

FIBERLINK MDU, LLC

STANDARD TERMS AND CONDITIONS

FOR BULK FIBER WI-FI AND RELATED COMMUNICATIONS SERVICES TO MULTIPLE DWELLING UNIT (MDU) PROPERTIES

Effective Date: as posted — applies to new Service Orders executed on or after this posting date. Does NOT supersede or modify any prior-executed agreements.

ARTICLE 1 — INTRODUCTION; DOCUMENTS COMPRISING THE AGREEMENT

1.1 Introduction. Fiberlink MDU, LLC, a Pennsylvania limited liability company, together with its Affiliates (collectively, “Provider”), offers facilities-based communications services, including bulk managed Wi-Fi, managed tenant internet, Ethernet transport, dedicated internet access, voice over fiber, hosted voice, dark fiber, wavelength, colocation, structured cabling, fiber-optic infrastructure construction, and related services (collectively, the “Services”). These Standard Terms and Conditions (the “T&Cs”) are incorporated by reference into one or more Service Orders executed by Provider and the customer identified therein (“Customer”). The T&Cs, the applicable Service Order(s), and any addenda, exhibits, or statements of work referenced in a Service Order, together constitute the “Agreement” between the Parties. For purposes of the Agreement, “Affiliate” means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. Each Party may be referred to as a “Party,” and together as the “Parties.”

1.1A Effect on Prior Agreements. IMPORTANT: These T&Cs apply ONLY to Service Orders executed on or after the date this version was first posted at the URL from which they were obtained. These T&Cs do NOT supersede, modify, amend, or otherwise affect any Service Order or agreement that was fully executed prior to that posting date. All previously executed agreements remain governed exclusively by the terms and conditions incorporated by reference in those agreements at the time of their execution. Posting a new version of these T&Cs at a new URL creates no right of Provider to unilaterally alter the terms of any previously executed agreement.

1.2 Service Orders. The provision of Services is accomplished through the mutual execution of a Service Order specifying, at minimum: (i) the type(s) of Service; (ii) the location(s) at which Services are to be provided (each, a “Service Site”); (iii) the Initial Service Term; (iv) the monthly recurring charges (“MRC”) and any non-recurring charges (“NRC”); and (v) any Service-specific terms. Depending on the location of a Service Site, certain Services may be provided by an Affiliate of Provider, in which case all references to Provider in the applicable Service Order shall be read to include such Affiliate.

1.3 Capital Projects and One-Time Work. From time to time, Provider may perform construction, engineering, design, installation, or upgrade work for Customer that is not tied to recurring Services, including (without limitation) fiber-to-the-unit builds, riser and conduit construction, structured cabling, smart-building infrastructure, Wi-Fi 6/6E/7 overlays, common-area access point expansion, and similar projects (each, a “Capital Project”). Capital Projects shall be documented under a separate Service Order or Statement of Work (“SOW”) that incorporates these T&Cs by reference, and shall specify the scope, deliverables, milestones, fixed or time-and-materials pricing, payment schedule, acceptance criteria, and

ownership of resulting infrastructure. Unless the Capital Project SOW expressly provides otherwise, all infrastructure installed by Provider in connection with a Capital Project shall be Provider Infrastructure under Article 3 and shall be governed by these T&Cs.

1.4 Documents Comprising the Agreement; Order of Precedence. The Agreement consists of: (i) these T&Cs; (ii) the applicable Service Order(s) and any SOW(s); (iii) the Service Level Agreement attached as Exhibit A (the “SLA”); and (iv) Provider’s Acceptable Use Policy, posted at the website referenced in Section 1.5 (the “AUP”). In the event of a conflict, the documents shall control in the following order unless a Service Order expressly states otherwise: (a) the Service Order or SOW; (b) these T&Cs; (c) the SLA; and (d) the AUP. Customer expressly acknowledges that, contrary to Provider’s prior form, the Service Order has been elevated to primary precedence to reflect the bespoke commercial terms of each property-level engagement. The notes, schedules, and annotations set forth in a Service Order (including the “Service Order Notes” section) are an integral part of the Agreement, are contractually binding, and control over these T&Cs to the extent of any conflict, consistent with the order of precedence above.

1.5 Online Documents; AUP URL. The current version of the AUP is posted on Provider’s website at www.fiberlinkmdu.com/aup, and the current version of these T&Cs is posted at www.fiberlinkmdu.com/terms. The Service Order shall reference both these T&Cs and the AUP by URL. The AUP is subject to change, and Provider may update the AUP from time to time on commercially reasonable notice (which may be given by posting). No update to those online policies shall materially diminish a right, materially increase a fee, or materially increase a burden of Customer under an executed Service Order during its then-current Service Term without Customer’s written consent. Customer is responsible for ensuring that its residents and other Users at the Service Site comply with the AUP, and Customer shall use commercially reasonable efforts to communicate the AUP to its residents.

ARTICLE 2 — TERM, AUTOMATIC RENEWAL, AND HOLDOVER

2.1 Initial Service Term. The “Initial Service Term” of each Service Order shall be the period specified in that Service Order, commencing on the Service Commencement Date (as defined in Section 4.2).

2.2 Automatic Renewal. Upon expiration of the Initial Service Term, the Service Order shall automatically renew for successive one-year periods (each, a “Renewal Term”) unless either Party delivers written notice of non-renewal to the other Party not less than ninety (90) days prior to the end of the then-current Initial Service Term or Renewal Term. The Initial Service Term and all Renewal Terms are referred to collectively as the “Service Term.” Customer acknowledges that bulk fiber Wi-Fi service to an MDU requires sustained capital investment in dedicated infrastructure, and that the ninety (90) day notice window and successive one-year renewal structure are essential to Provider’s pricing model and to the depreciable life of the Provider Infrastructure.

2.3 Conspicuous Disclosure of Auto-Renewal. Provider shall include a conspicuous reference to this Section 2.2 on the face of each Service Order. Each renewal shall apply the Annual Escalator set forth in Section 5.4 to the rates in effect immediately prior to the renewal.

2.4 Holdover. If Customer continues to receive Services after the expiration or termination of a Service Order without executing a new Service Order or written renewal, Customer shall be deemed a holdover

customer and shall pay the MRC then most recently in effect, increased by twenty-five percent (25%), on a month-to-month basis, until either (a) a new Service Order or written renewal is executed, or (b) the Services are discontinued in accordance with this Agreement. Holdover does not waive any termination right or remedy of either Party.

ARTICLE 3 — INFRASTRUCTURE, OWNERSHIP, ACCESS, AND FCC COMPLIANCE

3.1 Provider Infrastructure. “Provider Infrastructure” means all fiber-optic cable, conduit, innerduct, raceway, riser cable, backbone cable, distribution cable, drop cable, optical network terminals, optical line terminals, network interface devices, routers, switches, access points, antennas, gateways, racks, cabinets, headend and node equipment, power supplies, batteries, UPS, surge protection, mounting hardware, labels, terminations, splices, patch panels, and all other equipment, cabling, materials, hardware, and facilities installed, furnished, or used by Provider in connection with the Services or any Capital Project, whether located inside the Service Site, in common areas, on rooftops, in basements, in telecommunications rooms, in risers, in conduits, in vaults, on poles, in rights-of-way, or otherwise. Provider Infrastructure includes any replacements, upgrades, or additions thereto.

3.2 Title to Provider Infrastructure. Title to, and all right and interest in, the Provider Infrastructure shall at all times remain vested in Provider, to the maximum extent permitted by applicable law (including, without limitation, the FCC’s rules governing inside wiring at 47 C.F.R. Part 76, Subpart M, and the FCC’s rules and orders governing telecommunications inside wiring and multiple tenant environment (MTE) competition). Without limiting the foregoing, Provider shall own all conduit, innerduct, riser cable, backbone cable, fiber-optic cable, and related distribution infrastructure installed by Provider inside, on, under, or through the Service Site, except to the extent that mandatory provisions of applicable law require a different ownership outcome upon expiration or termination of Services to a particular dwelling unit. Customer shall execute and deliver such commercially reasonable documents as Provider may reasonably request to evidence, confirm, or perfect Provider’s ownership of the Provider Infrastructure, including UCC fixture filings, where permitted by law. No part of the Provider Infrastructure shall be deemed a fixture or a part of the real property of the Service Site by reason of installation, and the Provider Infrastructure shall be and remain personal property of Provider.

3.3 Demarcation Point. The “Demarcation Point” for each dwelling unit at a Service Site is a point at or about twelve (12) inches outside of where the cable enters that dwelling unit, or, where that location is physically inaccessible, the closest practicable point thereto in accordance with 47 C.F.R. § 76.5. Wiring on the Provider side of the Demarcation Point is Provider Infrastructure and is governed by Section 3.2. Wiring on the resident side of the Demarcation Point shall be handled in accordance with applicable FCC rules upon termination of service to a particular dwelling unit, including, where applicable, the options of removing, abandoning, or selling such wiring as those terms are used in 47 C.F.R. Part 76, Subpart M.

3.4 Inside Wiring; Non-Interference. Nothing in this Agreement is intended to, and nothing shall be construed to, (i) prevent, impede, or interfere with any resident’s right under applicable law to receive service from an alternative provider on the resident side of the Demarcation Point, or (ii) constitute an exclusive-access agreement, a graduated revenue-sharing arrangement, or a sale-and-leaseback of inside wiring of the type prohibited by the FCC’s rules. To the extent any provision of this Agreement would be

inconsistent with the FCC's rules governing MTE inside wiring or competition, such provision shall be deemed modified to the minimum extent necessary to comply, and the remainder of this Agreement shall remain in full force and effect.

3.5 Access; Marketing Rights. During the Service Term and for a reasonable period thereafter for purposes of removal or transition, Customer grants Provider and its employees, contractors, and agents a non-exclusive, irrevocable license and right of access to the Service Site, including all common areas, telecommunications rooms, risers, conduits, rooftops, basements, mechanical spaces, and to the extent reasonably necessary, dwelling units (subject to reasonable advance notice and resident access rules) to: (i) install, inspect, test, maintain, repair, replace, remove, augment, and extend the Provider Infrastructure; (ii) provide the Services; (iii) perform Capital Projects; and (iv) market the Services and any new or upgraded services to residents and prospective residents of the Service Site. Customer shall, at no additional charge, provide Provider with reasonable: (a) electrical power for Provider Infrastructure; (b) lockable, climate-appropriate space for headend and node equipment; (c) coordination with on-site personnel and key access; and (d) reasonable mounting locations for access points in common areas. Marketing access granted under this Section 3.5 is not exclusive; Customer remains free to permit other lawful providers to market within the Service Site, and Provider makes no claim of exclusivity except as expressly stated in a Service Order and only to the extent permitted by applicable law.

3.6 Network Extension and Adjacent Properties. Customer acknowledges and agrees that Provider may extend, interconnect, splice, and use the Provider Infrastructure to serve adjacent or nearby properties of Provider, provided that such extension does not materially impair the Services delivered to Customer under the applicable Service Order. Customer shall have no claim to revenue derived from such adjacent-property service, and no payment, rebate, or revenue-share shall be owed to Customer in respect thereof.

3.7 Customer Equipment. "Customer Equipment" means equipment located on the resident side of the Demarcation Point or otherwise owned by Customer or its residents and not installed or owned by Provider. Customer shall be solely responsible for Customer Equipment, including its operation, security, maintenance, and replacement. Customer shall not, and shall not permit any third party (including any other service provider) to, move, modify, repair, splice into, or interfere with the Provider Infrastructure without Provider's prior written consent.

3.8 Disposition of Infrastructure on Termination. Upon expiration or termination of all Service Orders covering a Service Site, Provider may, at its sole option and on commercially reasonable notice: (i) leave the Provider Infrastructure in place and continue to own it for future use, including use to serve other customers or adjacent properties (to the extent permitted by law); (ii) remove the Provider Infrastructure (Customer to cooperate with reasonable access for removal); (iii) abandon the Provider Infrastructure in place; or (iv) offer to sell some or all of the Provider Infrastructure to Customer at fair market value, as determined by Provider in good faith. Customer's purchase rights, if any, under applicable FCC rules on the resident side of the Demarcation Point are not limited by this Section 3.8. Nothing in this Section 3.8 obligates Provider to remove infrastructure that is embedded in walls, ceilings, floors, slabs, structural elements, or otherwise physically inaccessible as that term is used in 47 C.F.R. Part 76.

ARTICLE 3A — GRANT OF INDEFEASIBLE RIGHT OF USE; PATHWAYS, SUPPORT SPACE, AND ACCESS

3A.1 Grant of IRU. In consideration of the Services, the Provider Infrastructure investment, and the mutual covenants in the Agreement, Customer hereby grants to Provider, for the duration of the Service Term (as it may be extended by renewal) and any period during which Provider Infrastructure remains at the Service Site, an indefeasible right of use (the “IRU”) in, over, under, through, and across the Pathways and Support Space (each as defined below) at the Service Site, together with all rights reasonably necessary to install, place, string, pull, splice, terminate, power, operate, inspect, test, monitor, maintain, repair, replace, upgrade, augment, re-route, and remove the Provider Infrastructure. The IRU is exclusive to Provider with respect to the Provider Infrastructure and the specific capacity, fibers, strands, innerduct cells, and mounting positions occupied or reserved by Provider, and is non-exclusive with respect to the underlying Pathways and Support Space except where a Service Order expressly grants greater exclusivity to the extent permitted by applicable law.

3A.2 Pathways Defined. “Pathways” means all physical routes, spaces, and facilities at, serving, or reasonably necessary to serve the Service Site through which communications cabling or infrastructure may pass or be supported, including, without limitation: inside-building conduit; underground and buried conduit, ducts, and duct banks; risers and riser sleeves; innerduct and microduct; raceways, cable trays, J-hooks, and ladder rack; sleeves, cores, and penetrations; handholes, manholes, vaults, and pull boxes; pole attachments and aerial routes; entrance facilities and points of entry (including the minimum point of entry / MPOE); building entrance conduit and service laterals; horizontal and vertical distribution pathways; and any easements, licenses, or rights-of-way appurtenant to the Service Site that Customer holds or controls and is permitted to make available.

3A.3 Support Space Defined. “Support Space” means all physical space and supporting resources at the Service Site reasonably necessary for the Provider Infrastructure, including, without limitation: main distribution frame (MDF) rooms; intermediate distribution frame (IDF) and telecommunications closets; equipment rooms and server rooms; shared or common equipment spaces; rack space, cabinet space, and rack units (whether in Provider’s own racks or in shared or common racks or cabinets); wall-mount and backboard areas; rooftop space and rooftop mounting locations (for antennas, radios, enclosures, and related equipment); basement and mechanical space; grounding and bonding infrastructure; and adequate, continuous electrical power, dedicated circuits, and (where applicable) space for Provider-furnished backup power, batteries, and UPS. Where Provider locates equipment in a shared or common server room, MDF, IDF, or rack, Customer shall reserve and protect the specific rack units, cabinet positions, and wall-mount areas identified by Provider, and shall not reassign, sublease, or permit encroachment upon that space by any third party during the Service Term.

3A.4 Broad Construction; Catch-All. The enumerations of Pathways and Support Space in Sections 3A.2 and 3A.3 are illustrative and not exhaustive. The IRU and the access rights granted herein extend to any conduit, pathway, riser, innerduct, mounting position, support structure, equipment space, power source, or similar facility at the Service Site that is used by, useful to, or reasonably necessary for the installation, operation, maintenance, or protection of the Provider Infrastructure, whether or not specifically listed and whether existing now or established during the Service Term. Any ambiguity as to whether a particular

facility is a Pathway or Support Space shall be resolved in favor of coverage under this Article 3A, to the maximum extent permitted by applicable law.

3A.5 Protection of Pathways and Provider Infrastructure. Customer shall protect, and shall not damage, obstruct, sever, relocate, encroach upon, or impair, and shall not permit any third party (including other service providers, contractors, or tenants) to damage, obstruct, sever, relocate, encroach upon, or impair, the Provider Infrastructure or the Pathways and Support Space occupied or reserved by Provider. Customer shall not install, or permit the installation of, competing or additional cabling, equipment, or infrastructure within Provider's occupied or reserved Pathways or Support Space in a manner that displaces, crowds out, or interferes with the Provider Infrastructure. If Customer must perform work that could affect the Provider Infrastructure or Provider's Pathways or Support Space, Customer shall give Provider not less than thirty (30) days' prior written notice (except in a bona fide emergency, in which case notice as soon as practicable), coordinate with Provider, and, unless the need arose solely from Provider's negligence, bear the cost of any relocation, protection, or restoration of the Provider Infrastructure.

3A.6 Access to Service, Maintain, and Sustain Assets. The IRU includes, and Customer hereby grants, an irrevocable right of access to the Service Site, the Pathways, and the Support Space for Provider and its employees, contractors, and agents, twenty-four (24) hours per day, seven (7) days per week, to service, maintain, sustain, protect, monitor, repair, replace, and remove the Provider Infrastructure and to deliver and restore the Services. For non-emergency access to secured or occupied areas, Provider shall provide reasonable advance notice and shall comply with Customer's reasonable site and safety rules; for emergencies affecting Service, safety, or the Provider Infrastructure, Provider may access the Service Site immediately and shall notify Customer as soon as practicable thereafter. Customer shall provide or coordinate keys, access credentials, escort (if required), and continuous electrical power for the Provider Infrastructure at no additional charge. This access right is coupled with an interest (the Provider Infrastructure and the IRU) and is irrevocable during the Service Term and any period in which Provider Infrastructure remains at the Service Site.

3A.7 Survival and Recording of IRU. The IRU and the access rights in this Article 3A run with the Service Site, bind Customer's successors and assigns under Section 7.5, and survive any transfer of the Service Site. Customer shall, on Provider's request, execute and deliver (and, where Provider elects, permit recording of) a short-form memorandum of the IRU, an easement, a license, an estoppel, a subordination and non-disturbance agreement, or UCC or fixture filings reasonably necessary to evidence, confirm, perfect, or give record notice of Provider's IRU, ownership, and access rights, in each case to the maximum extent permitted by applicable law and consistent with the FCC compliance provisions of Article 3. Nothing in this Article 3A grants Provider any greater right on the resident side of a dwelling unit Demarcation Point than is permitted under Article 3 and applicable FCC rules.

3A.8 No Rent Absent Express Terms; No Revenue Share. Except as expressly stated in a Service Order, the IRU and the use of Pathways and Support Space are granted as an integral part of the Services arrangement and do not obligate Provider to pay separate rent, license, or occupancy fees, and do not entitle Customer to any revenue share, in a manner consistent with Section 3.4 (Inside Wiring;

Non-Interference) and applicable FCC rules. Any space, power, or facilities that a Service Order designates as Customer-provided shall be furnished at no additional charge for the duration of the Service Term.

ARTICLE 4 — INSTALLATION, TESTING, AND ACCEPTANCE

4.1 Installation. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's customary installation timeline. Provider shall keep Customer reasonably informed regarding installation progress and shall coordinate access with Customer's designated point of contact.

4.2 Service Commencement Date. The "Service Commencement Date" is the date the Service is installed, tested, and available for use, as confirmed by Provider in writing to Customer. The Service Commencement Date shall be recorded on the face of the applicable Service Order (or, where Provider determines the date after Service Order execution, communicated to Customer in writing and treated as a deemed amendment to the Service Order). The Service Commencement Date is the date from which: (i) the Initial Service Term begins to run; (ii) the billing ramp schedule (if any) is measured; (iii) the Annual Escalator anniversary is set under Section 5.4; and (iv) all Renewal Terms are measured. Where a Service Order covers multiple Phases or provides for Firm or Estimated Service Commencement Dates, the Service Commencement Date for each Phase, and any grace period, are determined under Article 4A. A grace period applies to a Service Commencement Date only as provided in Section 4A.6. Provider shall notify Customer when a Service has been installed and is ready for testing, and Customer may, at its option, participate in Provider's final testing. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. Customer shall have five (5) business days after the Service Commencement Date to notify Provider in writing of any material problem with the Service. If Customer so notifies Provider, the Service Commencement Date shall be revised to the first calendar day after Provider has corrected the problem. If Customer does not so notify Provider within such period, the Service shall be deemed accepted as of the original Service Commencement Date.

4.3 Ramp Billing. Where a Service Order provides for a billing ramp (for example, to allow tenant-side adoption to mature in a bulk Wi-Fi deployment), the ramp shall be set forth on the face of the Service Order and shall not extend the Initial Service Term beyond the period stated on the Service Order. The Initial Service Term and the billing ramp may be different lengths; both shall be specified on the Service Order. For any Phase, the billing ramp begins on that Phase's Service Commencement Date as determined under Article 4 and Article 4A, including after expiration of any grace period granted under Section 4A.6.

ARTICLE 4A — PHASED DEPLOYMENTS; FIRM ORDER COMMITMENT; ESTIMATED AND FIRM SERVICE COMMENCEMENT DATES

4A.1 Phased Service Orders. A Service Order may cover one or more phases of a deployment (each, a "Phase"), which may be executed together at one time even though the Phases are expected to reach service readiness at different times. Each Phase shall be identified on the Service Order (or an attached schedule) with, at minimum: (i) the Phase number or name; (ii) the scope and unit count (or other quantity) for that Phase; (iii) the pricing applicable to that Phase; and (iv) either a Firm Service Commencement Date under Section 4A.3 or an Estimated Service Commencement Date under Section

4A.4. Customer acknowledges that Provider designs, engineers, procures, and finances the Provider Infrastructure and its return on investment in reliance on the full scope of all Phases set forth on an executed Service Order, and that the phased structure is a material inducement to Provider's pricing.

4A.2 Reliance; Capital Planning. Customer understands and agrees that, upon execution of a multi-Phase Service Order, Provider will commit capital, order materials, schedule contractors, and build its financial model in reliance on all committed Phases proceeding substantially as described. The protections in this Article 4A are intended to allocate to Customer the risk that committed Phases do not materialize, so that Provider is not left bearing capital expenditure or lost-return exposure for Phases that Customer contracted for but does not bring to fruition.

4A.3 Firm Service Commencement Dates. A "Firm Service Commencement Date" is a Service Commencement Date stated as a fixed calendar date on the Service Order for a Phase. Unless a written grace period is granted under Section 4A.6, billing (including any ramp under Section 4.3) for that Phase begins on the Firm Service Commencement Date regardless of whether Customer has completed its own readiness activities, provided Provider is ready to deliver Service to that Phase or Provider's readiness is delayed solely by Customer's acts or omissions.

4A.4 Estimated Service Commencement Dates; TBD Phases. Where a Phase depends on construction, zoning, permitting, entitlements, financing, or other milestones outside firm scheduling at signing, the Service Order may state an "Estimated Service Commencement Date" (which may be expressed as a target month, quarter, or "to be determined" / "TBD"). An Estimated Service Commencement Date reflects a good-faith projection, and Provider accepts that such dates may shift for legitimate development reasons. Nevertheless, each Phase with an Estimated Service Commencement Date carries a good-faith obligation on the part of Customer to pursue that Phase with commercially reasonable diligence and to convert the estimate into a Firm Service Commencement Date once the Phase's start becomes reasonably determinable.

4A.5 Written Notice to Proceed; Notice of Abandonment. For any Phase with an Estimated Service Commencement Date, Customer shall notify Provider in writing (i) promptly upon the Phase becoming reasonably determinable, of the Firm Service Commencement Date for that Phase (a "Notice to Proceed"), and (ii) promptly upon any decision or reasonably foreseeable event that a Phase will not proceed or will be materially delayed, of that fact (a "Notice of Abandonment" or delay). Customer shall not be charged recurring MRC for a Phase before the earlier of that Phase's Firm Service Commencement Date or the date Service for that Phase is available for use. However, Customer's obligations with respect to abandoned, cancelled, or unreasonably delayed Phases are governed by Sections 4A.7 and 4A.8. Written notice under this Article 4A may be given by the notice methods in Article 14 or by any other method the Service Order notes permit.

4A.6 Grace Period for Service Commencement. Grace periods are not assumed and do not apply to any Service Commencement Date (Firm or Estimated) unless (i) expressly stated in the Service Order notes, or (ii) requested in writing and countersigned by all Parties. Where granted, a grace period defers the start of billing (including the billing ramp under Section 4.3) for the affected Phase by the number of days stated, not to exceed thirty (30) days unless a longer period is expressly countersigned by all Parties. By

way of illustration and not limitation: if a Firm Service Commencement Date for a Phase is February 1 and a thirty (30) day grace period applies, and the Phase actually goes live on March 1, no billing accrues for that Phase until March 1; but if the Phase is not live by the end of the thirty (30) day grace period, the billing ramp begins upon expiration of the grace period. Absent an expressly granted grace period, billing begins on the Service Commencement Date as otherwise determined under Article 4.

4A.7 Estimated Commencement Backstop; Deemed Commencement. To protect Provider's reliance on committed Phases, and notwithstanding that a Phase carries only an Estimated Service Commencement Date, the following backstop applies: if a Phase has not reached its Firm Service Commencement Date within twelve (12) months after its Estimated Service Commencement Date (or, where the estimate is expressed as "TBD", within twenty-four (24) months after the Service Order Effective Date), and the delay is not attributable to Provider, then Provider may, at its option and on written notice, (i) deem that Phase's Service Commencement Date to occur (a "Deemed Commencement") and begin the billing ramp for that Phase, (ii) treat the Phase as an abandoned Phase under Section 4A.8, or (iii) extend the estimate in writing. The Parties may agree in the Service Order notes to different backstop periods for a specific opportunity; such notes control over this Section 4A.7 for that Service Order.

4A.8 Recovery for Abandoned or Cancelled Phases. If Customer delivers a Notice of Abandonment for a Phase, cancels a Phase, or a Phase is deemed abandoned because Customer fails to proceed after Provider's written inquiry within a reasonable time, then, as Provider's remedy and as a genuine pre-estimate of Provider's reliance losses and not as a penalty, Customer shall pay Provider a "Phase Cancellation Charge" equal to the sum of: (i) all documented out-of-pocket costs incurred by Provider for that Phase (including engineering, design, permitting, materials ordered or committed, contractor mobilization, and restocking or cancellation charges); (ii) any unrecovered NRC allocable to that Phase; and (iii) liquidated damages for Provider's lost expected return on the abandoned Phase. The Parties agree that Provider's actual damages from an abandoned or cancelled Phase are difficult to ascertain with precision, that the following amount is a reasonable and genuine pre-estimate of those damages and not a penalty, and that it is a fair measure of Provider's reliance and lost-return exposure: an amount equal to twelve (12) months of the full, un-ramped MRC that the Phase would have generated at the Service Order's stated pricing for that Phase (using the Phase's unit count and full monthly rates, and expressly disregarding any billing ramp, promotional, or introductory pricing), or such lesser amount as may be stated for that Phase in the Service Order notes. For the avoidance of doubt, the liquidated-damages component in clause (iii) is calculated on the full monthly MRC and is not reduced by any billing ramp that would have applied had the Phase proceeded. Phases that are merely delayed for legitimate development reasons and pursued in good faith are not subject to the Phase Cancellation Charge unless and until they become abandoned or cancelled as described above.

4A.9 Transfer of Phased Commitments on Sale. The commitments, Estimated Service Commencement Dates, Firm Service Commencement Dates, and Phase-related obligations set forth in a multi-Phase Service Order are integral to the Agreement and transfer to any Successor under Section 7.5. If a Service Site is sold or ownership is transferred, the Successor takes the Agreement subject to all remaining Phases and their stated estimations, and charges for each Phase begin to accrue in accordance with this Article 4A based on the Phase estimations that Provider contracted for with the original Customer, as if the

Successor were the original Customer. Customer shall disclose the existence and terms of the phased Service Order to any prospective Successor and shall cause the Successor to acknowledge the remaining Phase commitments in the written assumption required by Section 7.5.

ARTICLE 5 — PAYMENT, BILLING, AND ANNUAL ESCALATOR

5.1 Fees. All amounts owed by Customer under the Agreement are collectively “Fees.” Provider shall begin billing the MRC on the Service Commencement Date, subject to any ramp schedule on the Service Order. Recurring Fees (MRC) are billed monthly following the completion of the Services rendered for that month and are due upon receipt of the invoice. Usage-based Fees are billed in arrears and are due upon receipt. Fees for a partial month shall be pro-rated. Non-recurring charges (NRC), including charges for Capital Projects and ad hoc projects, are billed as set forth in Section 5.6 and are due upon receipt of the applicable invoice unless the Service Order provides otherwise.

5.2 Late Charges. Past-due undisputed amounts shall bear interest at one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is lower. Customer shall reimburse Provider for reasonable costs of collection of past-due amounts, including reasonable attorneys’ fees, court costs, and collection agency fees.

5.3 Disputed Invoices. If Customer in good faith disputes any portion of an invoice, Customer shall pay the undisputed portion and deliver a written notice to Provider identifying the disputed amount and including reasonable supporting documentation (a “Fee Dispute Notice”). A Fee Dispute Notice must be delivered within thirty (30) days after Customer’s receipt of the invoice; amounts not disputed within that period are waived. The Parties shall negotiate in good faith for sixty (60) days; unresolved disputes shall proceed under Article 12.

5.4 Annual Escalator. Effective on each anniversary of the Service Commencement Date, the MRC then in effect shall increase by three percent (3%) (the “Annual Escalator”). The Annual Escalator applies to each rate line item on the Service Order, applies during both the Initial Service Term and each Renewal Term, and is cumulative and compounding year over year. The Annual Escalator is a material commercial term, has been negotiated and priced into Provider’s pricing, and is not subject to waiver except by an instrument signed by an authorized officer of Provider.

5.5 Taxes and Regulatory Fees. All Fees are exclusive of Applicable Taxes. “Applicable Taxes” means all sales, use, gross receipts, excise, telecommunications, universal service, value-added, consumption, access, bypass, regulatory, franchise, or similar taxes, fees, assessments, duties, charges, or surcharges, however designated, imposed on, incident to, or based upon the provision, sale, or use of the Services, but excluding taxes based on Provider’s net income. Customer is responsible for all Applicable Taxes, which shall be separately identified on invoices. A valid exemption certificate provided by Customer shall be given prospective effect.

5.6 Capital Project Billing. Unless otherwise agreed in the applicable Service Order, non-recurring charges for Capital Projects, ad hoc projects, and similar one-time work are billed fifty percent (50%) upon execution of the Service Order (or authorization to proceed) and fifty percent (50%) upon completion, in each case due upon receipt of the applicable invoice. No separate instrument or additional signature

beyond the Service Order is required to authorize such billing. Capital Project revenue is non-recurring and is in addition to MRC for any associated Services.

ARTICLE 6 — DEFAULT AND REMEDIES

6.1 Customer Default. Each of the following is a default by Customer (a “Customer Default”): (i) Customer fails to pay undisputed Fees when due and fails to cure within ten (10) days after written notice; (ii) Customer fails to comply with any other material provision of the Agreement and fails to cure within thirty (30) days after written notice (or such longer period as is reasonably required to cure if Customer diligently commences cure within thirty (30) days, not to exceed ninety (90) days); (iii) Customer denies, materially limits, or revokes the access rights granted under Section 3.5 or the IRU, pathway, support-space, or access rights granted under Article 3A, or damages, obstructs, or permits encroachment upon the Provider Infrastructure or Provider’s Pathways or Support Space in violation of Section 3A.5; (iv) Customer permits a third party to interfere with the Provider Infrastructure in violation of Section 3.7; or (v) Customer files or initiates, or has filed or initiated against it, proceedings seeking liquidation, reorganization, or similar relief under any bankruptcy or insolvency law, and the same is not dismissed within sixty (60) days.

6.2 Provider Remedies. On a Customer Default, Provider may, at its option, and without limiting any other right or remedy: (i) suspend the affected Services (without relieving Customer of its payment obligations); (ii) terminate the affected Service Order(s); (iii) after the occurrence of two or more Customer Defaults in any twelve (12) month period, terminate all Service Orders with Customer; (iv) accelerate all remaining MRCs and demand the Termination Charge under Section 7.3; and/or (v) pursue any other remedy at law or in equity. Provider’s suspension of Services does not constitute termination, and Customer’s obligations to pay all Fees continue during suspension.

6.3 Provider Default. Each of the following is a default by Provider (a “Provider Default”): (i) Provider fails to comply with a material provision of the Agreement (other than provisions of the SLA, which are governed exclusively by the SLA) and fails to cure within thirty (30) days after written notice (or such longer period as is reasonably required to cure if Provider diligently commences cure within thirty (30) days); or (ii) Provider files or initiates, or has filed or initiated against it, proceedings seeking liquidation, reorganization, or similar relief under any bankruptcy or insolvency law, and the same is not dismissed within sixty (60) days.

6.4 Customer Remedies. On a Provider Default, Customer may, at its option: (i) terminate the affected Service Order(s) on written notice; and/or (ii) pursue other remedies at law or in equity, subject to the limitations in Article 9. Provider shall refund any pre-paid, unused fixed Fees attributable to terminated Services. Customer remains liable for Fees incurred prior to the effective termination date.

ARTICLE 7 — EARLY TERMINATION; TERMINATION CHARGE; PORTABILITY

7.1 Early Termination for Customer Convenience. Customer may terminate one or more Services or Service Orders for convenience on at least thirty (30) days’ prior written notice to Provider (a “Termination for Convenience”). On a Termination for Convenience, Customer shall pay the Termination Charge.

7.2 Early Termination for Default. Termination for Customer Default is governed by Section 6.2; termination for Provider Default is governed by Section 6.4.

7.3 Termination Charge. On a Termination for Convenience or a termination for Customer Default, Customer shall pay to Provider, within thirty (30) days after the termination date, the “Termination Charge,” equal to the sum of: (i) all unpaid Fees for Services actually provided prior to the termination date; (ii) any unpaid portion of the NRC, including any unpaid NRC for any Capital Project performed in connection with the affected Service Site; (iii) with respect to off-net Services, any documented third-party cancellation or termination charges incurred by Provider; and (iv) one hundred percent (100%) of all remaining MRCs that Customer would have paid through the end of the then-current Service Term (including the Annual Escalator at three percent (3%) per annum compounded). The Termination Charge is a genuine pre-estimate of Provider’s damages, reflects the long-lived and dedicated nature of the Provider Infrastructure, and is not a penalty. Customer expressly waives any defense to the contrary.

7.4 Portability and Substitution. At any time during the Service Term, Customer may elect to substitute new Services for existing Services. Provider shall waive the Termination Charge associated with the discontinued Services if: (i) the Fees for the substitute Services are equal to or greater than the Fees for the discontinued Services; (ii) the term of the substitute Services is equal to or greater than the remaining term of the discontinued Services; (iii) Customer pays any applicable NRCs for the substitute Services; and (iv) Customer reimburses Provider for any unrecovered engineering, installation, and construction costs associated with the discontinued Services.

7.5 Sale or Transfer of Service Site; Successors and Assigns. If Customer sells, transfers, conveys, contributes, leases (for a term greater than ten (10) years), or otherwise disposes of all or substantially all of its interest in a Service Site, Customer shall, as a condition of closing, cause the successor in interest (the “Successor”) to expressly assume in writing all of Customer’s obligations under the Agreement with respect to that Service Site. Customer shall give Provider not less than thirty (30) days’ prior written notice of any such transaction and shall furnish Provider with a copy of the executed assumption. Failure to cause the Successor to assume the Agreement shall be a Customer Default for which the cure period is the date of closing, after which Provider may, in addition to all other remedies, treat the transaction as a Termination for Customer Convenience and invoice the Termination Charge. The Successor shall take the Agreement subject to all of its terms and conditions, including these T&Cs, the AUP, all executed Service Orders, all remaining Phases and their Estimated and Firm Service Commencement Dates, the IRU and pathway, support-space, and access rights under Article 3A, the Annual Escalator, the auto-renewal and notice provisions, and the Termination Charge and Phase Cancellation Charge provisions. Upon a permitted transfer and the Successor’s written assumption, all terms and conditions of the Agreement continue in full force and effect and bind the Successor as if it were the original Customer, and charges for each remaining Phase begin to accrue based on the Phase estimations Provider contracted for with the original Customer, as provided in Section 4A.9. Customer shall disclose the Agreement and all phased commitments to any prospective Successor prior to closing.

7.6 Right of First Refusal on End-of-Term Re-Bid. If, at any time during the final twelve (12) months of the Initial Service Term or any Renewal Term, Customer solicits, receives, or entertains a bona fide written proposal from a third party to provide services substantially similar to the Services at any Service Site (a

“Third-Party Offer”), Customer shall promptly deliver a complete and unredacted copy of the Third-Party Offer to Provider, and Provider shall have thirty (30) days to elect, by written notice, to provide the Services on substantially equivalent commercial terms. If Provider so elects, the Parties shall execute a new or amended Service Order reflecting those terms. This Section 7.6 shall survive expiration of the Initial Service Term and shall apply during each Renewal Term.

ARTICLE 8 — CONFIDENTIALITY

8.1 Definition. “Confidential Information” means all non-public information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that is marked or identified as confidential or that would reasonably be understood to be confidential given the circumstances. All pricing, the terms of the Agreement, network designs, network maps, and Capital Project drawings are Confidential Information whether or not so marked. The fact that Customer is a customer of Provider is not Confidential Information. Information is not Confidential Information if it (i) is independently developed by the Receiving Party without use of Confidential Information, (ii) is lawfully received from a third party free of confidentiality obligation, (iii) becomes generally available to the public other than by breach, or (iv) was known to the Receiving Party before disclosure.

8.2 Obligations. The Receiving Party shall (i) use Confidential Information only to perform its obligations and enforce its rights under the Agreement; (ii) protect Confidential Information using at least the same degree of care it uses for its own confidential information (and in no event less than reasonable care); (iii) limit access to those of its employees, contractors, advisors, attorneys, accountants, lenders, prospective lenders, prospective acquirers, and other representatives who have a need to know and are bound by confidentiality obligations no less protective than those in this Article 8; and (iv) not disclose Confidential Information to any other third party without the Disclosing Party’s prior written consent, except as required by law or legal process (with prompt notice to the Disclosing Party where permitted). The Parties acknowledge that breach of this Article 8 may cause irreparable injury for which monetary damages are inadequate, and each Party may seek injunctive relief in addition to all other remedies.

ARTICLE 9 — LIMITATION OF LIABILITY; DISCLAIMERS

9.1 Cap on Damages; Per-Incident Cap. Except as expressly stated otherwise: (a) Each Party's aggregate liability arising under or relating to the Agreement, whether based in contract, tort, warranty, or otherwise, shall not exceed the lesser of (i) the actual direct damages sustained by the claiming Party or (ii) an amount equal to the total MRCs paid by Customer for the Service(s) at issue during the twelve (12) calendar months immediately preceding the event giving rise to the claim (the "Liability Cap"). (b) In no event shall Provider's liability for any single incident or claim exceed the MRC paid for the affected Service Site during the three (3) calendar months immediately preceding the incident (the "Per-Incident Cap"). The Liability Cap and Per-Incident Cap do NOT apply to: (i) Customer's obligation to pay all Fees, including the Termination Charge; (ii) either Party's third-party indemnification obligations under Article 10; (iii) breaches of Article 8 (Confidentiality); or (iv) a Party's gross negligence or intentional misconduct.

9.2 SLA Exclusive Remedy. Customer's sole and exclusive remedy for Provider's failure to meet any service level set forth in the SLA shall be the credits set forth in the SLA. No such failure shall be deemed a Provider Default under this Agreement.

9.3 No Special Damages. EXCEPT FOR (i) BREACH OF ARTICLE 8, (ii) THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 10, AND (iii) A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

9.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THE SLA SETS FORTH THE EXCLUSIVE COMMITMENTS REGARDING SERVICE AVAILABILITY.

9.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER, AND DISCLAIMS LIABILITY FOR, THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER OR ITS RESIDENTS THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER EQUIPMENT OR CUSTOMER'S NETWORK, AND ANY USE OF THE SERVICES BY CUSTOMER OR ITS RESIDENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF INFORMATION IT TRANSMITS OR RECEIVES.

ARTICLE 10 — INDEMNIFICATION

10.1 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Provider and its members, managers, officers, directors, employees, agents, lenders, successors, and Affiliates (collectively, the "Provider Indemnified Parties") from and against any third-party claims, lawsuits, judgments, damages, fines, penalties, and reasonable expenses (including attorneys' fees) to the extent arising out of: (i) Customer's negligence or willful misconduct in connection with the Agreement or the Service Site; (ii) Customer's breach of any provision of the Agreement; (iii) damage to or destruction of the Provider Infrastructure caused by Customer, its residents, employees, agents, or contractors; (iv) Customer's failure to comply with applicable law, including applicable housing, zoning, building code, fire safety, and telecommunications access regulations at the Service Site; (v) any claim by a resident or tenant of the Service Site arising from Customer's acts or omissions in administering, marketing, billing for, or restricting access to the Services; (vi) unauthorized sublicensing or resale of the Services in violation of the Agreement; (vii) bodily injury or property damage at the Service Site to the extent caused by Customer, its agents, employees, or residents; or (viii) Customer's failure to cause a successor in interest to assume the Agreement as required by Section 7.5.

10.2 Indemnification by Provider. Provider shall indemnify, defend, and hold harmless Customer and its members, managers, officers, directors, employees, and agents (collectively, the "Customer Indemnified Parties") from and against any third-party claims, lawsuits, judgments, damages, and reasonable expenses

(including attorneys' fees) to the extent arising out of: (i) Provider's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Provider's material breach of the Agreement; (iii) Provider's failure to comply with applicable law, including applicable FCC rules, in connection with its performance; (iv) bodily injury or property damage at the Service Site caused by Provider's employees or contractors during installation, maintenance, or repair of the Provider Infrastructure; or (v) any claim by a third party that Provider's installation methods or materials violate applicable building codes or safety regulations, to the extent such violation is solely attributable to Provider.

10.3 Procedure. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim subject to indemnification, shall reasonably cooperate in the defense (at the indemnifying Party's expense), and shall not settle the claim without the indemnifying Party's consent (not to be unreasonably withheld). The indemnifying Party shall control defense and settlement but shall not settle in a manner that imposes liability or admission on the indemnified Party without the indemnified Party's consent.

ARTICLE 11 — FORCE MAJEURE

Neither Party shall be liable for any delay or failure of performance (other than Customer's payment obligations) due to causes beyond its reasonable control, including acts of God, fire, flood, earthquake, severe weather, pandemic or epidemic, explosion, vandalism, cable cut, terrorism, insurrection, riot, civil unrest, governmental order, supplier failure, strike, lockout, work stoppage, or unavailability of right-of-way (each, a "Force Majeure Event"). The affected Party shall promptly notify the other Party. If a Force Majeure Event continues for more than thirty (30) consecutive days as to a particular Service, either Party may terminate the affected Service Order on written notice without liability (other than for Fees accrued prior to termination).

ARTICLE 12 — DISPUTE RESOLUTION

12.1 Negotiation. Except for claims seeking equitable relief or to compel compliance with this Article 12, all disputes arising under or relating to the Agreement (each, a "Dispute") shall first be addressed by good-faith negotiation between senior executives of each Party for at least thirty (30) days following written notice of the Dispute.

12.2 Mediation. If a Dispute remains unresolved after the negotiation period, either Party may submit the Dispute to non-binding mediation by a mediator with experience in telecommunications or broadband. The Parties shall share the mediator's fees equally.

12.3 Binding Arbitration. Any Dispute not resolved by negotiation or mediation within sixty (60) days after submission to mediation shall be resolved by binding arbitration before a single neutral arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat of arbitration shall be Lehigh County, Pennsylvania. The Federal Arbitration Act shall govern the arbitrability of all Disputes. The arbitrator may award reasonable attorneys' fees and costs to the prevailing Party.

12.4 Governing Law; Venue for Equitable Relief. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. For any claim seeking

equitable relief or to enforce an arbitration award, the Parties consent to the exclusive jurisdiction of the state and federal courts located in Lehigh County, Pennsylvania, and each Party irrevocably waives any objection to venue and any right to trial by jury.

ARTICLE 13 — ASSIGNMENT

13.1 General Rule. Except as set forth in this Article 13, neither Party may assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

13.2 Permitted Assignments by Provider. Provider may assign or transfer the Agreement (in whole or in part), or grant a security interest in the Agreement and any payments due under it, without Customer's consent, to: (i) any Affiliate of Provider; (ii) any successor in interest by merger, reorganization, consolidation, or sale of all or substantially all of Provider's assets or equity; (iii) any lender or other party providing financing to Provider, as collateral; (iv) any acquirer in a sale of all or substantially all of Provider's Service Orders or fiber-optic infrastructure portfolio; or (v) any securitization vehicle, trust, or investment fund used by Provider to finance or monetize its assets. Customer shall, on Provider's request, deliver to any such lender, acquirer, or securitization vehicle a customary estoppel certificate confirming, to Customer's knowledge: (a) the Agreement is in full force and effect; (b) there are no uncured defaults; (c) all undisputed Fees are current; and (d) such other factual matters as are reasonably requested.

13.3 Permitted Assignments by Customer. Customer may assign the Agreement, without Provider's consent, only as required by Section 7.5 (Sale or Transfer of Service Site) and only if the Successor expressly assumes the Agreement in writing.

13.4 Binding Effect. The Agreement binds and benefits the Parties and their respective permitted successors and assigns.

ARTICLE 14 — NOTICES

All notices shall be in writing and shall be effective when delivered as follows: (i) the next business day after deposit with a reliable commercial overnight courier; (ii) three (3) business days after deposit in the U.S. mail, certified, return receipt requested, postage prepaid; or (iii) when actually received by email during the recipient's business hours (9:00 a.m. to 5:00 p.m. local time on a business day; otherwise on the next business day). Notices to Provider shall be sent to:

Fiberlink MDU, LLC

1846 Apple Tree Lane, Bethlehem, PA 18015

Attn: General Counsel / Contracts

Notices to Customer shall be sent to the addresses on the applicable Service Order. Either Party may change its notice address by giving notice in accordance with this Article 14.

ARTICLE 15 — REPRESENTATIONS AND COVENANTS

Each Party represents and covenants that: (i) it has full power and authority to enter into the Agreement and to perform its obligations; (ii) the Agreement is its valid, binding, and enforceable obligation; (iii) it is in material compliance with all laws applicable to its business; and (iv) it shall comply with all applicable laws and regulations in performing its obligations under the Agreement. Customer additionally represents and warrants that Customer has all necessary rights, title, and authority over the Service Site (including, as applicable, fee ownership, leasehold rights, or property-management authority) to grant the access, marketing, and infrastructure rights set forth in Article 3, and the IRU, pathway, support-space, and access rights set forth in Article 3A.

ARTICLE 16 — INSURANCE

During the Service Term, each Party shall maintain, at its own cost, commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, workers' compensation insurance as required by law, and (for Provider) such other insurance as is customary for a facilities-based broadband provider. On request, each Party shall furnish the other with a certificate of insurance evidencing such coverage. Provider shall name Customer as an additional insured on Provider's commercial general liability policy with respect to operations at the Service Site, on a primary and non-contributory basis to the extent of Provider's indemnification obligations under Section 10.2.

ARTICLE 17 — MISCELLANEOUS

17.1 Entire Agreement. The Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior oral or written agreements. The Agreement may be modified only by a written instrument signed by an authorized representative of each Party. Pre-printed or boilerplate terms on a purchase order, vendor portal, accounts-payable form, or invoice receipt have no force or effect.

17.2 No Waiver. No failure or delay by a Party in exercising any right under the Agreement shall operate as a waiver, nor shall a single or partial exercise preclude any further exercise. Waivers must be in writing and signed by the waiving Party.

17.3 Severability. If any provision of the Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the Parties' intent.

17.4 Independent Contractors. The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship.

17.5 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their permitted successors and assigns. There are no third-party beneficiaries.

17.6 Construction. The Agreement has been negotiated by the Parties and shall be construed according to its fair meaning, not strictly for or against either Party. The headings are for convenience only and do not affect interpretation.

17.7 Counterparts; Electronic Signatures. Service Orders may be executed in counterparts, each of which is an original and all of which constitute one instrument. Electronic signatures and PDF copies have the same effect as originals.

17.8 Survival. The following provisions survive expiration or termination of the Agreement: Articles 3 (only as expressly stated therein), 3A (with respect to any period in which Provider Infrastructure remains at the Service Site and to removal, protection, and access rights), 4A (with respect to accrued Phase obligations and the Phase Cancellation Charge), 5 (with respect to accrued amounts and the Termination Charge), 7, 8, 9, 10, 12, 13, 14, and 17, and any provision that by its nature is intended to survive.

17.9 Marketing and Reference Rights. Provider may identify Customer as a customer in Provider's general marketing materials, lender presentations, investor materials, and website. The Parties may issue a joint press release on terms mutually agreed in writing. Use of either Party's trademarks beyond identification of the customer relationship requires the other Party's prior written consent.

EXHIBIT A

SERVICE LEVEL AGREEMENT — BULK FIBER WI-FI

A.1 Scope. This SLA applies to Provider-managed bulk fiber Wi-Fi services delivered to dwelling units and common areas at a Service Site, including the Provider Infrastructure on the Provider side of the Demarcation Point. The remedies set forth in this SLA are Customer's sole and exclusive remedies for any failure of Provider to meet a service level. This SLA does not apply to Capital Projects, time-and-materials work, or services expressly excluded in the applicable Service Order.

A.2 Availability Target. Provider shall use commercially reasonable efforts to maintain Service availability at the building demarcation level of 99.9% measured on a calendar-month basis, excluding Excluded Events (defined below).

A.3 Trouble Response and Restoration. For trouble reports submitted through Provider's designated support channels: (i) Provider shall acknowledge receipt within four (4) hours; and (ii) Provider shall use commercially reasonable efforts to restore the Service within twenty-four (24) hours (the "Restoration Target"). Restoration may be by repair, replacement, workaround, or temporary measure that restores substantially equivalent functionality.

A.4 Service Credits. If Provider fails to meet the Restoration Target for a Service-affecting outage (other than an Excluded Event), Customer shall be entitled, on written request submitted within thirty (30) days after the end of the affected month, to a service credit equal to one (1) day of the affected MRC for each twenty-four (24) hour period (or portion thereof) by which restoration exceeds the Restoration Target, up to a maximum credit per calendar month of fifty percent (50%) of the affected monthly MRC. Service credits are the sole and exclusive remedy for SLA failures and shall not be deemed liquidated damages, penalties, or admissions of liability.

A.5 Scheduled Maintenance. Provider shall use commercially reasonable efforts to perform scheduled maintenance during off-peak hours and to give Customer at least twelve (12) hours' prior notice of scheduled maintenance that is reasonably expected to affect Service availability. Scheduled maintenance is an Excluded Event.

A.6 Excluded Events. The following are excluded from availability and restoration measurements and do not entitle Customer to credits: (i) Force Majeure Events; (ii) scheduled or emergency maintenance; (iii) outages or impairments caused by Customer Equipment, Customer's network, Customer's residents, or third parties not under Provider's control; (iv) upstream internet transit outages or impairments caused by third-party carriers; (v) outages caused by loss of utility power at the Service Site (unless Provider is contractually responsible for providing backup power for the affected equipment); (vi) outages during periods in which Provider was denied access to the Service Site; (vii) Customer's failure to report the outage through designated support channels; (viii) Customer's failure to perform reasonable troubleshooting of Customer Equipment when requested by Provider; and (ix) outages occurring while Customer is in default of payment.

A.7 Credit Procedure. Credits requested in accordance with this SLA shall be applied to Customer's next monthly invoice after Provider's verification. Credits not requested within the period specified are waived. Credits are not refundable in cash and shall not exceed the cap specified in Section A.4.

EXHIBIT B

ACCEPTABLE USE POLICY — SUMMARY

Provider's full Acceptable Use Policy is posted on Provider's website and is incorporated into the Agreement by reference. In summary, Customer and its residents shall not use the Services to: (i) violate any applicable law; (ii) infringe any third-party intellectual property right; (iii) transmit unsolicited bulk communications (spam); (iv) introduce malware, viruses, or harmful code; (v) engage in network abuse, including denial-of-service attacks, port scanning, or unauthorized access; (vi) resell the Services to third parties except as expressly permitted in a Service Order; or (vii) operate the Services in a manner that interferes with Provider's network or other customers. Violations may result in suspension or termination under Article 6.