

DWDM WAVE SERVICES ADDENDUM

1. LINEAR UNPROTECTED WAVELENGTH SERVICE. Linear unprotected wavelength services consist of one set of bi-directional waves between an A and Z location. At each end location, the service is handed off via two (2) fibers to you. Linear unprotected wavelength service is offered at the following speeds: 2.5Gbit, 10Gbit SONET, 10Gbit Ethernet (LAN or WAN), 100 Gbit Ethernet (LAN or WAN). Storage Area Networks (“**SAN**”) technology supports the following: 1 Gbps Fiber Channel, 2 Gbps Fiber Channel, 4 Gbps Fiber Channel, IBM FICON, ISC Compat and ISC – 3 (1 Gbps/2 Gbps).

2. PATH PROTECTED WAVELENGTH SERVICE. Path protected wavelength services consist of two (2) sets of route-diverse bidirectional waves between an A and Z location. At each end location you will receive either two (2) fibers (for Y cable protection) or four (4) fibers (for 1+1 protection). Path protected wavelength service is offered at the following speeds: 2.5Gbit, 10Gbit SONET, 10Gbit Ethernet (LAN or WAN). Path protected wavelength services for 2.5Gbit 10Gbit and 100 Gbit are available as either 1+1 or Y cable. All other potentially protected Wave Solutions will be considered custom and evaluated on an individual case basis.

3. INTERCONNECTION SPECIFICATIONS. Wavelength service specifications are provided in accordance with the following ITU-T recommendations: G957 for 2.5G Waves, G691 for 10G Waves. Your source systems will operate within the industry standard 1310nm and 1550nm wavelengths using short reach, intermediate reach or long reach optics per GR-253 Core.

Fidium will terminate Service at no additional charge at a point of demarcation (DEMARC) on End User Premises. The DEMARC will be determined in all instances solely by Fidium. If an extension of Service beyond the DEMARC is required by Customer, Fidium will charge Customer for extension.

4. PERFORMANCE STANDARDS. Wavelength service standards apply on a transponder-based point-to-point basis between the Wavelength service points of demarcation (DEMARC) which are designated Fiber Distribution Panels (“**FDPs**”) located in the Fidium or your FDP bay. When a third-party provider is used to extend the Fidium network, standards apply only to the Fidium network handoff (Network to NI) to the third party. Wavelength service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual end-to-end availability and performance of Wavelength service may be affected by the customer-provided equipment, dependent upon the type and quality of customer-provided equipment used.

5. BIT ERROR RATE. The Bit Error Rate (“**BER**”) is the percentage of bits that have errors relative to the total number of bits received in a transmission. The end-to-end BER standards for Wavelength service are:

SPECIFICATION	WAVELENGTH SERVICE
BER*	Less than 1×10^{-12} s

*Not applicable in Fidium NNE Markets: Maine, New Hampshire, and Vermont.

6. AVAILABILITY OBJECTIVE. Availability is a percentage of total time that service is operative when measured over a 30-day billing period. The end-to-end availability standards for Wavelength service are:

SPECIFICATION	UNPROTECTED WAVELENGTH SERVICE	PATH PROTECTED WAVELENGTH SERVICE
Availability End to End	At least 99.7%	At Least 99.999%

7. UNAVAILABILITY. Wavelength service is considered unavailable when there has been a loss of signal, or a BER greater than or equal to the rate specified in the Bit Error Rate section of this Addendum for ten or more consecutive seconds.

8. REPAIR AND SCHEDULED MAINTENANCE. Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Wavelength service by you for testing. You will be notified a minimum of ten business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.

9. MEAN TIME TO REPAIR. Mean Time to Repair (“**MTTRepair**”) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device from arrival of technical personnel on site. The average monthly MTTRepair objective is four (4) hours.

DARK FIBER SERVICES ADDENDUM

1. DEFINED TERMS. The following terms are used as defined.

- a. **"Acceptance Date"** means the date on which the Dark Fiber Services are accepted pursuant to this Addendum.
- b. **"Access Points"** means the Fidium-designated fiber termination panels located at the "A Location" and "Z Location" for the Dark Fiber Service on a Service Order.
- c. **"Conduit"** means a tubing system used to protect and route fiber optic strands.
- d. **"Dark Fiber"** means a Fiber Optic strand that has no optronics or electronics attached to it.
- e. **"Dark Fiber Fee"** means the fee for the Dark Fiber Services as set forth in the Service Order.
- f. **"Equipment"** means facilities or equipment provided, owned or installed by you in or on the Fidium Cable.
- g. **"Fiber"** means a glass strand or strands which is/are protected by a color coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- h. **"Service Order"** means your order under the Agreement or a separate service order for Dark Fiber Services.

2. DARK FIBER SERVICES. The Dark Fiber Services (the **"Services"**) consist of Fidium's licensing of Dark Fiber facilities as described in the Service Order and Exhibit 1 attached hereto and by this reference made a part hereof. Unless otherwise agreed upon, ownership and control of the Fidium Cable and all appurtenances thereto will at all times be and remain in Fidium. During the Service term, you will be entitled to the exclusive use of Fibers set forth in the Service Order further described on the route map depicted as Exhibit 1 (the **"Services Route"**). You acknowledge that Fidium owns, maintains and operates other Fiber in the Conduit applicable to the Services Route. Nothing herein will in any way limit or impair the rights of Fidium, its successors, or assigns in any Fibers, facilities or property other than the Fibers leased pursuant to this Addendum. It is expressly understood that you will not acquire an interest in any particular elements of the Fidium network.

3. CUSTOMER EQUIPMENT. Subject to Fidium's performance of any necessary splicing or other similar task relating to the provision of the Services hereunder, you will have sole responsibility for installation, testing and operation of your Equipment as set forth in the Agreement.

4. COLOCATION. To the extent that you wish to colocate in any Fidium facility, the parties will enter into a separate colocation agreement for each site, in a form to be provided by Fidium. Any Data Center colocations would be covered under the applicable Service Order and Data Center Services Addendum.

5. ADDITIONAL DARK FIBER TERMS.

5.1 Establishment of Access Points. You are responsible for any third party building entrance or suite access requirements applicable to each Access Point.

5.2 Modification of Access Points. You may request Fidium to modify, relocate, substitute, add or remove Access Points at any time. All splicing and

other work associated therewith will be performed by Fidium or a contractor operating under the direction of Fidium and will be billed to you at the current Fidium rate.

5.3 Maintenance. Fidium will maintain the Service and repair any interruptions to the Services in accordance with the terms of Fidium's maintenance policies then in effect. Upon request, Fidium will furnish a copy of Fidium's maintenance policies to you. If Fidium is required to relocate the Service Route, Fidium will do so with minimal interruption to any of your Services, without altering the Access Points, and at Fidium's cost and expense.

5.4 Service Calls. Fidium will have the sole right and responsibility to maintain and repair the Fiber in accordance with industry standards, applicable laws and the maintenance policies of Fidium from time to time in effect. If Fidium is requested to make a service call at the request of you, and such call does not involve normal maintenance as described in the preceding sentence (e.g. splicing services), Fidium will invoice you at its standard time and material charges in effect from time to time unless otherwise agreed by the parties in writing on a case by case basis.

5.5 Access. Fidium will make the necessary arrangements for access and routing of fiber between the designated Access Points. This Addendum will be subject to Fidium obtaining and maintaining any needed licenses or permits to cross public right-of-way or private property, provided that Fidium will use reasonable commercial efforts to obtain and maintain such licenses and permits. You acknowledge and agree that Fidium may install other Fibers, cable and facilities in connection with the Services provided for the use of you but that the rights of you pertain only to the Services described herein.

5.6 Fidium Property. You will not and will not permit others to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Fidium Fiber or other property without the written consent of Fidium. The parties agree that no party other than Fidium or a contractor under the direct supervision of Fidium will be permitted to perform maintenance or splicing. Fidium property is for use in connection with the Service and will not be used for any purpose other than that for which Fidium made the property available. In the event that you, or your representative or agent tampers with or attempts to maintain Fidium property without first obtaining written approval, in addition to any other remedies for breach by you of your obligations, you will pay Fidium for any damage to the Fidium property and any ongoing service charges in the event that maintenance or inspection of the Fidium property is required as a result of your breach of this provision. In no event will Fidium be liable to you or any other person for interruption of Service or for any other loss, cost or damage caused or related to tampering with the Fidium property.

5.7 Limitations of Services. This Addendum applies only to those Services provided directly to you and not to any utilization of the facilities by you or your users. This Addendum does not constitute a joint undertaking with you to furnish any service to your users. Fidium does not undertake to transmit messages, or to offer any telecommunications service to any person or entity other than you. Fidium will have no liability or responsibility for the content of any communications transmitted via the Service by you, your users or any other party.

5.8 Removal of Equipment. Upon expiration or sooner termination of the Service term, you will have no further right to the use of any capacity hereunder and will remove your Equipment, if any, applicable to the Services within thirty (30) days thereafter. Fidium reserves the right to disconnect the Equipment at any time after the end of the Service term and to remove the Equipment at your expense if not removed by you as set forth herein.

6. SERVICE LEVEL AGREEMENT.

6.1 Definitions. The following terms are used in the below Service Level Agreement (“SLA”) as defined. The definitions apply not only to this Addendum but also to any Exhibits.

- a. **“Eligible Customer”** means any customer who has purchased the Service from Fidium, excluding (a) any customer who does not provide, or who during the period in question, has not provided the necessary access to personnel and facilities at the customer premises to enable Fidium to perform comprehensive service troubleshooting, and (b) any customer whose current Service term is less than one (1) year in length, whose account is, or during the period in question, was not in good financial standing with Fidium, or whose Service is provided using off-net arrangements (i.e., through third party dark fiber services purchased by Fidium on behalf of the customer).
- b. **“Outage”** means a time period during which a Service Fiber is broken, down, or cut rendering the Fiber completely incapable of carrying any transmission signal.
- c. **“SLA Credit”** means the credits to be provided by Fidium to Eligible Customers under the terms of this SLA.

6.2 Restoration Service Level. Fidium will respond to requests you initiate for any Outage giving rise to the need for unscheduled maintenance as quickly as possible. You are required to open a Trouble Ticket to report any Outage. When restoring a cut Fiber the parties agree to work together to restore the Fiber(s) as quickly as possible. Fidium, promptly upon arriving on site, will determine the course of action to be taken to restore the Fiber(s) and will begin restoration efforts. Time to Repair (“TTR”) is the time required to restore the licensed Fiber(s) to an operational condition. Subject to the foregoing, Fidium makes the following TTR commitments:

- a. Following an Outage, Fidium’s objective for restoring the affected Fiber(s) to an operational condition is four (4) hours after Fidium’s maintenance and repair technicians arrive on the site of the problem and six (6) hours from the time you open a Trouble Ticket reporting the Outage.
- b. If you are an Eligible Customer and you experience an Outage affecting your Service Fibers and Fidium fails to restore such Fibers within six (6) hours after its receipt of a Trouble Ticket from you, you are eligible for an SLA Credit equal to fifty percent (50%) of the Monthly Recurring Charge for the affected Fibers strand for the month in which the Outage occurred.

6.3 Availability Service Level. Fidium also make the following availability commitments:

- a. If you are an Eligible Customer and you experience an Outage affecting your Service Fiber(s), which renders the Fiber(s) completely unavailable for your use, Fidium will provide an SLA Credit against your Monthly Recurring Charge for the affected Fiber(s) in the month in which the Outage occurred. Said SLA Credit will equal to 2% of the applicable Monthly Recurring Charge for every cumulative hour in duration of such

Outage; provided however that in no event will any SLA Credit (inclusive of any SLA Credit for Fidium’s TTR commitments above) exceed 100% of the Monthly Recurring Charge for the affected Fiber(s) in a month.

- b. If you are an Eligible Customer and your Service Fiber(s) experience an Outage on three (3) or more separate occasions totaling more than twelve (12) hours or of more than fifteen (15) hours on one (1) occasion during any single standard billing period (a **“Chronic Outage”**), you may, in lieu of SLA Credits, terminate the affected Service prior to the end of the Service term without incurring early termination charges.

6.4 Additional SLA Terms.

- a. The above service levels and remedies are only available to Eligible Customers and will in no event apply to Outages caused by you or your employees, agents, contractors or other customer-responsible entity or any of your equipment. Restoration delays caused by you (including your refusal to release Fibers for testing) or by Fidium’s inability to obtain access required to remedy a defect in the licensed Fiber(s) will not be considered Outage time for the purpose of the above service levels. Service interruptions caused by scheduled maintenance will not be considered Outages where requisite notice is given to you. Finally, the above service levels and SLA Credit do not apply to Outages caused by force majeure events (as defined in the Agreement).
- b. This SLA sets forth your sole and exclusive remedy for any Outages on the Service.

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