



MASTER SERVICES AGREEMENT

This MASTER SERVICE AGREEMENT (together with any schedules, exhibits, and attachments, the “Agreement”) is entered into by and between Fatbeam, LLC (“Fatbeam”), a Washington limited liability company, and the end-customer using the Service (the “Customer”), as may be listed on the Service Order, for the provision of certain telecommunication services, as further described in the applicable Service Order (the “Services”). Fatbeam and Customer may be referred herein as a “Party” and collectively as the “Parties.”

1. Service; Service Term

1.1 Fatbeam will provide communication Services to Customer pursuant to a service order issued by Customer (“Service Order”), and in accordance with the terms and conditions of this Agreement. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charges (“MRC”), non-recurring charges (“NRC”), other additional charges, and any additional specific terms for the Services. Additional work ordered by the Customer but not contained in the applicable Service Order will be covered by a separate work Service Order and invoice. Any purchase Service Order submitted by the Customer to Fatbeam shall be used only for invoice processing and Service Order purposes. Customer is solely responsible for the accuracy of the information provided in the Service Order(s).

1.2 Fatbeam reserves the right to verify Customer’s creditworthiness as a condition of providing Service. Fatbeam may, in its sole discretion, require assurance of payment from Customer. Customer hereby authorizes Fatbeam to conduct a credit search and agrees to provide Fatbeam with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, Fatbeam may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of the applicable Service Order, Fatbeam will return the balance of the deposit, if any, to Customer along with interest as required by law.

1.3 All Service Orders shall be subject to availability and acceptance by Fatbeam. Fatbeam reserves the right, in its sole reasonable discretion, to reject any Service Order prior to the installation of Service date. Fatbeam will make commercially reasonable efforts to install Services on the date set forth in the Service Order; however, Fatbeam cannot provide, and hereby disclaims, any representations or warranties that Services will be installed and provisioned on Customer’s desired installation date. If Customer delays the installation of Services, certain fees and facility reservation charges may be charged to Customer. Installation of Services occurs at the location where Fatbeam’s facilities interconnect with Customer’s or any third party’s facilities (“Demarcation Point”). Any facilities, fiber, equipment, or rights located on Fatbeam’s side of the Demarcation Point will be maintained, repaired, operated, controlled, and at all times remain the sole and exclusive property of Fatbeam (“Fatbeam’s Fiber”). Any facilities, fiber, equipment, or rights located on Customer’s side of the Demarcation Point will be maintained, repaired, operated, controlled, and at all times remain the sole and exclusive property of Customer (“Customer Equipment”). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service(s) delivered and Fatbeam’s Fiber. Upon the date of the installation of Services (“Activation Date”), Fatbeam shall provide the Services at the locations set forth for the number of months set forth (“Service Term”) as detailed on the Service Order(s).

1.4 This Agreement shall be in effect until the termination or expiration of the last active Service Order. Unless otherwise agreed by the Parties in an applicable Service Order, upon the expiration of the Services Term, a Service Order will automatically renew and extend for successive one (1) year terms, each a “Renewal Services Term,” unless terminated by Customer or Fatbeam with thirty (30) days written notice prior to the completion of the Services Term or the then-current Renewal Services Term.

2. Payment for Service

2.1 Rates and charges are described in the applicable Service Order. Fatbeam will invoice Customer monthly in advance for all amounts due and owing to Fatbeam for services rendered under the terms of this Agreement. Surcharges and assessments which are not required by regulatory agencies, but which Fatbeam is permitted to charge to recover expenses, may be applied and adjusted from time to time. All such charges will be set forth on a detailed invoice. All amounts and charges set forth in the invoice are referred herein as the “Charges.”

2.2 All Charges for the Services are exclusive of any taxes and other fees and surcharges. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass (“Taxes”). Fatbeam will collect all such Taxes unless Customer provides Fatbeam with proof of exemption.



2.3 Invoices are due upon receipt and are due and payable upon receipt and no later than thirty (30) days after the date of such invoice (“Due Date”). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order, Fatbeam shall invoice Customer for any NRC upon the Service Activation Date of the applicable Service Order. In the event Customer does not make payment of undisputed charges by the Due Date, Fatbeam may suspend Service after written notice to Customer and the failure of Customer to pay all undisputed amounts within a period equal to the greater of ten (10) days. If Customer fails to timely cure the nonpayment, Customer will be deemed to have terminated the Service as of the effective date of the suspension and will be deemed a Customer Default pursuant to Section 4.1.

2.4 In the event Customer disputes, in good faith, any portion of an invoice, in whole or in part, Customer shall notify Fatbeam in writing and provide detailed documentation supporting its dispute within ninety (90) days of the invoice date or the Customer’s right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest from the original Due Date. Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of Fatbeam to accept less than the full amount due. Any tender of an instrument as full satisfaction of a debt must be sent to Fatbeam, pursuant to the Notice requirements set forth in Section 12 of this Agreement. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

3. Default; Suspension/Adjustment of Service.

3.1 Customer is in default of the Agreement if Customer (each of the following, a “Customer Default”):

- (a) Fails to: (i) cure any monetary breach within ten (10) days of receiving notice of the breach from Fatbeam; or (ii) cure any non-monetary breach of any terms of the Agreement within thirty (30) days of receiving notice of the breach from Fatbeam;
- (b) Files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law; or
- (c) Uses the Services and any equipment associated therewith and such use: (i) interferes with, degrades, or otherwise impairs the Service over Fatbeam’s network; (ii) damage of any nature to Fatbeam’s equipment, assets, or customers; (iv) frightens, abuses, torments or harasses, or create hazards to Fatbeam or its network; (v) violates the provisions of Fatbeam’s Acceptable Use Policy, applicable law, or other applicable policies and procedures.

3.2 In the event of a Customer Default, Fatbeam may immediately suspend or terminate the Services without liability, and in the event of termination, Customer will be subject to an early termination fee equal to one hundred percent (100%) of the remaining value of the applicable Service Order(s). These remedies are in addition to and not a substitute for all other remedies contained in the Agreement or available to Fatbeam at law or in equity.

5. Termination; Early Termination

5.1 Except as provided herein, in the event Customer cancels all or a part of the Services prior to Activation Date, Fatbeam will charge Customer a cancellation fee equal to one (1) month’s MRC for the cancelled Services, plus any installation costs, and any other costs incurred by Fatbeam, whether previously waived or not, and any third party charges incurred by Fatbeam with respect to such cancelled Services.

5.2 Except as provided herein, if Customer terminates all or any part of the Services at a location at any time during the Service Term or a Renewal Service Term that is in effect, or if Fatbeam terminates all or any part of the Services as a result of Customer’s breach before the end of the Service Term or a Renewal Service Term that is in effect, Fatbeam may charge Customer an early termination fee equal to and including any or all of the following: (a) 100% of MRC for the Services rendered through the date of termination, plus (b) 100% of the total MRC for the remaining Services Term, plus (c) any activation, installation costs, special construction costs, and all other fees or costs incurred by Fatbeam that under the terms of the applicable Service Order are chargeable to Customer in addition to MRC, less amounts already paid by Customer with respect to such charges for the terminated Services (“Early Termination Charge”). Customer acknowledges that Fatbeam’s damages for a cancellation or early termination would be difficult to determine and the cancellation and termination charge(s) constitute liquidated damages and are not intended as a penalty, but are intended as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third-party costs, and internal costs. All such amounts will become due and payable by Customer to Fatbeam when invoiced.



6. Customer Representations and Warranties. The Customer represents and warrants that: (a) it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) neither the Customer Equipment nor facilities will pose a hazard to Fatbeam's equipment or create a hazard to Fatbeam's personnel or customers or the public in general; (c) its use of the Services will comply and conform with all applicable law and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) unless otherwise agreed to by the Parties, it will not resell all or a portion of the Service(s) provided by Fatbeam under this Agreement.

7. Indemnification.

7.1 Customer will indemnify, hold harmless, and defend Fatbeam and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with: (a) Customer's improper use of the Services and/or Customer's end-users or third parties improper use of the Services, resale, or sharing of the Services in violation of any applicable law or in violation of any provision of this Agreement; (b) claims by Fatbeam or third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Customer and is directly due to Customer's negligence or willful misconduct or which is caused by hazards created by Customer's equipment or facilities; (c) any liens placed on Fatbeam equipment due to Customer's action or inaction; and (d) any and all costs, claims, taxes, charges, and surcharges levied against Fatbeam relative to Customer's claim for tax exempt status with respect to Taxes to the extent that such exempt status is not found to be valid. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by Fatbeam's gross negligence or willful misconduct.

7.2 Fatbeam will indemnify, hold harmless, and defend Customer and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with (a) claims by third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Fatbeam and is directly due to Fatbeam's negligence or willful misconduct or which is caused by hazards created by Fatbeam's equipment or facilities; or (b) Fatbeam's violation of any applicable law. For the avoidance of doubt, the Parties acknowledge and agree that Fatbeam shall not be obligated to indemnify Customer, and Customer shall defend and indemnify Fatbeam hereunder, for any claims by any third party, including end user customers, arising from services provided by Customer that incorporate any of the Services.

7.3 The indemnified Party shall promptly notify the indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party. The indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the indemnifying Party.

8. LIMITED LIABILITY. CUSTOMER'S RIGHT TO CREDITS AS MAY BE PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY FOR DAMAGES WITH REGARD TO SERVICE PERFORMANCE ISSUES. FATBEAM'S LIABILITY, AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS INVOICED TO CUSTOMER BY FATBEAM DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL FATBEAM BE LIABLE UNDER THIS AGREEMENT FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, FATBEAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FATBEAM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Confidentiality. "Confidential Information" means all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Fatbeam offers under the Agreement which is disclosed by one Party



("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

11. **Force Majeure.** In the event that either Party's performance is delayed, prevented, or inhibited because of any act of god, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however, in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

12. **General.** This Agreement incorporates all accepted Service Orders for Services between the Parties, any attachments, policies and procedures found on Fatbeam's website: www.fatbeam.com, including Fatbeam's Acceptable Use Policy. This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements – oral or written – between the Parties hereto. In the event, there is a conflict between any term(s) agreed to by the Parties, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service(s) covered by that Service Order; (b) the Agreement; and (c) the Acceptable Use Policy. Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals. The failure of either Party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account. In the case of a notice to Fatbeam, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to Fatbeam LLC, 2065 W. Riverstone Drive, Suite 105, Coeur d'Alene, ID 83814, Attn: Legal Department. Fatbeam shall notify Customer of any change in this contact address for purpose of notices under this Agreement using the method of notice called for in this Section 12. Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by applicable law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered to condone any continuing or subsequent breach of the same provision. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof. Customer has been provided with the opportunity to review and negotiate this Agreement and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against Fatbeam. Customer may not assign this Agreement without the prior written consent of Fatbeam. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding any choice of law provisions. The Parties agree that any dispute arising under this Agreement shall have its venue in King County, Washington. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries.



Exhibit A
Internet, Cloudbeam, Ethernet Transport, and
Wavelength Services

This Exhibit A provides the specifications for Ethernet Transport, Internet, Cloudbeam, and Wavelength Service(s) ordered by Customer in a Service Order. Each Service will be provided to Customer at a specified Demarcation Point for which the bandwidth ordered will be guaranteed by Fatbeam up to such point. Fatbeam is not responsible for, nor can it guarantee, the bandwidth speed beyond the Demarcation Point.

1. **Dedicated Internet (“DIA”) Service.** Fatbeam provides fiber-based or Fixed Wireless Internet service(s) with no data caps, standard bursting fees, local loop charges, nor port costs. The Service Order containing the Internet Service(s) will delineate the Demarcation Point(s) and the bandwidth.
2. **Cloudbeam Service.** Cloudbeam is a Service which Customer may elect to add-on to its fiber-based DIA Service provided by Fatbeam. “Cloudbeam” is a point-to-point transport circuit that traverses from the Demarcation Point located at Customer’s premises to that certain Demarcation Point (delineated in the Service Order) within the data center selected by Customer. The bandwidth of Cloudbeam will be deducted from Customer’s DIA Service as specifically provided in the Service Order. Cloudbeam, does not include: i) cloud service; ii) a cross-connect from the Demarcation Point within the data center to Customer’s cloud service provider; nor iii) assistance with any configuration of or to the cloud service(s). For clarity, Cloudbeam is a Service that allows Customer to deduct a certain amount of bandwidth from its DIA Service to be used to connect Customer to the data center where Customer’s cloud provider has a server. The Service Term for the Cloudbeam Service is coterminous with Customer’s associated DIA Service. FATBEAM IS NOT LIABLE FOR ANY OUTAGE, DEGRADATION, ERROR, TROUBLE, OR FAILURE OF CUSTOMER’S CLOUD SERVICE.
3. **Ethernet Transport Service.** Fatbeam provides Ethernet Transport Services, all of which meet the Metro Ethernet Forum (“MEF”) specifications for the particular configuration and are transport based services. The Service Order containing the Ethernet Transport Service(s) will delineate the Demarcation Point(s) and the bandwidth.
4. **Wavelength Service.** Fatbeam provides bandwidth starting at 10 Gigabit via Dense Wavelength Division Multiplexing (DWDM) technology, which provides an easy upgrade to wavelength speeds in excess of 10 Gigabit.



Exhibit B
Service Level Agreement

This Exhibit B provides the specific service level guarantees Fatbeam will provide for its DIA, Ethernet Transport, and Wavelength Services and remedy or damages available to Customer in the event Fatbeam were to fail to meet these objectives due to a Service Outage (“SLA”).

1. **Fatbeam’s Network.** “Fatbeam’s Network” is defined as Fatbeam’s side of the Demarcation Point for which Fatbeam is responsible for maintaining, repairing, and operating. A customer’s access port (the port on the Fatbeam aggregation router upon which the Customer’s circuit terminates) is considered the Customer’s Demarcation Point.
2. **Service Outage.** Service Outage shall mean a complete interruption, severe degradation, or failure of communication on the Customer’s Service between Demarcation Points, not caused by Force Majeure (defined below), Routine Maintenance, or Customer’s acts, omissions, or Customer’s Equipment. The duration of a Service Outage is measured from the time the interruption is reported to or detected by Fatbeam, whichever occurs first, and terminates at the time the Service(s) can pass traffic. If Customer requests that Fatbeam assist Customer in investigating any Service Outage and Fatbeam determines that the Service Outage was not a result of Fatbeam’s network or facilities, Fatbeam may invoice Customer for an additional charge for on-site Customer assistance at Fatbeam’s then-current rates.
3. **Service Outage Credits.** FATBEAM MAKES NO GUARANTEE THAT ANY SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. As such, Customer’s sole and exclusive remedy for any Service Outage shall be the “Service Outage Credits” provided in the applicable exhibit attached to and incorporated in the MSA. The Service Outage Credits outlined in the MSA are not compounding, Customer may not claim more than one credit for an impacted Service, and in no event, will the Service Outage Credit(s) in any one (1) month exceed 100% of the MRC for such Service. To receive Service Outage Credits, Customer must be in good standing with Fatbeam, current in all its obligations, and notify Fatbeam that it is exercising its right to receive a Service Outage Credit within thirty (30) days of the Service Outage.
4. **Fiber-based Network Availability Guarantee – 99.99%.** Fatbeam’s network is guaranteed to be available and capable of forwarding packets 99.99% of the time for fiber-based DIA, Ethernet Transport, and Wavelength services, as averaged over a calendar month (“Fiber-based Network Availability Guarantee”). If the Fiber-based Network Availability Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full hour of a Service Outage in excess of the Network Availability Guarantee.
5. **Fixed Wireless Network Availability Guarantee – 99.9%.** Fatbeam’s network is guaranteed to be available and capable of forwarding packets 99.9% of the time for Fixed Wireless DIA or Fixed Wireless Transport services, as averaged over a calendar month (“Fixed Wireless Network Availability Guarantee”). If the Fixed Wireless Network Availability Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full hour of a Service Outage in excess of the Fixed Wireless Network Availability Guarantee.
6. **Latency Guarantee – 55 milliseconds (ms).** Latency is the one-way delay of packets from the source to the destination, occurring in Fatbeam’s Network. Fatbeam’s Network is guaranteed to have an average round trip packet transit time within its network of an averaged maximum of 55ms over a calendar month (“Latency Guarantee”). If the Latency Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full 1ms above the 55ms average maximum guarantee.
7. **Packet Loss – Less than 1%.** Packet Loss is the percentage of packets that were not sent nor received successfully from the source to the destination, occurring in Fatbeam’s Network. Fatbeam’s Network is guaranteed to have a maximum average packet loss of less than 1% as averaged over a calendar month (“Packet Loss Guarantee”). The packet loss is measured as the average of 15-minute samples across Fatbeam’s Network taken throughout the calendar month. If the Packet Loss Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full 1% above the Packet Loss Guarantee.
8. **Network Jitter Guarantee – 2 milliseconds (ms).** Jitter is the variation in the Latency on a packet flow between two systems, when some packets take longer to travel from one system to the other. Fatbeam’s Network is guaranteed not to exceed an average jitter delay of 2ms as averaged over a calendar month (“Network Jitter Guarantee”). If Network Jitter Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full millisecond (1ms) exceeding the 2ms average.
9. **Fatbeam Provided Customer Premise Equipment.** Fatbeam may provide equipment at the Customer premise to terminate Service delivered over Fatbeam’s Network. It is the Customer’s responsibility to ensure compatibility with customer owned



equipment and cabling. Customer is also required to provide adequate space, power, temperature, and humidity controls for the operation of this equipment.



Exhibit C
Dark Fiber Lease

This Exhibit C provides the specifications for Dark Fiber ordered as a short-term Lease (defined below) in a Service Order and is attached to and incorporated into this MSA and Terms.

- 1. Dark Fiber Lease.** As of the Service Activation Date (defined below), Fatbeam will grant Customer a license to use the number of fiber optic strands of the cable (“Dark Fibers”) and associated facilities and underlying rights for the duration of the Service Term, as further delineated in the Service Order, (“Dark Fiber Lease”). Upon the expiration or termination of the Dark Fiber Lease, all rights granted to Customer will cease and revert to Fatbeam.
- 2. Service Activation Date.** Fatbeam will provide Customer with advance notice of the date and time that Fatbeam will be onsite testing the Dark Fibers, in accordance with the Fiber Specifications, providing Customer the opportunity to have personnel present to observe. Once Fatbeam has determined that the Dark Fibers meet the Fiber Specifications, Fatbeam will provide Customer with a completion notice and Customer will have five (5) business days to accept or reject delivery. If Customer rejects delivery, Customer must provide a written detailed account of the defect or failure detected and the Parties will work together in good faith to prove the Fiber Specifications are met. The “Service Activation Date” is the date Customer provides written acceptance of the Dark Fibers or if Customer fails to provide acceptance or rejection, the Service Activation Date shall be the expiry of five (5) business days after Fatbeam delivers notice of completion. The Service Activation Date is specific to each pair of Dark Fiber. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required for it to place the Dark Fibers into operation (and Customer’s failure to designate its space and power requirements or complete such work shall not be grounds for rejection of the Dark Fibers).
- 3. Service Outage Credits.** If Customer’s Dark Fibers experiences a Service Outage lasting more than twelve (12) hours, Fatbeam will provide a Service Outage Credit in the amount of ten percent (10%) of the daily charge (MRC/30) for the affected Dark Fibers for each hour in excess of twelve (12) hours, not to exceed 100% of the daily charge in any calendar month.

END OF AGREEMENT