self-administering personal user preferences. FirstLight shall have no liability for failure to provide the Service if a reported incident or down event 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 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.
- ii. End user subscribers are not authorized to contact FirstLight directly for support. End users seeking support are required to request support through their authorized Customer contacts.

12. General

- A. Customer hereby represents that it has the legal authority to authorize, and warrants 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 Network Proprietary 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 the 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 the Services.
- E. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the agreed to 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, including but not limited to, for pre-existing obligations which Customer may have regarding its local, intraLATA, intrastate, interstate, international long distance services.

13. Customer Representations and Warranties

In addition to the representations and warranties as set forth in the Agreement, Customer acknowledges that the Service governed by the Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Service must be authorized under those laws and regulations. Further, use of the Service outside of the U.S. may subject Customer and/or Customer's End Users to export or import regulations in other countries. Without limiting the foregoing, goods, software or technical data related to the Service are prohibited for export or re-export to Cuba, Iran, Sudan, North Korea, Syria or foreign nationals thereof, or any other country that is subject to U.S. economic sanctions or comprehensive export controls restricting such export or re-export, as well as to persons or entities barred from engaging in export transactions by the U.S. Departments of Commerce, State or Treasury (see Country Group E at http://www.export.gov/ecr/eg_main_023148.asp, as such list may be updated from time to time). Customer represents and warrants that it will comply with such export controls set forth above. Customer is responsible for notifying its End Users of such restrictions and agrees to be responsible for End Users' use. Customer will not use, distribute, transfer or transmit, directly or indirectly, information or any immediate product (including processes and services) utilizing the Service, except in compliance with U.S. export laws and regulations.

14. Additional Terms and Conditions

This Agreement is between the Customer and FirstLight. Several components provided in this agreement feature additional terms and conditions between the Customer and the Manufacturer. By signing this agreement, the Customer acknowledges that they have seen and agree to the terms and conditions from the manufacturer. Please refer to the following resources for further information regarding required manufacturer terms and conditions:

Cisco End User License Agreement (Cisco EULA): <https://www.cisco.com/go/eula>

15. Termination

If a party breaches this agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this agreement for cause. FirstLight and/or Cisco may immediately terminate this agreement if Customer breaches the Cisco EULA and/or FirstLight's Master Service Agreement, Schedules and any Service Orders. Upon termination of the agreement, Customer must stop using the Cisco Technology and destroy any copies of Software and Confidential Information within its control. Upon FirstLight and/or Cisco's termination of this MSA or the Cisco EULA for breach, Customer will pay FirstLight any remaining unpaid fees through to the end of the then-current Term. If Customer continues to use or access any Cisco Technology after termination, Cisco or FirstLight may invoice Customer, and Customer agrees to pay, for such continued use.

16. Emergency Calling

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 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."

Webex offering includes E911 capabilities through RedSky www.redskye911.com/storage/files/terms-and-conditions.pdf

17. Toll Fraud

In the event that either: A) Customer installs its own terminal communications equipment, such as a PBX, on its premises or B) subscribes to a cloud based and/or a managed telephony solution, such as Cisco Webex Calling or FirstLight Cloud Communications, which may access FirstLight's toll services, it is expressly agreed and understood that the security of, and fraud controls within, such terminal equipment/services, are the sole responsibility of Customer. It is expressly understood that such terminal equipment/services 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. Customer shall be solely liable for all costs, charges, lost Service charges or other lost charges incurred by FirstLight and attributable to such events.