

Service Schedule B - FirstLight Cloud Communications

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for or has already installed FirstLight Cloud Communications or Voice over IP related Service. FirstLight shall provide term length and pricing for all products available in a Service Order as required. All Service Orders shall be signed by both parties prior to provisioning.

2. Service Description. FirstLight Cloud Communications and Voice over IP related Services are any voice or information services that are delivered over an IP connection.

3. Service Levels.

- A. **Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight Cloud Communications and Voice over IP Services on or before the Customer Commit Date specified for the particular FirstLight Voice Service. 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.
- B. **Availability Service Level for FirstLight Cloud Communications and Voice over IP related services.** The Availability Service level for FirstLight Cloud Communications and Voice over IP related services which are Redundant is 99.999%. In the event that any FirstLight Redundant Service becomes unavailable as a result of FirstLight fault, errors or omissions, and for reasons other than an Excused Outage or Force Majeure, Customer will be entitled to a service credit off of the monthly recurring charges for the affected service as designated in the Redundant credit schedule below. In the event that any FirstLight Non Redundant Service becomes unavailable as a result of FirstLight for reasons other than an Excused Outage or Force Majeure, Customer will be entitled to a service credit for the affected service off of the monthly recurring charges as designated in the Non-Redundant credit 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. In the event that any FirstLight "Off Net" service becomes unavailable there will be no service credits issued.

For any "Redundant" Cloud Communication Services

Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit

00:00:01– 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 any "Non-Redundant" Cloud Communication Services

Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit

00:00:01– 00:45:00 No Credit
00:45:01– 04:00:00 5%
04:00:01 – 08:00:00 10%
08:00:01 –12:00:00 25%
12:00:01 – 24:00:00 40%
24:00:01 or greater 50%

For any "Off Net" Service
Service level credits do not apply

For purposes of this Section, “unavailable” or “unavailability” means the duration of an interruption of the Service measured from the time when the outage is reported to the time when it is resolved. This duration is referred to as Time to Repair.

C. The FirstLight Cloud Communications Service includes endpoint maintenance.

- i. An endpoint, for the purpose of this endpoint maintenance plan, is an IP phone that features an attached handset and is typically deployed on a desk or attached to a wall. This endpoint maintenance plan is subject to the following terms and conditions:
- ii. Endpoints deployed by FirstLight, supported by FirstLight, and purchased either as a subscription or as a single one-time charge plus monthly maintenance fee(s) will be replaced 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.
- iii. Endpoint failure due to user negligence, misuse, or excessive wear and tear are not covered by the endpoint maintenance plan.

4. Service Acknowledgement and Terms.

To receive Service, the Customer is subject to the following terms:

A. Customer Handset Purchase

- i. If Customer opts for a one-time handset purchase option, FirstLight will not provide Customer access to FirstLight owned Cloud Communications router and/or switch configurations.
- ii. The one-time handset purchase option is defined as a one-time payment, or non-recurring payment, by the Customer to purchase and own handsets from FirstLight. This non-recurring payment option does not entitle Customer to have access to the FirstLight, service configuration and/or FirstLight equipment.

B. Cloud Communications Service Term Requirements

- i. A Service Term is required for the FirstLight Cloud Communications Service during which time title to all equipment provided by FirstLight shall remain the property of FirstLight. Upon expiration of the Service Term, if the Customer does not choose to renew its contract with FirstLight, then, at its discretion, FirstLight will remove its equipment from the Customer Premises. Customer shall provide reasonable access to the Customer Premises for FirstLight to remove its Facilities.
- ii. If the Customer chooses not to renew the Cloud Communications Service with FirstLight, any Customer-owned handsets provisioned to work on the FirstLight Cloud Communications Service will be restored to factory default condition at the end of the Customer’s Service Term.

5. Voice over Public Internet

FirstLight makes no representations or warranties and no 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 contract 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.

6. Services Ordered. Customer hereby acknowledges that it may be necessary to adjust quantity and type of services, features and/or equipment in order to deploy the Services ordered. Any changes will be communicated to Customer via email and will be billed accordingly. Any new Services added that are not listed on the Service Order will require a new Service Order that will be coterminous with the original Service Term.

7. 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 these services.
- E. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the contracted 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.
- F. Taxes are billed at local, State and Federal Rates. For more information, please visit our website www.FirstLight.net.

8. Emergency Calling

- A. 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."
- B. Because FirstLight is providing VoIP services to you, FirstLight is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgement of having received and understood these disclosures.
- C. By signing this agreement, you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities offered by FirstLight's VoIP services.
- D. "911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, fire, and hospital medical services.
- E. 911-type services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to primary 911 providers so that it reaches the correct emergency service located closest to the subscriber's location and to transmit the identification of the subscriber's location and telephone number (subject to the obligations to provide and maintain the subscriber's location information).
- F. Enhanced 911-type Service is not immediately available in all areas and is subject to the capabilities of the local PSAP.

9. FirstLight Emergency Calling Policy

- A. VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available, and you have chosen to activate it.
- B. You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below. You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by FirstLight Fiber, Inc.
- C. You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to

enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.

D. You acknowledge and understand that battery backup is not provided by FirstLight on voice or VOIP services. It is recommended that you supply and maintain your own battery backup or generator power to prevent loss of service during a power outage.

E. You acknowledge and understand at Customers option and expense, FirstLight is willing to provide at least one technical solution capable of supporting at least 8 hours of uninterrupted 911 services and install a customer owned battery backup unit. Customers purchasing battery backup units should note that batteries deteriorate over time, which will affect the duration of battery life. It's recommended that customers restock and replace batteries on regular basis.

F. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.

G. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.

H. You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.

I. FirstLight's calling services do not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it.

J. You acknowledge and understand that: a call placed to 911 using FirstLight Fiber, Inc. in these areas or if you have chosen not to activate it, will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed.

K. The caller needs to communicate their location and phone number to the individual answering the call. You acknowledge and understand all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.

10. 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.