Service Schedule C – FirstLight Internet Services

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Internet Services.

2. Service Description. FirstLight Internet Service is a dedicated Internet port and specified bandwidth for the transmission of data to and from the Internet. Service is provided by FirstLight from a specific Customer location, to the Internet port and then to the interface between the FirstLight Network and the Internet.

3. Installation of FirstLight Internet Service. FirstLight will exercise commercially reasonable efforts to install Internet Service on or before the Customer Commit Date. The actual installation date may be affected by Service Orders that contain incorrect or incomplete information supplied by Customer or Service Orders that are changed at Customer's request after submission and acceptance by FirstLight.

4. Service Levels.

A. **Connection Availability Service Level for FirstLight Internet Service.** The Connection Availability Service Level for FirstLight IP Service is 99.99%. In the event that the FirstLight provided connection becomes unavailable as a result of FirstLight's fault, error, or omission, and for reasons other than an Excused Outage, Customer will be entitled to a service credit for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the table 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.

Cumulative Unavailability

(in hrs:mins:secs)

Service Level Credit

00:00:01 – 00:05:00 No Credit

00:05:01– 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 purposes of this section, unavailability means the total inability to transmit or receive packets.

B. **Network Latency Service Level.**

i. The monthly average Network Latency for packets carried over the FirstLight Network on a one-way trip basis from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port, up to the interface between the FirstLight Network and the transit carrier or peered end point as applicable is 10 milliseconds for all fiber based, on-net Internet Services.

ii. After being notified by Customer of Network Latency in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if an excess Network Latency exists, identify the source of the excess Network Latency and take corrective action to the extent that the source of the excess Network Latency is on the FirstLight Network.

iii. If FirstLight fails to remedy such Network Latency within four (4) hours of being notified of excess Network Latency on the FirstLight Network, Customer will receive, at Customer's written request, a service credit equivalent to the period of time from when the Customer notifies FirstLight until the Network Latency is at or below 20 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. 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.

a. Jitter Service Level. The Jitter Service Level is 5 milliseconds from the hand-off point of FirstLight's circuit with the Customer, through the Customer's Internet port up to the interface between the FirstLight Network and the Internet.

1. After being notified by Customer of Jitter in excess of the rates specified above, FirstLight will use commercially reasonable efforts to determine if excess Jitter exists, identify the source of any excess Jitter, and take corrective action to the extent the source of the excess Jitter is on the FirstLight Network.
2. If FirstLight fails to remedy such Network Jitter within four (4) hours of being notified of any excess Network Jitter Customer will receive, at Customer's written request, a service credit equivalent to the period of the time from when the Customer notifies FirstLight until the Jitter is at or below 5 milliseconds continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. 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.

b. Packet Delivery Guarantee. The FirstLight Network has an average monthly Packet Loss no greater than 0.01% (or successful delivery of 99.99% of packets).

1. Packet Loss is defined as the percentage of packets that are not successfully transmitted between two adjacent network ports between customer's service demarc to the interface between the FirstLight Network and the transit carrier or peered end point as applicable. FirstLight continuously monitors this aggregate packet loss and compiles the collected data into a monthly average measurement for the FirstLight Network.

2. After being notified by Customer of Packet Loss in excess of 0.01%, FirstLight will use commercially reasonable efforts to determine if excess Packet Loss exists, identify the source of any excess Packet Loss, and take corrective action to the extent the source of the excess Packet Loss is on the FirstLight Network.

3. If FirstLight fails to remedy such excess Packet Loss within four (4) hours of being notified of any excess Packet Loss on the FirstLight Network and average Packet Loss for the preceding 30 days exceeds 0.01%, Customer will receive, at Customer's written request, a service credit equivalent to the period of time when the Customer notifies FirstLight until the average Packet Loss is less than 0.01% continuously for one (1) hour. Customer may obtain no more than one (1) month worth of MRC for service credits for any given month. 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.

c. Internet Services – Service Level Criteria Table

Availability	Latency (One Way)	Jitter	Packet Loss
99.99% (One-way Trip Basis)	<10 milliseconds	<5 milliseconds	<.01%

5. Specified Service, Term and Pricing. FirstLight shall provide term length and pricing for FirstLight Internet Service in its Service Order. All Service Orders shall be signed by both parties prior to provisioning.

6. Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the FirstLight Internet Service to the FirstLight Acceptable Use Policy (set forth on FirstLight's website at www.firstlight.net), as updated from time to time and incorporated (including any updates) herein by reference.

7. Address Space. FirstLight will assign Internet addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by FirstLight may only be used while a FirstLight customer. If Customer has a valid address allocation from ARIN, RIPE, or APNIC, Customer may request FirstLight to announce it via BGP.

8. Resale. In the event Customer resells FirstLight Internet Service (a) Customer remains responsible to FirstLight for all of its obligations hereunder including but not limited to all Service Charges and liabilities arising out of or related to such third party usage, (b) notwithstanding any provision in the Agreement, Customer shall indemnify FirstLight for any and all third party claims arising out of or related to such third party usage and (c) Customer agrees to include and shall include terms and conditions within any contract to resell that are substantially similar to the terms and conditions herein and no less restrictive as to such third party. Upon the expiration or termination of this Agreement, neither Customer nor any third-party resale customer of Customer shall have any rights to use the FirstLight Internet Service. Notwithstanding the foregoing, FirstLight is not liable to any third party resale customer of Customer for any claims, losses or damages of any type or nature, (including but not limited to indirect, special, punitive, exemplary or consequential damages) resulting from such third party's use of the Service, and FirstLight shall have no obligations whatsoever to such third party customer of Customer, including but limited to Outage Credits, repairs, troubleshooting, or otherwise.

9. Disclaimer of Third-Party Actions and Control. FirstLight does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends on the performance of Internet services provided or controlled by third parties. Actions or inactions caused by third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. FirstLight has no control over such situations and cannot guarantee that such situations will not occur and, accordingly, FirstLight disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, FirstLight shall have the right to immediately suspend the Service.

10. **Filtered Net Service.**

A. FilteredNet is intended to be part of a solution that conforms to the guidelines set forth in the Children's Internet Protection Act (CIPA). It is ultimately the responsibility of the customer to ensure that CIPA guidelines are followed. Customer shall indemnify FirstLight for any and all claims related to CIPA that arise from the Customer's use of FilteredNet.

B. FilteredNet includes a device that is located on the customer's premises as part of the overall solution. The device is owned and maintained by FirstLight and is the responsibility of FirstLight to replace if required. Some customers may request to make changes to the software or hardware on this device. Please be advised that FirstLight's responsibility to supply a working device is void as to defects caused by the Customer's actions (or failure to act), the acts of others, or events beyond the control of FirstLight or its partners.

11. FirstLight Web Security

A. FirstLight Web Security Service, powered by an industry-leading FirstLight partner, is a cloud-based security platform at the DNS (domain name system) layer that provides the first line of defense against threats on the Internet by blocking requests to malicious destinations (domains, URLs) before a connection is established. It provides protection against threats over all ports and protocols, and can protect Internet access across all network devices, office locations, and roaming users.

B. FirstLight Web Security Service is a best-effort type of service and cannot guarantee that all unwanted traffic will be prevented as expected. FirstLight shall not be responsible for any failure of FirstLight Web Security Service resulting from Customer's misuse or configuration. Customer is responsible for all post-handoff configuration, and FirstLight disclaims all responsibility for errors that may allow unwanted web traffic to enter Customer's network. Web Security protection is allocated and applicable only to the contracted public IP addresses.

C. FirstLight agrees to provide tier-one support of the FirstLight Web Security Service for non-functioning Services and guidance on how-to configuration steps. Upon delivery of the Service, any changes to configuration are the responsibility of the Customer administrator. Customer also agrees to utilize the 1-hour training/onboarding support within 30 days of Service turn-up and will forfeit onboarding offer after 30 days has transpired.

12. Dedicated Internet Access (DIA) with Wireless Backup Service

A. DIA with Wireless Backup is a FirstLight Internet Service consisting of a dedicated Internet port with specified bandwidth and a wireless backup connection. The Wireless Backup connection uses multicarrier wireless SIM cards to provide connectivity only when the primary DIA connection is unavailable.

B. Wireless Backup includes unlimited data usage, provided, however, utilization beyond 25GB per month may be de-prioritized across the wireless provider network during periods of network congestion and throttling may occur. Wireless Backup is provided on a best-effort basis, and FirstLight does not guarantee performance, coverage, signal quality, latency, or throughput.

C. Removal or transfer of any Wireless SIM cards from FirstLight's equipment is strictly prohibited. Using the Wireless Network as a primary internet connection or to support guest Wi-Fi is prohibited.

D. Productivity Filters are in place on the Wireless Backup connectivity to block streaming media, social networks, entertainment, and games to prioritize service availability for core business functions.

13. Dedicated Internet Access (DIA) with Enhanced Security Service

A. DIA with Enhanced Security ("DES") is a bundled Service that includes FirstLight Internet Service, FirstLight Web Security Service, and DDoS Protection & Mitigation Services. DES is subject to the terms and conditions of this Service Schedule.

B. Notification. Customer shall notify FirstLight if Customer sustains a DDoS attack that is not mitigated consistent with industry practice for mitigation services. In such event, FirstLight and Customer may implement adjustments to the profile that may be available.

C. Mitigation Capacity. FirstLight does not set per-customer limits on DDoS mitigation capacity. The limits to FirstLight's mitigation capacity depend on the type and nature of attacks and varying limitations across overall network capacity and data center network architecture.

D. Traffic Blocking. In the event that an attack impedes FirstLight's ability to operate the FirstLight network or negatively impacts other FirstLight customers, FirstLight may disregard packets, engage in upstream blocking, or take other measures as necessary to protect FirstLight's network and other customers (collectively "Traffic Blocking") without prior notice. If Traffic Blocking is imminent or if FirstLight has already engaged in Traffic Blocking, FirstLight shall notify Customer promptly and work with Customer regarding the measures available, if any, to re-establish attack mitigation.

E. Mitigation SLA. FirstLight's DDoS auto-mitigation is designed to detect and mitigate an attack within five (5) minutes after an attack begins. If FirstLight fails to meet this target, Customer will be eligible for a credit of ten percent (10%) of the applicable monthly fee for DES for every five (5) minutes during which the protection functionality fails. The maximum total credit for any calendar month for failure to meet this target shall not exceed fifty percent (50%) of the applicable monthly recurring fee for DES. Credits shall not be carried forward to future months nor be used as a set-off for other FirstLight services.