

Master Services Agreement General Terms and Conditions

This **MASTER SERVICES AGREEMENT** (“**MSA**”) is entered by and between FiberLight, LLC, a Delaware limited liability company, on behalf of itself and its controlled affiliates (collectively, “**FBL**”), whose principal place of business is located at 11700 Great Oaks Way, Suite 100, Alpharetta, Georgia 30022 and Customer, as provided (“**Customer**”). As used in this MSA, “**Party**” means either Customer or FBL, as appropriate, and “**Parties**” means Customer and FBL. Other capitalized or defined terms in this MSA shall have the meaning ascribed to them herein, or within the Defined Terms.

The services referenced in this MSA (“**Service**” or “**Services**”) are offered to Customer by FBL. This MSA sets forth the legal rights and obligations governing FBL’s offer, provisioning and delivery of Services and Customer’s receipt and use thereof. Customer shall contract for, and order, Service on an FBL-designed Service Order Form (“**SOF**”).

The agreement in its entirety shall consist of the terms and conditions in each SOF; the applicable Product Rider Attachment(s) (“**Product Rider(s)**”); this MSA; the Acceptable Use Policy (“**AUP**”); and any applicable tariffs (collectively the “**Agreement**”). In the event of an inconsistency between a term or condition contained in any component document(s) comprising the Agreement (but only to the extent of the inconsistency), including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

- (1) applicable filed and effective tariff(s), to the extent required by law;
- (2) Service Order Form, including any properly incorporated promotions and/or amendments thereto;
- (3) Product Rider(s), including any applicable and properly incorporated amendments thereto; and
- (4) this MSA.

The offer, provisioning, and delivery of Services are subject always to the receipt by FBL of all required approvals or authorizations from regulatory agencies having jurisdiction over the Services or FBL. If Customer receives and uses Services without a Service Order Form, Customer nevertheless shall be deemed to have accepted, and therefore will be bound by, all the applicable terms and conditions relating to the Services received and used.

ARTICLE 1 – SERVICES PROVIDED & ORDERING

1.1 Customer may request the following Services from FBL and each Service, along with corresponding terms, are detailed on the corresponding Product Rider(s):

Attachment A - Ethernet Product Rider

Attachment B - Dedicated Internet Access (DIA) Product Rider

1.2 Customer shall request the applicable Services by submitting a SOF to FBL. All SOFs are pending until accepted and executed by FBL. Upon acceptance of a SOF by FBL, FBL will provide to Customer a Firm Order Commitment (“**FOC**”) in accordance with the intervals for the applicable Service.

ARTICLE 2 – OBLIGATIONS/LIMITATIONS & SERVICE ACCEPTANCE

2.1 Availability of Facilities.

(a) Service is offered and furnished subject to the availability of all necessary Facilities, including those acquired by FBL from or through third parties, such as selected local access providers (“**LAP**”). FBL may limit or allocate Service, if necessary, due to Facilities availability, considering FBL’s then current and projected capacity and the reasonable expectations of its existing and future customers.

(b) Except as expressly provided otherwise in a Product Rider SOF, FBL, following the provision of reasonable notice to Customer, may (i) alter the methods, processes or suppliers by or through which it provides Service, (ii) discontinue furnishing a feature or supporting an application associated with Service, (iii) change the Facilities used to provide Service, or (iv) substitute comparable Service for that being furnished to Customer.

(c) Except as expressly provided otherwise in a Product Rider or SOF, the Facilities used to provide Service will be of FBL’s exclusive choosing. In no event will title to those Facilities vest in Customer or others.

2.2 Tariff Service. This Agreement incorporates any applicable tariff affecting the Service being furnished Customer in accordance with federal, state, or local law. Terms and conditions in this Agreement may supplement but not vary those established in a tariff. If an applicable tariff is cancelled during the term of this Agreement, the change in terms will be incorporated into and made part of this Agreement as of the effective date of cancellation.

2.3 Resale of Services.

(a) Customer shall not resell or redistribute access to the Services in any manner without the express prior written consent of FBL. Customer is the customer-of-record for Service(s) acquired under this Agreement. Provided Customer has obtained the prior written consent of FBL, if Customer resells Service or incorporates Service into services it provides to its carrier customers or to end users, Customer will be solely responsible for interfacing with its carrier customers or end users with respect to all matters pertaining to its services including, without limitation, service provisioning, billing, and collection, dispute resolution and crediting. FBL will have no obligation to interact with Customer’s carrier customers or end users, nor will FBL incur any liability to them for its performance under this Agreement. Customer is responsible for the payment of all charges for Service furnished to it, its carrier customers, or their end users. This responsibility is not diminished or otherwise affected by any: (i) use, misuse, fraud or abuse by Customer, its employees, its carrier customers, their end users, or other members of the public of Service or of Customer-provided systems, equipment, Facilities or services interconnected to Service; or (ii) Customer inability to collect payments or charges from its carrier customers, their end users, or others.

(b) Customer is responsible for applying and enforcing all applicable provisions of this Agreement on its end users, its carrier customers and their end users and any liability arising from a violation of a Customer obligation under this Agreement. If FBL discontinues providing Service to Customer for any reason, Customer will be solely responsible for furnishing any required notice to its affected carrier customers or their end users.

2.4 Access to Premises. Customer will provide unrestricted access and, if

necessary, escort FBL, its agents, or contractors to Customer and end user premises to allow FBL to provision, inspect, maintain, repair, service, or retrieve FBL Service-related equipment situated on Customer or end user premises, including within a designated building’s phone closet(s) or telecommunications room (“**Required Area**”). In the event of a technical malfunction or emergency, Customer shall ensure FBL unrestricted access to the Required Area. Customer’s failure to cooperate or provide access shall release FBL from its obligations for any SLA in the applicable Product Rider. If Customer does not hold access rights, Customer will acquire them so that FBL timely can perform these undertakings. Customer shall cooperate with FBL throughout the term of the SOF, including during installation process in which Customer shall provide FBL, in a timely and accurate manner, detailed demarcation information and onsite contact listings, complete technical questionnaires (IP Justification Form, BGP Request Form, DNS Request Form, etc.), and be physically present at the time of installation. Customer’s failure to cooperate or provide access during the installation process shall release FBL from any SLA or installation guarantee, but it will not suspend the Service Date.

2.5 Delays; Non-performance. FBL will not be liable to Customer or others with respect to any: (i) delay in meeting a Requested Service Date; or (ii) inability to provide Service after the FOC Date, except to the extent set forth in this Agreement. With respect to any Services provided entirely on FBL’s Facilities, Customer shall have the right to one (1) Supp Requests provided that, unless otherwise agreed by FBL, in no event may Customer request a Supp Request in aggregate of more than thirty (30) days from the scheduled Service Date in the FOC. The Supp Charges applicable are as follows:

1-10 Mbps	\$100.00 per Supp Request
11+ Mbps	\$650.00 per Supp Request

With respect to any Services provided in whole or in part on Third Party Facilities, the rights of Customer to a Supp Request shall be determined by FBL on an ICB.

2.6 Service Delivery & Acceptance. Prior to delivering Services to Customer, FBL will perform testing procedures, as indicated in the applicable Product Rider(s), to ensure that the Service conforms to the applicable technical specifications. FBL shall notify Customer when the Service has been successfully installed and is available for Customer’s use (“**Service Date**”). Customer shall verify the Services within the verification period as indicated in the applicable Product Rider(s) (the “**Verification Period**”). If no Verification Period is stated in the Product Rider, Customer shall have three (3) days to verify the Services. Within the Verification Period, Customer shall either: (i) accept the Service by executing an Acceptance Notice and returning it to FBL, or (ii) reject the Service in writing, providing details to FBL as to why the Service is being rejected. Failure by Customer to accept or reject the Service within the Verification Period shall be deemed as an automatic acceptance of the Service. Any use of a Service, other than for verification testing, shall constitute its immediate acceptance of the Service without the formality of executing an Acceptance Notice. At the end of the Verification Period, or anytime earlier as set forth above, if there is no rejection of the Service from Customer, FBL shall consider Services “in-service” and accepted as of the Service Date, and billing Customer for Services shall commence (“**Billing Start Date**”).

2.7 Customer Not Ready. If FBL makes a Service available to Customer, but Customer, for whatever reason, is not ready to accept and use the Service, billing shall nonetheless commence on the Service Date. This applies to circumstances including, but not limited to, if Customer does not have its own equipment in place to begin using the Service. Customer is responsible for the timely designation of its space and power requirements and the construction of any structure where a FBL Service is to be made available. In the event Customer fails to designate its space and power requirement or to complete such construction necessary for FBL to make a Service available, billing shall nonetheless commence on the Service Date.

ARTICLE 3 - BILLING; PAYMENT; FINANCIAL STANDING

3.1 Billing. Customer shall be responsible for all Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC") as set forth on the SOF. MRCs are billed one (1) month in advance; and NRCs are billed in advance. If Service is made available on a day other than the first day of a monthly billing period or if Service is discontinued on a day other than the last day of a monthly billing period, the MRC will be prorated for the monthly billing period. All invoices to Customer shall be at the address provided to FBL below. FBL reserves the right to bill Customer retroactively for any Services received by Customer, but not billed to Customer or any amounts billed in error.

3.2 Customer Payment Obligation. Except as provided in Section 3.7, Customer must pay all invoiced charges without deduction or setoff within thirty (30) days of the date of an invoice ("Payment Period"). Payment shall be made by check or electronically. Any restrictive endorsements or statements placed on checks and accepted by FBL will not be binding on FBL. If Customer's check is returned for non-payment, Customer shall be assessed a return check fee not to exceed \$35.00. In no event shall FBL accept payment by credit or debit card.

3.3 Billing Remittance and Customer Information. FBL shall send Customer all invoices related to this MSA to the address provided. Customer may change the billing address upon providing written notice to FBL of the new address.

3.4 Late Payments. Compounded interest at the rate of one and one-half percent (1.5%) or the maximum allowed by law, if less, per monthly billing period may be charged on invoiced charges not paid within the Payment Period. In addition, Customer may be required to reimburse FBL for all reasonable costs incurred in connection with collection activities, including attorneys' fees and court costs.

3.5 Consequences of Non-Payment. If Customer does not make payment of invoiced charges in accordance with Article 3 and fails to correct such non-payment, including any applicable late fees, within ten (10) days of written notice from FBL, then FBL may, at its option, do one or more of the following: (i) refuse to accept additional SOFs; (ii) without further notice, suspend Service furnished under this MSA or any other service agreement until Customer has paid all past due amounts owed, with interest; (iii) offset unpaid balances with amounts FBL may owe Customer under any other agreement between the Parties; or (iv) require a deposit as identified in Section 3.6. Following any suspension of Service for non-payment, Service may not be restored until Customer pays all charges then due, including any late fees, interest, collection costs, and reconnection fees, in full and provides FBL with satisfactory assurances of its ability to pay during the remainder of the Service term, as set forth on the applicable SOF. If Customer fails to timely make full payment of the charges due, Service will be terminated effective as of the date of suspension. Notwithstanding the foregoing, if Customer fails to make payment of invoiced charges in accordance with Article 3 more than three (3) times in any given twelve (12) month period, such non-payment shall be an immediate default on the tenth (10th) day following the date on which payment is due, and FBL may terminate Service and this Agreement without further notice to Customer.

3.6 Credit Approval and Deposits. Upon request, Customer shall provide FBL with credit information. FBL may require Customer to make a deposit as a condition of FBL's acceptance of any Service or continuation of any Service where Customer fails to timely make any payment due hereunder or if FBL reasonably determines that Customer has had an adverse change in financial condition. Failure to comply with a Section 3.5(iv) request for deposit may result in Service suspension. Deposits will not exceed an amount equal to two (2) months of estimated Service charges and will be due upon Customer receipt of FBL's written request. At FBL's sole discretion, deposits collected may be credited to Customer's account prior to or at discontinuation of Service and the balance, if any, will be refunded.

3.7 Bill Disputes. To dispute an invoice, Customer must notify FBL by submitting a completed Bill Dispute and Credit Form (available at www.fiberlight.com) to CustomerRequests@FiberLight.com. Upon submission of the completed Bill Dispute and Credit Form, Customer, in good faith, may withhold the disputed amount of the total amount of invoiced charges but must pay the remainder of the invoice within the Payment Period. No charge may be disputed more than ninety (90) days after the date of the invoice on which a charge appears. Any Customer payment of a charge timely disputed and in the manner required will not deprive Customer of its right to dispute the charge. FBL will promptly investigate Customer's claim with a view toward resolving the dispute within thirty (30) days of FBL's receipt of the Customer's notice. Following an investigation in which Customer co-operates with FBL, FBL may in good faith reject Customer's claim, in whole or in part, and will advise Customer of the reason for its action. If the dispute is not resolved to Customer's satisfaction, the Parties may further address the dispute pursuant to Article 15.

3.8 Bill Dispute Consequences. If a disputed amount withheld is determined to have been a legitimate charge and/or disputed in bad-faith, interest at the rate of one and one-half percent (1.5%) may be charged on the amount not paid within the original Payment Period, and Customer must pay the total amount due and owing within ten (10) business days of its receipt of notice of the determination from FBL.

3.9 Special Construction or Acquisition. Notwithstanding anything to the contrary in this MSA, if FBL is required to specially construct or acquire telecommunications Facilities from a third party, or both, to provide Service, and the costs thereof are not included in the MRC for the affected Service(s), the Parties will agree in writing on the estimated charges applicable to the construction or acquisition prior to the undertaking of the activity by FBL. If Customer cancels this MSA or any SOF involving special construction or acquisition after the acceptance of a SOF but prior to the Service Date, Customer shall reimburse FBL for all unpaid costs and expenses incurred by FBL in connection with the special construction or

acquisition up to the date of cancellation. This payment obligation is in addition to any other rights and remedies FBL may have at law, in equity, or as provided in this MSA, including those outlined in Article 5.

ARTICLE 4 - ASSESSMENTS

4.1 Applicability. Customer shall be responsible for all applicable Federal, State, or local use, excise, sales, value added or privilege taxes, duties, franchise, telecommunications fees, universal service fund fees, surcharges or any other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Services provided by FBL ("Assessments"). Such charges may be shown on invoices as recovery fees. Customer will not be billed for Assessments based on FBL's income. MRCs and other Service charges do not include applicable Assessments and such charges will be shown separately on Customer's invoice.

4.2 Exemption Certificate. If Customer believes itself to be exempt from any Assessments, it may provide FBL with a valid exemption certificate. If the certificate is accepted, FBL will cease imposing the applicable Assessments. No exemption will be applied retroactively to any period prior to the date Customer provides such certificate.

4.3 Survival. Customer's obligation to pay Assessments under this Article 4 will survive the expiration or earlier termination of the Agreement or applicable SOF.

ARTICLE 5 - TERM AND TERMINATION; EARLY TERMINATION CHARGES

5.1 Term of Agreement. The term of the MSA will commence on its Effective Date and end five (5) years thereafter. The MSA shall automatically renew for an additional five (5) year term unless one Party provides the other written notice of its intent not to renew at least thirty (30) days prior to the end of the term. Each SOF shall set forth the term for the applicable Service. Each SOF shall automatically renew for a one (1) year term at one-hundred and fifteen percent (115%) of the current rates if a new term is not negotiated by the Parties, or if the Customer does not submit a disconnect notice in accordance with Section 5.2 of this Agreement, prior to the expiration of the term. If a term of Service established in an SOF extends beyond the date of expiration of the MSA, the affected Service will be provided in accordance with the terms established in the SOF pursuant to the terms and conditions of the online FBL Terms & Conditions.

5.2 Termination of Agreement and Discontinuation of Service. If Customer terminates (other than as provided in Section 5.1) or discontinues a SOF for any reason, Customer must provide FBL with (i) a completed Disconnect Request Form (available at www.fiberlight.com) to CustomerRequests@FiberLight.com and (ii) confirmation that any third party connection to FBL ports has been, or has been requested to be, disconnected. Termination of the Agreement or discontinuance of a SOF may not occur with less than thirty (30) days written notice. For discontinuation of SOF, the notice must identify the affected Service(s) (e.g., the circuit ID and its primary and secondary locations) and provide the requested date of discontinuation, which may not be less than thirty (30) days from the date Customer's notice is received by FBL. A purported termination or discontinuation will be ineffective, and Customer will remain fully obligated to FBL if Customer's termination notice does not comply with this Section 5.2, either in form or in substance. Customer's termination of a SOF or any Service therein, or FBL's termination of a SOF due to Customer's uncured default, prior to the expiration of the Service term will subject Customer to liability for Early Termination Charges ("ETL") as defined in Section 5.3.

5.3 Early Termination Charges. If a Customer terminates a SOF other than for cause as set forth in the applicable Product Rider, or as set out in Section 5.1 above, Customer shall be subject to the following:

- for a SOF of equal to or less than thirty-six (36) months the ETL is one hundred percent (100%) of the MRC multiplied by the number of remaining months in the then current SOF;
- for a SOF of equal to or less than sixty (60) months the ETL is one hundred percent (100%) of the MRC multiplied by the number of remaining months in the then current SOF term up to month twenty-four (24), plus fifty percent (50%) of the MRC multiplied by the number of months in the then current SOF for months twenty-five (25) to the end of the term, plus any waived installation, third party provisioning and/or construction charges; or
- for a SOF of greater than sixty (60) months the ETL is one hundred percent (100%) of the MRC multiplied by the number of remaining months in the then current SOF term up to month thirty-six (36), plus fifty percent (50%) of the MRC multiplied by the number of months in the then current SOF for month thirty-seven (37) through the end of the term, plus any waived installation, third party provisioning and/or construction charges.

All ETL shall be paid to FBL within thirty (30) days of receipt of a final invoice from FBL ("Final Invoice").

ARTICLE 6 - WARRANTIES

6.1 The Parties. Each Party represents and warrants it is duly organized, validly existing, and in good standing under the laws of the place of its origin and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

6.2 FiberLight. FBL represents and warrants it possesses, and will maintain, all licenses, approvals, registrations, and certifications required by regulators or other third parties to furnish its services to Customer.

6.3 Customer. Customer represents and warrants all Customer traffic handled by FBL and all Customer services furnished to Customer's end users are compliant with applicable legal requirements and those established in this Agreement, and Customer possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services. Additionally, Customers operating under the laws of the State of Texas represent and warrant that they will comply with all laws governing the use of Service(s), including, but not limited to compliance with Chapter 283 of the Texas Local Government and the reporting and compensation requirements of

Chapter 26 of the Texas Public Utility Commission Substantive Rules.

6.4 Exclusion of Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER FBL NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS AGREEMENT OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. FBL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. FBL DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

ARTICLE 7 - DEFAULT

7.1 Default Events. A Party is in default under this Agreement if:

(a) Customer violates any of its representations or warranties under this Agreement; or

(b) Customer fails to timely pay amounts due under this Agreement and such failure is not cured by Customer within ten (10) days after FBL provides Customer written notice of such failure; or

(c) either Party otherwise breaches a material provision of this Agreement and such breach is not cured within thirty (30) days after the non-breaching Party provides written notice of such breach (or such shorter period of time as required by this Agreement), provided that if the breach is of a nature that it cannot be reasonably cured within the cure period specified herein, a default will not occur so long as the defaulting Party has commenced to cure within said cure period and thereafter diligently pursues such cure to completion.

7.2 Service Credit Exception. Unless otherwise provided in a Product Rider or SOF, any failure of Service resulting in Service Outage credits, as defined in the applicable Product Rider(s), is not a default entitling Customer to terminate the affected Service or this Agreement.

7.3 Termination for Breach. In addition to remedies available at law or in equity, the non-defaulting Party may terminate the impacted Services.

7.4 Payment Default. A payment default resulting in termination of this Agreement will entitle FBL to collect from Customer applicable ETL, in addition to pursuing other available remedies.

ARTICLE 8 - LIMITATION OF LIABILITY

FBL'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT (OTHER THAN FOR ANY FAILURE OF SERVICE), IS CAPPED AT SIX (6) TIMES THE MRC OF THE SOF UNDER WHICH THE CLAIM ARISES. The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort. Notwithstanding, Customer's sole remedy for any failure of Service is the right to receive service outage credits, if applicable and as set forth in the applicable Product Rider(s).

ARTICLE 9 - CONFIDENTIAL INFORMATION

Each Party must protect the other Party's confidential or proprietary information disclosed in accordance with this Agreement, relating to such party's business and technology, including without limitation, its products, customer lists, pricing, development and marketing plans, and financial information, whether or not marked "Confidential" and whether in written or oral form, ("**Confidential Information**") with the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care be used by either Party in connection with the preservation of the other Party's Confidential Information. Notwithstanding the foregoing, if the Parties have executed a Non-Disclosure Agreement ("**NDA**") either prior to the Effective Date of or contemporaneous with this Agreement, the Parties will comply with the terms and conditions thereof.

ARTICLE 10 - INDEMNIFICATION

10.1 Indemnification. Each Party will defend, indemnify, and hold harmless the other Party, its employees, directors, officers, and agents, from and against any suit, proceeding, or other claim brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (i) damage to real or tangible personal property or personal injuries (including death) arising out of the negligence or willful act or omission of a Party in the provision, performance, or use of the Service; or (ii) a Party's violation of any of its representations or warranties under this Agreement.

10.2 Intellectual Property. If Service, by itself as provided by FBL, becomes, or if FBL reasonably believes it may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an Affiliate of a party to this Agreement), that the Service directly infringes U.S. patent, trademark or copyright rights of such entity, FBL at its own expense and option will: (i) procure the right to continue to provide Service; (ii) modify or replace Service with a different one having substantially similar functionality; or (iii) discontinue the Service and, as appropriate, refund to Customer a pro-rata portion of charges paid by Customer through the date of Service discontinuance. Customer shall indemnify, defend, release, and hold harmless FBL and its indemnitees from and against any third-party claims brought against FBL and its indemnitees arising from or in connection with Customer's (or its end users') use of a Service, including without limitation any claims based on infringement of copyright, patents, trade secrets or other intellectual property.

10.3 Procedure. If a claim is made against FBL or Customer, the Party in receipt of the claim ("**Indemnified Party**") will notify the other Party ("**Indemnifying Party**") in writing no later than sixty (60) days after learning of a potential claim. The Indemnifying Party will be entitled to assume sole

control of the defense of the claim and all related settlement negotiations. The Indemnified Party will provide assistance, information, and authority reasonably necessary to assist the Indemnifying Party. A Party may not settle a claim without the other's consent if the settlement would impose an obligation on, or require any admission by, the other Party. Failure of the Indemnified Party to provide notification of a claim will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent the delay prejudices the Indemnifying Party.

10.4 Limitation and Survival. Sections 10.1 and 10.2 set forth the entire liability of FBL, and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement. These indemnification obligations will survive this Agreement.

ARTICLE 11 – CONSEQUENTIAL DAMAGES

Neither Party is liable to the other for any consequential or special damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to this Agreement.

ARTICLE 12 – ACCEPTABLE USE POLICY, MAINTENANCE & FACILITIES

12.1 FBL's Acceptable Use Policy. Customer's use of FBL's Services or network may not include any material in violation of any law, regulation or the AUP. The AUP is incorporated into this Agreement by reference and may be modified by FBL without prior notice to Customer at any time. FBL will investigate all alleged violations of the AUP and any violation of the AUP by Customer or any of Customer's end users may result in termination of this Agreement and subject Customer to liability for ETL.

12.2 Protecting Customer Proprietary Network Information ("CPNI"). FBL may access, use, and disclose CPNI as permitted or required by applicable laws, rules, regulations or this Agreement. FBL may disclose CPNI to representatives authorized by Customer via any means authorized by FBL, including, without restriction (a) the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, (b) telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, (c) the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or (d) FiberLight's online customer portals or other online communication mechanisms.

12.3 Maintenance. FBL shall be responsible for maintaining the Services under this Agreement as set forth in the applicable Product Rider. Unless otherwise authorized, Customer is prohibited from performing or accessing the FBL network to conduct maintenance or repairs without the prior express written authorization of FBL. With respect to Services provided on FBL's Facilities, FBL will use all commercially reasonable efforts to (i) repair network equipment within a MTTR of two (2) hours of when FBL's technical representative arrives on the applicable site where the equipment is located, not to exceed a total of four (4) hours from the time the Service Outage is reported, and (ii) have the first fiber on a cable cut restored within a MTTR of six (6) hours of when FBL's technical representative arrives on the applicable site where the cable cut is located, not to exceed a total of eight (8) hours from the time the Service Outage is reported. FBL will undertake repair efforts on equipment or fiber when FBL first becomes aware of the problem, or when notified by Customer and Customer has released all or part of the Service for testing, at which point a trouble ticket will be established. The failure of FBL to meet MTTR shall not constitute a default under this Agreement and FBL shall not be liable to pay Customer any penalties, damages, or credit any portion of the MRC or NRC.

12.4 FBL Facilities, Equipment, and Software. FBL Facilities, including equipment and software, used to provide Service will remain the exclusive property of FBL or its assignee, and nothing contained in this Agreement can be interpreted to convey to Customer any right, title or interest in the Facilities, equipment or software, which will remain personal property even if attached to or embedded in realty. Customer may not remove or conceal any identifying plates, tags, or labels affixed to FBL Facilities or equipment, nor may Customer alter, or attempt to alter, software furnished as part of Service. FBL may substitute or rearrange the Facilities or equipment, or modify the software, so long as the quality of Service is not impaired by the changes. Upon termination of Service for any reason, FBL will retrieve its Facilities and equipment from Customer premises or Customer, at its expense, will return to FBL, within thirty (30) days of Service termination, all FBL-provided Facilities, and equipment, along with any software and other information or materials provided by FBL in connection with the furnishing of Service. The Facilities, equipment, software, or other materials retrieved or returned will be in the same condition as when initially delivered to Customer, normal wear and tear excepted. If Customer fails to return FBL's property or allow for its retrieval, Customer must reimburse FBL, upon demand, for the replacement cost of the Facilities, equipment, software, and other information or materials provided, as well as any costs incurred by FBL resulting from the Customer's failure to return FBL's property.

ARTICLE 13 – DEMARCATION POINTS

13.1 Within a FBL Data Center. If Service delivery takes place within a FBL data center (i.e., owned and/or operated by FBL), FBL will deliver the Service at a demarcation point situated on FBL equipment. FBL will provide, maintain, and operate the necessary wiring ("**Cross-Connect**") for Customer to connect to FBL's service at the indicated demarcation point as a fee indicated on the SOF.

13.2 Within a Third-Party Data Center. If Service delivery takes place within a third-party data center (i.e. not owned and/or operated by FBL), FBL will deliver the Service at a demarcation point situated on FBL equipment. Unless otherwise agreed, Customer will, at its own cost provide, maintain and operate the necessary wiring ("**Cross-Connect**") to

connect to FBL's service at the indicated demarcation point. If Customer and FBL agree FBL shall provide such Cross-Connect, then FBL will provide such Cross-Connect as a fee indicated on the SOF.

13.3 Within an On-Net Multi-Tenant Building. If Service delivery takes place within an on-net multi-tenant building, FBL will deliver the Service at a demarcation point situated on FBL equipment within the Customer's suite or designated area. FBL will provide, maintain and operate the necessary wiring ("Riser") between the building entry and the indicated demarcation point.

13.4 At an Off-Net Customer Location. If Off-Net Services are being delivered to the Customer location through a third-party local loop to be provisioned by FBL on behalf of Customer, the Parties agree the SOF charges assume Service will terminate at a pre-established demarcation point or MPOE in the building housing the Customer Location as determined by the local access provider. In the event the Customer or local access provider determine it necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Location, FBL may charge Customer additional NRC not otherwise set forth in the SOF. It shall be the Customer's responsibility to allow access to the Customer Location for the local access provider, and coordinate any additional space and electricity determined by the local access provider to be necessary with property management, if applicable. FBL will notify Customer of any reasonable and documented additional NRC as soon as practicable in the event FBL is notified by the local access provider of such charges. FBL may provide budgetary estimates based on known costs or typical, non-extraordinary installations by the local access provider for the extension of the demarcation point to the Customer Location within the SOF. In the event actual costs exceed the budgetary estimate, FBL will notify Customer.

13.5 Selected Local Access Provider Issue. In the event FBL is unable to provision Service through the LAP or the LAP requires a higher cost or longer Service Term than set forth in the SOF, FBL reserves the right, regardless of SOF acceptance, to suspend provisioning of the Service hereunder and provide written notice to or cancel the SOF. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to FBL within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period) or if FBL elects to cancel the Service ordered herein, the affected Service will be cancelled without cancellation or termination liability, including ETL for the Parties.

ARTICLE 14 - FORCE MAJEURE

FBL shall not be liable for any delay, failures to perform, damages, losses, or any consequence thereof, arising directly out of an (i) acts of God, such as fire, flood, earthquake, epidemic or other natural cause, (ii) terrorist events, riots, insurrections, war or national emergency, (iii) strikes, boycotts, lockouts or other third-party labor dispute, (iv) judicial order, legal prohibition, administrative ruling or other action or inaction of any governmental authority, but only, in the case if the event is not the result of any negligent or intentionally wrongful act or omission of the affected Party or its subcontractors, agents or representatives or to removable or remedial causes that the affected Party or its subcontractors, agents or representatives fail to remove or remedy using reasonable efforts and within a reasonable period of time, (v) permitting delays caused by local, municipal, state, or federal agencies or (vi) fiber cut caused by a third party without any negligence by FBL and such third party is not a subcontractor, agent or representative of FBL ("**Force Majeure**").

ARTICLE 15 - DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute, controversy or claim (individually and collectively, a "**Dispute**") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Dispute and negotiate in good faith to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one party to the other shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after a party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled to under applicable law.

ARTICLE 16 - ASSIGNMENT

FBL may transfer or assign its rights or delegate its obligations under this Agreement without the prior express written consent of other Party. FBL may also assign its rights or delegate its obligations for specific SOFs subject to this Agreement, provided that the assignment of such SOFs shall include the transfer of replicated terms and conditions of this Agreement to the assignee accepting assignment of such SOFs. A transfer, assignment or other action in violation of this Section shall constitute a material breach and be null and void. If this Agreement is assigned to an entity that, prior to the assignment, had an agreement with FBL, the service being provided will continue to be governed by that prior agreement, and the Service provided under this Agreement will be governed by this Agreement, each without reference to the other.

ARTICLE 17 - NOTICES

FBL may modify Service charges pursuant to notice requirements established in the applicable Product Rider(s) or SOF per regulatory direction to do so. Except for the notice requirements in Sections 3.7 and 5.2, all other notices under this Agreement, including any notice pertaining to termination of this Agreement, must be in writing and delivered by overnight courier or certified mail, return receipt requested, to the persons whose names and business addresses as provided. Either Party may

change its address and point(s) of contact by notifying the other Party in accordance with the requirements established in this Article. A notice will take effect on the date of its receipt by the receiving Party:

ARTICLE 18 - MISCELLANEOUS

18.1 Applicable Law and Venue. This Agreement will be governed by the laws of the state of Delaware without regard to choice of law principles. Any action arising out of or relating to this Agreement must be brought exclusively in state courts located in Fulton County, Georgia, or in the United States District Court for the Northern District of Georgia located in Atlanta, Georgia. Customer waives any right or entitlement to bring an action in other venues.

18.2 Agency, Partnership, and Third Parties. Neither Party becomes the agent or legal representative of the other Party as a result of this Agreement, nor does it create a partnership or joint venture between the Parties. In addition, this Agreement confers no rights, benefits, or remedies of any kind on third parties including, without limitation, Customer's carrier customers and any end users.

18.3 Non-Waiver. The failure of a Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of the provision or of either Party's rights or obligations under this Agreement. No waiver of any provision in this Agreement will be binding unless in writing and signed by both Parties.

18.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior offers, discussions, negotiations, representations, warranties, understandings, and any other agreements, whether oral or written, concerning the subject matter contained herein. The addenda, attachments, exhibits, and other documents to which reference has been made are integrated parts of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any subsequent modifications or additional obligations assumed by either Party to this Agreement or any SOF must be evidenced in writing and signed by a duly authorized representative from both Parties. This Agreement may not be construed or interpreted against either Party.

18.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions.

18.6 Non-Exclusivity. This Agreement is non-exclusive and both Parties may enter into similar arrangements with others, and FBL may actively market its services, as part of its normal business undertakings, in full and fair competition with Customer or its carrier customers.

18.7 Publicity and Trademarks. From time to time, FBL may issue a news release, public announcement, and/or advertisement relating to this Agreement or Services. FBL shall limit the use of Customer's name for publicity purposes only and all terms and conditions the SOF shall remain confidential unless Customer provides written consent for its disclosure. Neither Party is licensed to use any of the other Party's trademarks, service marks, or copyrighted information without prior written consent.

18.8 Survival. The terms of this Agreement, which, by their usage and context, are intended to survive this Agreement including, without limitation, the obligation to make payments for Service, will survive its expiration or termination.

18.9 Headings and Internal References. The Article and Section headings in this Agreement, including incorporated documents, are for convenience only and may not be considered in interpreting the provisions in which they appear. Any plainly erroneous references or citations to Articles and Sections in this Agreement, including all its incorporated documents, will allow either Party to demonstrate to the reasonable satisfaction of the other Party the intended reference or citation based on logic, context, and previous versions of contractual documents.