Service Schedule P- FirstLight SMS and MMS Services

1) **Applicability.** This Service Schedule is applicable only when Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight SMS and MMS Service.

2) **Service Description.** SMS and MMS Service is a messaging service that provides connectivity allowing customers to exchange Short Message Service ("SMS") and Multimedia Messaging Service ("MMS") messages.

3) **General.** By virtue of executing a Service Order for SMS and MMS Service:

   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 SMS and/or MMS services requested by the Customer and described herein for all its physical service and billing locations as noted on the Service Order.

   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 The Campaign Registry and Mobile Network Operators, of all SMS and MMS Campaigns.

4) **A2P 10DLC.** All business SMS and MMS services are categorized as Application-to-Person 10-Digit Long Code ("A2P 10DLC") services. This includes messages generated by a person and use cases unrelated to marketing or customer outreach. Customer hereby acknowledges this categorization.

5) **Campaign Registration**

   a. Business SMS and MMS services are subject to regulation and registration with The Campaign Registry ("TCR"). TCR is a centralized registry that verifies phone numbers used for A2P 10DLC services and the campaigns assigned to each number. Its purpose is to provide a more trustworthy and regulated environment for messaging services and to reduce fraud, spam, and uncontrolled robo-texting.

   b. A campaign is a defined messaging use case. All SMS and MMS-enabled numbers must be registered for at least one campaign. Customer hereby agrees to provide accurate campaign information to FirstLight and further agrees to only use SMS and MMS services within their stated, approved use case. Information pertaining to new use cases must be provided to FirstLight and an associated campaign must be registered before any campaign messages are issued. Unregistered messaging is grounds for termination or suspension of the Service without notice and may be subject to fees.

   c. Inactive campaigns must be deactivated to prevent compromised use. A campaign is considered inactive if there is no messaging activity within a 60-day period. Inactive campaigns may incur an inactivity fee.

   d. Political campaigns are subject to additional registration requirements and vetting. Political campaigns include, but are not limited to: candidate messaging, political party outreach, PAC or advocacy group communications, voter mobilization efforts, and fundraising appeals.

6) **Consent - "opt-in" and "opt-out".**

   a. Opt-in. A2P 10DLC messaging requires the recipient's consent. Necessary consent is based on the messaging type and frequency. Express consent can be over text, on a form, on a website, or provided in writing. So-called "Contact me" checkboxes are commonly used for consent online.

   b. Opt-out. All campaigns must adhere to nationally required Opt-out keywords including "stop"," unsubscribe", "cancel", "end", "quit", "revoke", "opt-out", and "optout". It is highly recommended to accept common misspellings and other keywords that strongly display customer sentiment. Messages should include simple opt-out instructions such as "reply 'STOP' to unsubscribe". Customer hereby agrees to promptly honor all Opt-out requests.

7) **Compliance.** Customer must adhere to Cellular Telecommunications Industry Association (CTIA) messaging principles and federal laws related to messaging, including the Telephone Consumer Protection Act (TCPA).

8) **Usage Limitations.** Messaging volume limits apply determined by the Mobile Network Operators and the type of Campaign. Typically, no more than 75 texts per minute (TPM) may be issued with an upper limit of 2,000 messages per day. Campaigns that must exceed this limit require special registration and vetting prior to approval. Exceeding the Usage Limitations may result in fines or disabled service.

9) **Prohibition on Fraudulent Use.** Customer shall not engage in, facilitate, or allow any fraudulent, abusive, or deceptive use of the Service. Prohibited activity includes, but is not limited to:

    a. Sending messages with false, misleading, or manipulated sender information.

    b. Generating traffic artificially,

    c. Phishing or similar attempts to obtain sensitive personal information under false pretenses.

    d. Any scheme intended to inflate traffic volumes or exploit billing practices.

10) **Monitoring and Enforcement.** FirstLight may monitor messaging traffic to detect patterns consistent with fraudulent use. If fraudulent use is detected FirstLight reserves the right to immediately:

    a. Suspend or terminate the Service without notice.

    b. Block suspicious traffic or originating numbers.

    c. Report such activity to our messaging partners, carriers, or law enforcement as appropriate.

11) **Liability for Fraudulent Traffic.** Customer shall remain liable for all charges associated with fraudulent messaging traffic originating from their account, regardless of whether Customer authorized such activity. Customer shall indemnify and hold harmless FirstLight and our messaging partners from any claims, losses, penalties, or damages arising from fraudulent use of the Service.

12) **Carrier Fines and Pass-Through Liability.** Customer acknowledges that fraudulent or non-compliant messaging traffic may result in fines, fees, or penalties imposed by Mobile Network Operators or regulatory authorities. All such fines, fees, or penalties shall be the sole responsibility of Customer, and FirstLight reserves the right to pass through and invoice Customer for the full amount of any such charges.