

Defined Terms Supplement

"Affiliate" shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.

"Associated Property" shall mean, with respect to each Segment, the following described tangible and intangible property necessary for the use of the Customer Dark Fibers solely for the limited purposes described: (a) FBL's rights in all FBL Underlying Rights, subject to the terms, conditions and limitations thereof, and (b) Customer Manholes and Customer Handholes, if any. The term **"Associated Property"** does not include (i) any Cable or other telecommunications equipment of FBL or any other Person, (ii) Manholes other than the Customer Manholes, (iii) Handholes other than Customer Handholes, or (iv) the Innerduct in which the Customer Dark Fibers are housed.

"Cable" shall mean fiber optic cable, the fiber optic strands contained therein (including the Customer Dark Fibers), and any other communications transmission media which may be included in the FBL System or in any Lateral Connection, and associated splicing connections and splice boxes located in the FBL System or in any Lateral Connections.

"Costs" shall mean all actual costs paid or payable by FBL in accordance with the established accounting procedures generally used by FBL, which FBL utilizes in billing third parties for reimbursable projects, including the following: (i) internal labor costs (including wages, salaries and benefits) and reasonable overhead allocable to such labor costs, (ii) all other costs and expenses paid or payable on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.), and (iii) a management fee equal to twenty-five percent (25%) of all such costs.

"Customer Equipment" shall mean any optronic, electronic, optical, or power equipment, Customer Media and any other facilities, material or equipment owned, possessed or utilized by Customer, or any other Person in connection with the operation of the Customer Dark Fibers, including all Innerducts (and other conduit tubing) and Cable in any Lateral Connection and connecting to any of the Customer Dark Fibers.

"Customer Handhole" shall mean any Handhole that is owned by Customer, whether constructed by FBL or Customer.

"Customer Manhole" shall mean any Manhole that is owned by Customer, whether constructed by FBL or Customer.

"Demarcation Point" shall mean a boundary point at the splice point or patch point located at the end of the Customer Dark Fibers where Customer Media is joined to the Customer Dark Fibers. The side of the Demarcation Point where the FBL System including the Customer Dark Fibers, is located shall be called the **"Network Side."** The other side of the Demarcation Point shall be called the **"Premises Side."**

"Ethernet Private Line" or "EPL" means a set of configurations where Customer obtains dedicated point-to-point connections between two locations on FBL's Facilities or point-to-point connections aggregated to a single endpoint on FBL's Facilities using ethernet protocols.

"Ethernet Service" or "ES" means a configuration where Customer obtains Ethernet frames between two (2) or more end-points transparently through an Ethernet Virtual Circuit analogous to a Frame Relay.

"Facility Owner" shall mean any entity (other than FBL): (a) owning any portion of the FBL System or any property or security interest therein, or (b) leasing to FBL, or providing an indefeasible right of use ("IRU") or similar interest to FBL in, any portion of the FBL System.

"FBL System" shall mean the integrated multi-conduit, multi-ring fiber optic communication system comprised of Innerducts and other conduit tubing, and the Manholes, Handholes, and the Cable located therein and does not include (i) any communications equipment, electronics, optronics or other facilities of FBL or any other Person located within the FBL System or (ii) any Lateral Connections.

"Handhole" shall mean a structure similar in function to a Manhole, but which is too small for personnel to enter. The term **"Handhole"** refers only to handhole structures owned by FBL and located on the System Route and does not include Cable or other telecommunications equipment or facilities of FBL or any other Person located within such handhole structures.

"Innerduct" shall mean a single, enclosed HDPE tube and space within that tube used to enclose and carry Cable.

"Lateral Connection" shall mean one or more conduits, or Innerduct(s) owned by Customer or a Person that contain Customer Dark Fibers and that branch off from the FBL System.

"Load Shared" means Service where FBL provides two client-side interfaces with two physically diverse, unprotected connections. Customer is responsible for routing traffic for a Load Shared Service.

"Manhole" shall mean a below ground level enclosure entered through a hole on the surface covered with a cast iron, cast aluminum, steel or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating and maintaining facilities associated with a fiber optic communications system. The term **"Manhole"** refers only to manhole structures owned by FBL and located on the System Route and does not include Cable or other telecommunications equipment and facilities of FBL or any other Person located within such manhole structures.

"Mean Time To Repair" or "MTTR" means the average, measured across all FBL customers, of the time required to repair a Service and restore its availability, stated in terms of equipment and cable outages. MTTR is measured from the time that the Service Outage is reported by Customer to FBL until the Service is available.

"NNI" means an Ethernet-based port with VLANs for multiple services. This is sometimes referred to as a multiplexed UNI.

"On-Net" means a location currently serviced and available to FBL and where no additional construction is necessary for FBL to provide Services(s) to Customer.

"Off-Net" means a location currently not in service or available to FBL and where additional construction is necessary for FBL to provide Services(s) to Customer.

"Permits" mean each of and collectively, all laws, statutes, codes, orders, rules, regulations grants, authorizations, consents, approvals, permits, licenses and any other authorizations, other than Underlying Rights, of third Persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, (ii) the provision of a service or performance of an act or (iii) any requirement by a governmental authority for the engagement in a business or enterprise, to the extent any of (i), (ii) or (iii) foregoing are applicable to the performance of obligations or exercise of rights by either Party.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Point-to-Point (or Pt to Pt)" means Service from Customer's or its User's premise to any location at the rate specified.

"Protected" means Service where FBL provides protection via diverse network paths, but still only a single client-side interface.

"QinQ" means the standard technology used to allow multiple VLAN tags in an ethernet frame.

"Ring" shall mean a contiguous assembly of the FBL System that starts and ends at the same location.

"Route Miles" shall mean the number of linear route miles (to the nearest thousandth of a mile) as constructed.

"Segment" shall mean one of the discrete segments, spans, or portions of a Ring.

"Severely Errored Second" means a block of frames observed during a one second interval when the ratio of lost frames to total frames exceeds a certain pre-defined threshold value.

"Third Party Facilities" means fiber optic cable and associated equipment not owned or within the immediate control of FiberLight, LLC.

"Underlying Rights" shall mean all deeds, leases, easements, rights-of-way agreements, licenses, franchises, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, lease, rental, maintenance, repair or replacement by FBL or Customer, as the case may be, of the FBL System, Innerducts, Lateral Connection, Customer Equipment, Cable or Customer Dark Fibers.

"Unprotected" means a Service where FBL provides only a single client-side interface and one network path (not protected).