

ADDENDUM A DEDICATED INTERNET ACCESS

This Dedicated Internet Access Services Addendum (“**Addendum**”), including any Exhibits attached hereto, is subject to, and made a part of, the Master Services Agreement (“**MSA**”) entered into between the undersigned Parties. Pilot is in the business of providing dedicated internet access services (“**DIA**”). This document defines levels of service quality and the Customer’s right receive credits in the event that the applicable service levels are not achieved. Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. **SERVICE DESCRIPTION.**

1.1. **Dedicated Internet Access.** DIA provides symmetrical dedicated Internet connectivity. DIA is configured, based on Customer specifications, with a fixed maximum bandwidth rate. DIA Services support upload/download speeds from 100Mbps up to 10Gbps.

1.2. **Terms.** The services that you (“You” or “Customer”) receive from Pilot (“us” or “we”) are subject to any and all terms in the MSA, this Addendum, applicable Service Order(s), and the Service Level Agreement attached here to and hereby incorporated into Customer’s Agreement with Pilot. The services are also subject to our Privacy Policy and Acceptable Use Policy, as may be amended from time to time, which are published at <https://pilotfiber.com/legal>, (the “Website”) and are hereby incorporated into the Agreement. Customer and any Customer End Users are subject to these policies.

1.3. **Service Availability & Eligibility.** Pilot does not guarantee Customer’s eligibility to receive services at any particular location or address, and Customer agrees that only Pilot may determine whether or not such services will be made available. DIA service availability is subject to Pilot’s acceptance of a Service Order, and will be acknowledged by Pilot after a Service Order is placed.

2. **BILLING & PAYMENT**

2.1. **Installation Fees & Pre-Payment.** Customer may be required to remit a payment to Pilot for purposes including but not limited to: construction fees, installation fees, activation fees, and pre-order charges, solely to the extent such fees and/or charges are pre-approved by Customer in writing on a Service Order. Customer’s payment, and our receipt of such payment, does not obligate Pilot to provide any services to a particular location or address if Pilot determines that such location is not accessible due to issues with building access or installation issues.

2.2. **Refunds.** If Pilot determines that it cannot provide DIA service, for example due to building access or installation problems not attributable to customer, Pilot will reimburse Customer for any pre-paid fees, including but not limited to installation fees. If Customer fails to perform contractual obligations necessary for Pilot to provide its services, Customer may not be eligible for a payment refund. If Customer cancels its service order before Pilot determines that services will not be delivered, Customer may not be eligible for a payment refund.

2.3. **Suspension for Non-Payment.** Pilot reserves the right to suspend some or all of the service(s) it provides if Customer fails to pay its bill upon thirty (30) days’ written notice. Pilot does not charge service reconnection fees, and services are typically restored immediately upon receipt of payment.

3. **TERMINATION AND CANCELLATION.** Pilot reserves the right to suspend or terminate some or all of the services at its sole discretion, without notice, if Customer’s use of the Service, in Pilot’s sole judgment: (i) violates any applicable law, regulation, or ordinance, and/or these Terms of Service, Pilot’s AUP; (ii) as ordered by any law enforcement, national security, or other government agency of appropriate jurisdiction; (iii) adversely affects or threatens any Pilot network or service, customer or employee; or (iv) if Customer is determined to be a repeat infringer under Pilot’s DMCA Policy. Unless explicitly stated in

Customer's Service Order, Customer may upgrade, downgrade, or cancel its services at any time. No refunds (in whole or pro-rated) will be provided as a result of service modifications or cancellations after service is activated. Notwithstanding the foregoing, where notice is reasonably feasible and not prohibited by law, Pilot will give Customer thirty (30) days' prior written notice and a reasonable opportunity to cure any such violation or breach prior to suspension or termination of services.

4. **EQUIPMENT AND INSTALLATION.**

4.1. **Pilot Equipment.** Pilot, or its agent, may provide, install, maintain, repair, operate and control certain equipment for the provision of service to Customer ("**Pilot Equipment**"). Pilot's Equipment shall remain the sole and exclusive property of Pilot, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Pilot's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Pilot's ownership interest in Pilot's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Pilot's Equipment, except as expressly authorized in writing by Pilot. Customer shall be liable for any loss of or damage to Pilot's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Pilot for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

4.2. **Customer Equipment.** Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between Pilot's facilities and terminal equipment and the wiring at the Point of Demarcation ("**Customer Equipment**") shall be the sole responsibility of Customer. Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Pilot network. Pilot shall have no obligation to install, maintain or repair any non-Pilot Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, Pilot reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Pilot's Equipment, Customer shall compensate Pilot for actual time and materials expended during the service call.

4.3. **Space and Power.** Customer at its sole cost and expense shall be required to obtain space and power to support Pilot Equipment for the Service for the duration of the Service Term. If power is necessary for Customer's services, Customer must provide Pilot with proof that Customer has all required authorizations from the building to obtain such power or electricity before executing a Service Order. Pilot does not accept responsibility for physical damage to Pilot-owned devices once installed in Customer's premises, whether intentional or accidental, including damages caused by power related issues such as surges and/or brownouts. If Customer desires surge protection and/or battery backup protection, Customer bears the obligation of providing it.

4.4. **Access and Customer Premises Obligations.** Customer, at its sole cost and expense, shall provide Pilot with access to all Customer locations for purposes of installation, maintenance, and repair of Pilot Equipment on Customer or Customer End User's premises. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) or agreements to access the building and or property for the duration of the Service Term. Such licenses must specifically authorize Pilot to enter the building and perform the work specified on the Service Order, and Customer must provide all necessary licenses to Pilot before a Service Order can be accepted. However, notwithstanding Customer's responsibility, if Pilot is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Pilot for its costs related to obtaining and maintaining such licenses during the Service Term. Customer must provide such access Pilot shall provide reasonable notice under the circumstances to Customer prior to entering Customer's point of presence to install, maintain or repair any of the Pilot Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises. Pilot bears no responsibility for any delay to

restore or repair its services caused by Customer or a third party's failure or delay in providing necessary access for Pilot technicians. Customer agrees to reimburse Pilot for any reasonable, out-of-pocket costs, without markup, including but not limited to: permitting fees, labor, materials, and attorneys' fees, resulting from the lack of proper landlord authorization for installation, provided that Pilot shall use best efforts to mitigate any such costs.

4.5. Service Installation. During the course of an installation, Customer must provide access to numerous areas of the service location. Customer agrees to provide all access deemed necessary by Pilot so that wiring, equipment, and any other hardware necessary for the usage of our services may be installed. Our installers and technicians will not enter an office unless an adult at least eighteen (18) years of age or older is present. Any adult within Customer's office may grant Pilot access to the premises and permission to perform the installation of our services. Customer agrees that such person has all necessary authorization to grant access to Customer's space. Customer agrees that Pilot may use any and all existing facilities necessary to aid in the installation of our services including risers, conduits, shaft ways, and wiring in and around Customer's service location.

5. SERVICE REQUESTS AND DELIVERY.

5.1. Service Activation. After Pilot has determined that the Service conforms to the relevant Service Specifications, Pilot will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Billing Commencement Date**" shall be the date of the service activation as determined by Pilot. Once so notified, Customer shall have two (2) days in which to notify Pilot that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Pilot within such two (2) day period that the Service does not meet the Service Specifications, then Pilot shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Pilot shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Pilot from billing Customer for the Service.

5.2. Service Maintenance. From time to time, Pilot may need to repair or replace the device(s) at Customer's service location, for example, to improve the quality of service or accommodate for an advancement in technology. Customer agrees to grant Pilot access to perform the replacement on a schedule deemed reasonable by both parties.

6. Limitation of Liability. Pilot's equipment, products, and services are not guaranteed to work perfectly, to be error or virus-free, or to be compatible with any services, equipment, or software not provided to Customer by Pilot. Our services are provided on an "as is" and "as available" basis. Neither we, nor our licensors or suppliers make any warranties of any kind with respect to these services. This includes so-called "implied warranties" (such as those of merchantability or fitness for a particular purpose). To the extent permitted by law, we exclude all warranties. Neither we, nor our employees, agents, licensors, or suppliers will be liable to Customer for any losses or damages of any kind based directly or indirectly on Customer's relationship with us, or our provision of the services, whether based on breach contract, tort, violation of law or any other legal theory. The services and the communications Customer makes using them may not be secure. Customer is responsible for securing Customer's data and communications. Pilot will not be responsible if any third party gains access to the services, Pilot Equipment provided to Customer, Customer's own equipment, or data. Customer agrees and understands that its use of the Services may inherently result in damage or loss to Customer's own services, equipment, software, or data. We are not responsible for any such damage or loss. This includes damage or loss resulting from software downloaded or other changes that are made to Customer's own equipment.

The parties have executed this **Dedicated Internet Access Addendum** to be effective as of the Effective Date, which is the later date of execution below.

PILOT FIBER, INC.

By: _____

Name:

Title: Authorized Signatory

Date:

CUSTOMER:

By: _____

Name:

Title:

Date:

EXHIBIT 1

SERVICE LEVEL AGREEMENT

Bandwidth Availability Guarantee

Pilot guarantees that subscribed bandwidth will be 100% available between any two points on Pilot's network at all times. Pilot does not guarantee that subscribed bandwidth will be 100% available between any two points on the Internet. Outside networks may experience technical issues or limitations that can impact the performance of Customer's service. While Pilot ensures that all points of ingress and egress do not reach their provisioned capacity, Pilot cannot ensure or verify the integrity of neighboring networks.

If purchased bandwidth is not available as a result of congestion on Pilot's network, Pilot will commence its congestion mitigation procedure within 15 minutes of acknowledgement of a reported issue. Applicable account credits will be issued in accordance with the credit schedule below.

Intrusive Testing Procedure

If a service's performance is believed to be degraded or incapable of using its subscribed bandwidth, Pilot may determine that it is necessary to perform additional tests to verify the availability of subscribed bandwidth and re-certify the service's integrity.

Intrusive testing may involve disconnecting network equipment and/or disrupting live traffic across Customer's network. Pilot will schedule an intrusive testing window around the needs of the Customer, at which time a Customer representative must be on-site and a Pilot engineer will be available remotely to coordinate testing.

For purchased bandwidth of 1Gbps and greater, the usage of specialized testing devices may be required to achieve desired throughput. Pilot does not make any representations or warranties as to the performance of Customer's computers, peripherals, or other network hardware and/or their abilities to sustain data transfers at any purchased bandwidth level.

Customer agrees to participate in intrusive testing if Pilot engineers determine that these tests are necessary in demonstrating bandwidth availability. Pilot reserves the right to deny the issuance of account credits otherwise allocated under its service guarantees when a request for intrusive testing at a mutually agreeable time is refused.

If an on-site service call is required and intrusive testing by a Pilot engineer reveals full bandwidth availability and no service degradation, a dispatch fee may apply.

Congestion Mitigation Procedure

Pilot will begin to attempt to mitigate any congestion or oversaturation on its network within 15 minutes of an acknowledgement to an initial report. Pilot will continue to provide updates to you in 15 minute increments until the congestion has been mitigated or until Pilot determines that it is not possible to resolve the issue from its Network Operations Center.

If it is not possible to resolve a congestion condition from Pilot's Network Operations Center, Pilot may deem it necessary to increase capacity at certain points on its network or its fiber system. In the event that this becomes necessary, Pilot guarantees that it will increase physical capacity within 72 hours subject to Physical Access and Safety limitations imposed by third-parties.

Should Pilot need to engage in congestion mitigation, applicable account credits will automatically be issued in accordance with the credit schedule.

Congestion mitigation and any possible account credits associated with such mitigation do not apply to denial of service (DoS) or distributed denial of service (DDoS) attacks toward Pilot's network or Pilot's customers.

Service Availability

Pilot guarantees that your service's connection to the Internet will be available at all times. Disruptions to your service that result in the inability to access the Internet in its entirety will result in the automatic application of account credits in accordance with the credit schedule.

There are many factors outside of Pilot's control that may result in service disruption including, but not limited to, scenarios documented elsewhere in this agreement. The determination of service availability is made at Pilot's sole discretion.

Packet Loss

Pilot guarantees that packet loss between any two points on Pilot's network will not exceed 0.1% at any time. In the event that packet loss is reported and observed in excess of this target, credit will automatically be applied in accordance with the credit schedule.

Latency

Pilot guarantees that round-trip latency between any two points on Pilot's network will not exceed 5ms at any time for Metro services. In the event that round-trip latency is reported and observed in excess of this target, credit will automatically be applied in accordance with the credit schedule.

Proactive Monitoring

Pilot provides 24/7 monitoring of Pilot-owned devices. Pilot does not proactively monitor all Customer Equipment using ICMP and/or SNMP protocols.

In the event that a Pilot-owned device becomes unreachable from our Network Operations Center, Pilot will attempt to contact Customer via phone and/or email within 15 minutes.

Failure to proactively monitor a Service will result in the automatic issuance of an account credit in accordance with the credit schedule.

Technical Support

In the event of an issue with a Pilot service, Pilot guarantees a 15 minute response interval for issue acknowledgement. Issue acknowledgement may occur via email, telephone, or Pilot's internal help desk.

Maintenance

From time to time, it may be necessary to perform scheduled maintenance on Pilot's network that causes a disruption to your service. Pilot may conduct such maintenance on any day between the hours of 12AM and 8AM local time, provided that Pilot has given you at least 24 hours written notice of such maintenance.

In the event that Pilot must perform unscheduled maintenance on its network without providing a minimum of 24 hours written notice, credits will automatically be assessed in accordance with the service schedule.

Maintenance that is required as a result of damage to Pilot's fiber-optic cable system by third parties does not qualify as scheduled maintenance or unscheduled maintenance.

Denial of Service / Distributed Denial of Service

In the event of a Denial of Service (DoS), or Distributed Denial of Service (DDoS) attack toward the Pilot Network or a Pilot customer, Pilot will begin mitigation efforts within 15 minutes.

Pilot is not responsible for service interruptions as a result of any attack on our network by a third party.

Mitigation of DoS / DDoS attacks may involve temporarily filtering traffic towards a customer-facing IP address in a practice commonly referred to as "null routing". Pilot does not accept responsibility for interruptions or downtime caused as a result of null routing an attacked IP address.

Damage to the Fiber System

In the event of physical damage to Pilot's underground or aerial fiber-optic cable system, Pilot will identify the location of the damaged components and dispatch technicians to that location within two hours of the initial issue report.

Pilot strives for a four hour repair interval in the event of damage to its underground or aerial fiber-optic cable system, however, Pilot does not accept responsibility for delays in the repair interval due to the frequent involvement of emergency responders, safety restrictions and/or access restrictions.

In the event of physical damage to indoor components of the fiber-optic cable system, Pilot will dispatch technicians within one business day, subject to building-imposed or safety-related access limitations that may prevent us from making necessary repairs in a timely manner. Depending on the scope of repair, a re-installation fee may be applied at Pilot's sole discretion.

Use of Alternate Service

In the event that you elect to procure or use alternate services at any time, Pilot accepts no responsibility for any charges or fees incurred in connection with their usage.

Force Majeure

Pilot is not responsible for any failure to meet its service level objectives or guarantees that is caused by a Force Majeure event. Force Majeure events include, but are not limited to: damage to the fiber-optic cable system by a third party, fire, explosions, power failures, strikes or labor disputes, water (including flooding), physical access limitations, acts of god, the elements (including severe storms), war, civil unrest, or acts of terror.

Credit Issuance and Refund Policy

Pilot will issue any applicable account credits within 15 days of the SLA event. Credits are issued at the sole discretion of Pilot. Account credit may not be redeemed for cash, and account credit will automatically be applied to future invoices. No credit issuance may exceed 100% of the monthly charges for any affected services. Credits are Customer's sole remedy under this SLA. Refunds and/or cash compensation is not available for an SLA event. No refunds will be provided by Pilot for any reason under the SLA. CREDITS ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS ADDENDUM AND THE MSA FOR

ANY PERFORMANCE FAILURE RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.

Escalation Matrix

Pilot's Escalation Matrix is available to Customers upon request.

Credit Schedule

Issue Type	Guarantee	Credit Amount	Credit Interval
Congestion (Resolved by NOC)	100% bandwidth availability	5% per hour 20% per incident	1 hour
Congestion (Resolved outside NOC)	100% bandwidth availability	5% per hour after interval	72 hours
Service Availability (100% Packet Loss)	100% service availability	5% per hour	1 hour
Packet Loss	0.1% loss across Pilot's network	5% per hour	1 hour
Latency	5ms round-trip across Pilot's network	5% per hour	1 hour
Proactive Monitoring	Notification within 15 minutes	10% per incident	Per incident
Technical Support Response	Acknowledgement within 15 minutes	10% per incident	Per incident
Unscheduled Maintenance	Minimum notice period of 24 hours	5% per incident	Per incident