

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**” or “**MSA**”) is entered into between **Pilot Fiber, Inc.**, a Delaware corporation with offices at 1115 Broadway Floor 12, New York, NY 10010 (“**Pilot**”, “**we**” or “**us**” or other similar designation) and its subsidiaries and the undersigned Customer in the signature block below (“**Customer**”, “**you**”, “**your**”, or other similar designation), as of the last date of execution below (the “**Effective Date**”). For orders placed through our online order link (“**Online Orders**”) the terms herein are incorporated by reference to your Service Order, and the Effective Date is the date you submit your first Service Order. Pilot and Partner may be collectively referred to as the “**parties**” or individually as a “**party.**”

1. General. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services (“**Services**”) from Pilot for Customer’s use and/or, with respect to certain telecommunication carrier Customers, for provision of Pilot services to such carriers’ customers with Pilot’s express authorization (“**End User Customers**”). Resale of Pilot Services is prohibited under this Agreement. Reselling Pilot Services requires Customer to enter into a separate Reseller Master Services Agreement with Pilot. Additional terms and conditions that apply to each type of Service are set forth in Service-specific Addenda (each a “**Service Addendum**”) and any policies incorporated into this Agreement or an Addendum (each a “**Policy**”, collectively, the “**Policies**”). Each Service Addendum executed by Customer and each Policy shall become part of this Agreement. Additionally, Pilot’s Privacy Policy and Acceptable Use Policy shall become part of this Agreement at the time the parties execute the Agreement. In the event that Customer purchases a Service without executing the applicable Service Addendum such Service shall be governed by Pilot’s standard Service Addendum and incorporated Policy for that Service. This MSA, the applicable Service Addendum, applicable Policies, and Service Orders (as defined in Section 3.3 below) and any other attachments incorporated therein shall collectively be referred to as the “**Agreement**” or “**MSA**”.

2. Affiliates. Pilot’s services may be provided by a local subsidiary of Pilot Fiber, Inc. A list of markets serviced and their applicable subsidiaries are below:

Boston: Pilot Fiber MA LLC
Chicago: Pilot Fiber IL LLC
New York: Pilot Fiber NY LLC
New Jersey: Pilot Fiber NJ LLC
Pennsylvania: Pilot Fiber PA LLC
Washington, DC Metro Area: Pilot Fiber DC LLC

We refer to our entities named above, individually or collectively, as “**Pilot**”.

3. Services.

3.1. “**Pilot Services**” (collectively, or individually a “**Service**” or “**Services**”) include but are not limited to (i) Dedicated Internet Access (“**DIA**”), (ii) Small Business Internet Access (“**SBIA**”), (iii) Pilot Voice (“**Voice**”, “**Hosted Voice**”, or “**Digital Voice**”), (iv) IP Transit (“**Transit**”), (v) Cloud Connectivity (“**CloudConnect**”), (vi) Metro Ethernet / Point-to-Point (“**DirectConnect**”), (vii) Point-to-Multi-Point (“**AnyConnect**”), Managed WiFi/Managed Network (“**Managed Services**”), and (viii) IP Address rental.

3.2. Grant of Non-Exclusive Rights. The parties acknowledge and agree that this Agreement does not confer on either party exclusive rights to buy or sell telecommunications Services. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties.

3.3. Service Orders. Customer may request Pilot to provide a Service by submitting a service order in a form provided by Pilot from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. The type and scope of the Services to be provided to Customer under the terms of this Agreement, including any of the Services described in the applicable Service Addendum(s), shall be specified in an applicable Service Order. The fees for the Services will be set forth in the Service Order. Notwithstanding anything in this Agreement to the contrary, neither party has any obligation to execute any Service Order.

3.3.1. Customer shall provide Pilot with a Service Order signed by Customer as the customer of record. Each Service Order will set forth the name of each Customer's service address(es) (including zip code), suite and/or floor number, contact information of the person signing the Service Order in Customer's organization, the installation coordination contact in the Customer's organization, the name, phone number, and email address of Customer's ongoing technical support contact, and Customer's billing contact. Customer shall submit each Service Order on the designated Pilot form (which may be digital), as may be amended from time to time.

3.3.2. The parties shall treat the information included in a Service Order as Confidential Information, as defined below. Pilot will promptly notify Customer if any Service Order cannot be processed due to incomplete information or any other reason; orders containing incomplete information will not be processed until completed. All Service Orders are subject to acceptance by Pilot, which may accept or reject any Service Order at its sole discretion for any reason. Pilot has no obligation to fulfill any Service Order submitted by Customer, and bears no liability for declining to fulfill any Service Order.

3.3.3. By submitting an Order to Pilot, Customer warrants that the information Customer provides to Pilot in a Service Order is true and correct and that Pilot may reasonably rely upon it.

3.3.4. Customer is making a binding offer to acquire the Services described in the Service Order on the terms set out in this Agreement. An agreement to supply a Service is formed on the date that Pilot (in its sole discretion) accepts the Service Order in writing to customer.

3.3.5. Customers who submit Online Orders need not sign this MSA, as the terms of this Agreement are incorporated by reference.

3.4. Reservation of Rights. All rights not granted under this Agreement are expressly reserved to us. We do not grant you any right to grant licenses to or distribute any Pilot Services without our prior written consent and we may engage other third parties, distributors, Customers, administrators or agents without restriction. Nothing in this Agreement shall be interpreted to limit our right to market, sell and distribute any of our products or services, directly or indirectly, to any current or prospective customer.

4. Scope and Structure/ Order of Precedence

4.1. Each Service Order issued and accepted and all Services provided hereunder shall be subject to the terms of this Agreement and the applicable Service Addendum for each Service. Each applicable Service Addendum and Service Order for the applicable Service are hereby incorporated into this Agreement.

4.2. In the event of conflict or inconsistency between the general provisions of this Agreement and those of an individual Service Order, or the Service Addendum, the conflict or inconsistency shall be resolved in the following order of precedence: first, in favor of the provisions of the Service Order, next in favor of the Service Addendum, and last, in favor of this Agreement.

5. Support.

5.1. Required Notice to Customer. Pilot will use commercially reasonable efforts to keep Customer apprised of any material change to the functionality or performance of the Services.

5.2. Support Channels. Pilot will provide customer and technical support to Customer's designated Support Contact via its normal customer Support channels. Support is available 24 hours a day, 365 days a year via email and telephone. Customer may call Pilot toll-free on (855) 578-5500 or email support@pilotfiber.com to receive Support.

6. Pilot's Obligations.

6.1. Pilot will, subject to the obligations set forth in the applicable Service Addendum for the service(s):

6.1.1. communicate with Customer regarding installation and maintenance of the Service(s) on an as needed basis;

6.1.2. provide support to Customer regarding Customer's account and technical issues pertaining to the Service;

6.1.3. promptly invoice Customer for Pilot Services ordered by Customer.

7. Customer's Obligations.

7.1. Customer will:

7.1.1. designate at least one point of contact for Support services (the "**Account Administrator**") and one point of contact for Billing;

7.1.2. use the Services (and ensure that each End User uses the Services) in accordance with this Agreement, any applicable Service Addendum, Pilot's Privacy Policy, Pilot's Acceptable Use Policy, and any other applicable Policies, as may be amended from time to time, which are available in their current form at www.pilotfiber.com/legal;

7.1.3. comply with and ensure that any Customer End Users comply with all applicable laws, regulations and directions issued by any regulatory authority with respect to the performance of Customer's obligations and this Agreement and provide Pilot with all

information, assistance and co-operation reasonably requested by Pilot in relation to any matter regarding such compliance.

7.2. Customer must:

- 7.2.1. not use, display or reference Pilot's proprietary indicia, trademarks, service marks, trade names, logos, symbols and/or brand names (collectively "**Marks**") without Pilot's prior written consent, and will be limited to the approved uses. Customer may not remove, conceal, destroy or alter Pilot's Marks, including but not limited to any Marks on Pilot hardware or equipment. Customer agrees that it will not challenge or assist others to challenge the rights of Pilot or its suppliers or licensors in the Marks or the registration of the Marks, or attempt to register any trademarks, service marks, trade names, logos, symbols, brand names or other proprietary indicia confusingly similar to the Marks of Pilot. Pilot will retain the sole and absolute right to control its Marks and use thereof. Pilot does not grant any rights in its Marks or in any other trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties. Any Customer materials using such Marks for which Pilot has given Customer prior written consent must be subject to Pilot's explicit permissions, instructions, and consent regarding such use, display, or reference, or the continuation thereof;
- 7.2.2. act in a diligent, efficient and professional manner and make commercially reasonable efforts to ensure that its employees, agents, and contractors have the necessary information, skills, experience and qualifications to perform their functions in accordance with this Agreement;
- 7.2.3. not misrepresent the Services or Pilot in any way, or engage in misleading or deceptive conduct or do, or permit to be done, any act that damages Pilot's reputation;

7.3. Customer is responsible for implementing and maintaining the security of Customer's account with Pilot, Customer's devices, and Customer's network. Customer must pay all charges in connection with the usage of a Service, even if that usage was not authorized by Customer, for example by burst bandwidth charges associated with Services designated as burstable on IP Transit Service Orders.

7.4. Without Pilot's prior written consent or the involvement of a Pilot sales representative, Customer shall not incur any expense or commit to any obligation in the name of Pilot, make any representation or statement concerning any terms or conditions of sale or service, or to incur any liabilities on our behalf. In no event shall Pilot be held liable for any acts or omissions of any End User or Customer.

8. Payment Terms.

8.1. Initial Payment and Billing Commencement. Payment for the first month of service and any setup fees for installation of Pilot hardware or equipment ("**Non-Recurring Charges**" or "**NRC**") is due upon execution of the Service Order if such fees are specified on the Service Order (the "**Initial Payment**"). The Initial Payment will be applied to the Customer's first month of Service, beginning on the Billing Commencement Date. The date on which Pilot activates a Service and begins monthly billing for that Service is the "**Billing Commencement Date**". Customer will receive regular monthly invoices on or around each monthly anniversary of the Billing Commencement Date. Pilot will refund the Initial Payment if Pilot determines (in its sole discretion) that it cannot fulfill the Service Order, for example due to problems in

obtaining access to Customer's building. Customer is not entitled to a refund if Customer cancels a Service Order prior to such determination by Pilot. In Pilot's sole discretion, Pilot may commence billing Customer on the (i) date that is sixty (60) days after the Ready for Installation Date or (ii) Billing Commencement Date. The "**Ready for Installation Date**" is the date on which Pilot is ready to install or activate a Service for Customer. For the avoidance of doubt, the Ready for Installation Date may occur prior to Customer scheduling an installation for a Service or the Service Activation Date.

8.2. Charges. Pilot will invoice Customer for each month of service in advance, on a monthly basis for each Service Order that Pilot fulfills ("**Monthly Recurring Charges**, or "**MRC**"). Customer shall pay amounts due upon receipt of each invoice. Payment will be made by Automated Clearing House (ACH) transfer, credit card, or as otherwise agreed between you and Pilot. Amounts not paid when due will be subject to late fees from the due date of such invoice equal to the greater of 1.5% per month or the maximum amount permitted under applicable law. Further, Pilot shall be entitled to recover from Customer all collection costs, including attorney fees.

8.3. Taxes and Fees. The fees stated on each Service Order include all taxes, fees, and surcharges charged by Pilot. Pilot may adjust its rates and charges or impose additional rates or surcharges on Customer to recover amounts that Pilot will be required by governmental or quasi-governmental authorities to collect or to pay to others in support of statutory or regulatory programs, unless Customer certifies to Pilot that it is properly paying (or is exempt from paying) regulatory charges including but not limited to charges related to be Federal Universal Service Fund.

9. Credit and Security.

9.1. From time to time during the Term of this Agreement, Customer authorizes Pilot to assess Customer's creditworthiness and to communicate with credit reporting agencies and/or business partners about Customer's credit status. Pilot may give these agencies information that Customer has provided to Pilot.

9.2. Pilot may also set a credit limit or restrict Customer's use of the Services to limit Pilot's financial exposure. If Customer exceeds its credit limit, Pilot may restrict Customer's ability to order new Services and/ or require payment of a deposit from Customer.

9.3. Pilot may terminate Service(s) on thirty (30) days' notice to Customer without liability if Pilot reasonably determines that Customer poses an unacceptable credit risk.

9.4. Pilot may require Customer to pay an additional deposit before acceptance of a Service Order if Pilot determines that Customer poses a credit risk.

10. Relationship of the Parties.

10.1. Status of Relationship. Each party is an independent contractor of the other, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Customer and Pilot for any purpose. Neither party shall have any authority (and shall not hold itself out as having authority) to bind the other party, and neither party shall make any agreements or representations on the other party's behalf without such party's prior written consent.

10.2. Benefits; Taxes; Representatives. You are not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any

other fringe benefits or benefit plans we offer to our employees, and we are not responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify us against, all such taxes or contributions, including penalties and interest.

10.3. No Delegation or Subcontracting. You shall not delegate your obligations hereunder or engage any consultant, advisor, subcontractor or other third party to perform any portion of this Agreement without our prior written consent. If so permitted, you shall provide in your agreements with such subcontractors such written provisions as are sufficient to enable you to comply with the provisions of this Agreement. You shall ensure that all subcontractors are bound by written obligations of confidentiality consistent with the terms of this Agreement, and the terms of any Service Addendum. You shall remain responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by you or your employees. You or any designees pursuant to Section 7.1.1 shall be our sole points of contact regarding the Services. You shall timely pay all subcontractors and other third parties you engage to provide services, and indemnify us against any such payments.

10.4. Disputes. The parties recognize that disputes may arise from time to time. Any such dispute shall be promptly presented to the parties' senior management for resolution. The parties agree to meet and discuss (including by electronic means) within thirty (30) days of such notification to pursue a good faith resolution of such dispute. If Customer does not notify Pilot of a dispute within thirty (30) days of discovering it, Customer waives its right to raise the dispute. Neither party will have any additional remedy under law or equity for disputes that arise under this section.

10.5. Disputed Payments. In the event Customer in good faith disputes any charges invoiced by Pilot, Customer shall promptly pay all undisputed charges, and shall notify Pilot in writing of any such disputed amounts within thirty (30) days of the invoice Due Date, identifying in reasonable detail its reasons for the dispute and the nature and amount of the dispute. All amounts not timely and appropriately disputed by the Due Date shall be deemed final and not subject to further dispute. Pilot will review the amounts in dispute within ten (10) business days after its receipt of such notice. If Pilot determines that Customer was billed in error, a credit for the amount billed incorrectly will be made to the next invoice. If Pilot determines that the amount was billed correctly, Customer will pay the amount by the Due Date of the next invoice.

10.6. Service Addendum; Policies; Applicable Law. You shall comply with any and all applicable Service Addenda, Pilot Policies as communicated to the you from time to time and all applicable laws related to the terms of this Agreement.

10.7. Service Level Agreement. All Services under this Agreement are governed by Pilot's Service Level Agreement ("**SLA**"), as more specifically described in each Service Addendum. Customer acknowledges that the service level credits applicable to each Service are its exclusive remedy in the event of Service interruption or outage and that Pilot does not provide refunds of any kind. The SLA and credits issued thereunder do not apply to "Jumpstart" services, as identified on Customer's Service Order.

11. Confidentiality.

11.1. Definition. As used in this Agreement, "**Confidential Information**" means any confidential or proprietary information a party may disclose or has disclosed to the other party, whether before or after the Effective Date and whether disclosed orally, in writing or through review of records, data,

materials, site visits or otherwise, that is designated as confidential or that reasonably should be understood by the receiving party to be confidential. Confidential Information includes, without limitation, all information provided by or relating to any End User (including the fact that any such End User is being serviced using the Pilot Services), all personal data and data files, and the trade secrets, business plans, business methods, client lists (whether former, current or prospective), vendor lists, financial projections, product plans, internal procedures and documentation for development, sales, finance and accounting and passwords of the disclosing party, pricing terms, and all reports based on any of the foregoing.

11.2. Exclusions. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the receiving party's part, generally known or available publicly, (b) is or was known by the receiving party at or before the time such information or material was received, as evidenced by a contemporaneous writing; (c) is furnished to receiving party by a third party that is not under an obligation of confidentiality to disclosing party with respect to such information or material; or (d) is independently developed by receiving party without use of disclosing party's Confidential Information, as evidenced by a contemporaneous writing.) Furthermore, the party to whom Confidential Information is disclosed shall have none of the obligations set for in this Section for Confidential Information which is disclosed pursuant to the requirement of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order; provided, in each case, that the receiving party shall, to the extent legally permissible, promptly provide prior written notice to the disclosing party of such intended disclosure and cooperate with any efforts by the disclosing party to prevent or limit such disclosure.

11.3. Obligation. Receiving party acknowledges that the Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Receiving party shall: (i) at all times keep the Confidential Information strictly confidential and not divulge, furnish, or make accessible the Confidential Information to any third party (except as set forth below); and (ii) use the Confidential Information solely and exclusively for the purpose of carrying out the purposes or rights under this Agreement during the Term of this Agreement. Receiving party may disclose the Confidential Information only to its employees and agents who have a "need to know" and who are under confidentiality obligations similar to those set forth herein.

11.4. Injunctive Relief. Receiving party acknowledges that the Confidential Information constitutes a unique and valuable asset of the disclosing party, and that any disclosure or use of the Confidential Information except as expressly permitted herein may cause the disclosing party irreparable harm. Accordingly, in the event of any actual or threatened breach of such provisions, disclosing party shall (in addition to any other remedies available) be entitled to seek temporary and/or permanent injunctive relief to enforce such provisions, and such relief may be granted without the necessity of proving actual damages.

11.5. Non-Disparagement. You understand and acknowledge that because of your relationship with Pilot hereunder, you may have access to information relating to our customers. Accordingly, you agree not to make or cause to be made any defamatory or derogatory statements concerning Pilot to any of our potential or existing customers.

11.6. Your Representations and Warranties. You hereby represent, warrant, and covenant to us that: (a) you have the right to enter into this Agreement and to perform fully all of your obligations

hereunder; (b) your entering into this Agreement will not conflict with or result in any breach or default under any other agreement to which you are subject; (c) you shall devote sufficient resources to ensure that any work under this Agreement is performed in a timely and reliable manner; and (d) that you are not currently enrolled and will not enroll during the Term in Pilot's Channel Partner or similar affiliate program unless Pilot gives its prior written consent.

11.7. Our Representations and Warranties. We hereby represent and warrant to you that: (a) we have the full right, power and authority to enter into this Agreement and to perform our obligations hereunder and our entering into of this Agreement and performance hereunder does not and will not conflict with or result in any breach or default under any other agreement to which we are subject; and (b) the execution of this Agreement by our representative whose signature is set forth on the signature page has been duly authorized by all necessary corporate action.

12. Term and Renewal; Termination.

12.1. MSA Term. The term of this MSA commences on the Effective Date, and continues through the expiration of any Service Order placed hereunder (the "Term"). In the event that the MSA expires or is terminated because no Service Order is in effect at any given time, and then Customer orders new Services, the Term of the MSA shall automatically be reinstated to run concurrently with any new Service Order(s).

12.2. Service Order Term. The term of each Service Order is as specified on the Service Order (the "**Service Order Term**"), and commences on the Service Activation Date, provided that as set forth in Section 8.1 of this Agreement, Pilot may, in its sole discretion, commence billing Client on the date that is sixty (60) days after the Ready for Installation Date (as defined in Section 8.1). Service Orders that specify "month-to-month" may be cancelled upon thirty (30) days' written notice.

12.3. Service Orders with a fixed Service Order Term of more than one (1) month specified on the Service Order automatically renew on a month-to-month basis until terminated upon thirty (30) days' written notice.

12.4. Customer shall continue to be responsible for payment to Pilot for the Services to be terminated through the end of the notice period. Following the initial Service Order Term stated in any Service Order, Pilot reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' written notice to Customer.

12.5. Termination for Cause. Either party may terminate this Agreement for a material breach, if such breach shall remain unremedied for 30 days after the earlier of the date on which (i) an officer of the breaching party becomes aware of such breach or (ii) written notice thereof shall have been given to the breaching party by the non-breaching party.

12.6. Effect of Termination. Upon expiration or termination of this Agreement for any reason, or at any other time upon our written request, you shall promptly: (i) deliver to us, or destroy if we so request, all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; (ii) permanently erase all of the Confidential Information from your computer systems; and (iii) certify in writing to us that you have complied with the requirements of this Section. Unless otherwise required by applicable law, any fees payable after the effective date of termination of this Agreement will be paid in accordance with the terms of Section 8. Termination of this

MSA will not terminate Service Orders placed hereunder prior to the termination date, or the obligation of Customer to pay invoices for such Services.

12.7. Survival. The terms and conditions of this Section and any other section reasonably expected to survive termination or expiration shall survive the expiration or termination of this Agreement.

12.8. Early Termination. For any Service Order with a Service Order Term of longer than one (1) month, if Customer terminates or cancels service under any Service Order for reason other than Pilot's breach prior to its agreed expiration date, Customer will pay Pilot an Early Termination Fee (as liquidated damages and not as a penalty) equivalent to the remaining MRC multiplied by the number of months remaining on any Service Orders, plus any unpaid NRC for any Service Orders placed under this Agreement. All termination fees shall be due and payable within thirty (30) days after the effective date of termination of the Service Order.

13. Indemnification; Limits on Liability.

13.1. You shall defend, indemnify and hold harmless Pilot and our affiliates, and our and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; and (ii) your breach of any representation, warranty or obligation under this Agreement.

13.2. No Liability for Certain Actions. Pilot shall not be liable to Customer or Customer End Users for any claims or damages resulting from or caused by (a) unauthorized access to transmission facilities or premise equipment, or for unauthorized access to or alteration, theft, or destruction of data files, programs, procedure, or information through accident, wrongful means or devices, or any other method; (b) Customer's fault, negligence or failure to perform Customer's responsibilities; (c) claims against Customer by any other party (except for third-party claims indemnified under this Article); (d) any act or omission of any other party, including End User Customers; or (e) equipment or services furnished by a third party, including End User Customers. Pilot is not responsible for the content of any information transmitted or received through the Services. Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its customers, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End User Customers. Pilot exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

13.3. *In no event will either party be liable to the other party under or relating to this Agreement for any special, consequential, incidental, exemplary, indirect or punitive damages, or for "lost profits," even if advised of the possibility thereof, regardless of the theory of liability (including without limitation, tort, contract, negligence or strict liability). All remedies shall be cumulative and non-exclusive.*

13.4. Default.

13.5. Customer Default. Customer is in default of this MSA if Customer (a) fails to cure any monetary breach within thirty (30) days of receiving notice of the breach from Pilot; (b) fails to cure any

non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Pilot; or (c) 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 (each such event shall be a "**Customer Default**").

13.5.1. If any amount remains unpaid for thirty (30) days beyond the invoice due date, in addition to any other rights that Pilot may have under this Agreement or applicable law, Pilot may suspend some or all of the Services until all past due amounts have been paid by Customer.

13.6. Pilot Default. Pilot is in default of this MSA if Pilot fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer ("**Pilot Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Pilot Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Service Addendum.

13.6.1. In the event of a Pilot Default, Customer may terminate the Service(s) and, if Customer so desires, the Agreement, upon written notice to Pilot. Customer shall be responsible for all service charges incurred up to and including the termination date related to the affected Services then due to Pilot, but not for any charges for the Services after the month in which the termination occurred. Upon the termination date, (i) the applicable Service Order(s) shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (ii) all rights of Customer to use the Service(s) shall cease and Pilot may immediately disconnect the circuits without liability to Customer, and (iii) Pilot shall owe Customer no further duties, obligations or consideration with regard to such Service(s).

14. Miscellaneous.

14.1. Entire Agreement. This Agreement (including any Pilot policies referenced herein) contains the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

14.2. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as

provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

14.3. Assignment. We may freely assign our rights and delegate our obligations under this Agreement at any time. This Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns. Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Pilot. Notwithstanding the above, upon prior notice to Pilot, Customer may transfer or assign this Agreement, in whole but not in part, to (a) an Affiliate of the Customer, (b) any Person that purchases all or substantially all of the assets of the Customer, or (c) any other Person formed by or surviving the merger or consolidation of the Customer and any other Person. As used herein, (i) "Affiliate" shall mean, any Person who directly or indirectly controls, is controlled by, or is under common control with that Person; (ii) "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise; and (iii) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity. Upon any such assignment, Customer shall remain responsible for performance under this Agreement. Any assignee shall expressly assume in writing all obligations and liabilities with respect to the Agreement which arise after the effective date of assignment or transfer, prior to or upon the effectiveness of such assignment. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

14.4. No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party hereto, including without limitation, End User Customers.

14.5. Modification, Amendment, Waiver or Termination. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay by a party in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by a party of any right or any breach shall constitute a waiver of any other right or breach by such party.

14.6. Consent to Correspondence via Electronic Communication. The parties agree that non-legal communication relating to the services, including Support, shall be by electronic means. Examples of correspondence include: Service Order Forms, Invoices, Payment Receipts, Support Tickets, and other communications. At our discretion, we may contact you via other means such as postal mail, phone calls, as well as SMS/text messaging. You agree that Pilot will not be held liable for fees incurred as a result receiving SMS/text messages sent by Pilot.

14.7. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law provisions.

14.8. Mandatory Arbitration & No Class Action. If the parties are unable to resolve a disagreement or dispute that arises under this Agreement within 30 days of meeting, then both parties agree that any unresolved disputes among or between the parties arising out of, connected with, related

to or incidental to this Agreement, whether arising in contract, tort, equity or otherwise, shall be resolved by mandatory binding arbitration upon timely written request of either party. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based only on written submissions. The arbitration shall be conducted in New York City. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration award is final, binding, and enforceable in any court of competent jurisdiction. Either you or we may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. *You and Pilot waive any right to a trial by jury, so that disputes will be resolved through arbitration.* No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Furthermore, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

14.9. Force Majeure. Except with regard to Customer’s payment obligations, neither party shall be liable for any failure of performance under this MSA due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, building demolition or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a “Force Majeure Event”). The party claiming relief under this Section shall notify the other party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

14.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

14.11. Notices. Legal Notices under this MSA shall be in writing and physically delivered (with a copy transmitted via email) by certified mail, return receipt requested, or by nationally recognized courier. Such notice shall be effective on the date of physical receipt, or refusal of delivery, by the receiving party. The parties agree to receive all communications regarding the services by electronic means.

(A) Legal Notices

If to Pilot:

Pilot Fiber, Inc.
Attn: Legal Department
1115 Broadway Floor 12, New York, NY 10010
legal@pilotfiber.com

If to Customer:

Customer Name:
Attention:
Address:
City:
State:
Zip Code:
Email:

(B) Billing/Invoice Contact

If to Pilot:

Pilot Fiber, Inc.
Attn: Accounting
1115 Broadway Floor 12, New York, NY 10010
ap@pilotfiber.com

If to Customer:

Customer Name:
Attention:
Address:
City:
State:
Zip Code:
Email:
Phone:

[SIGNATURE PAGE FOLLOWS]

The parties have executed this **Master Services Agreement** to be effective as of the last date of execution as set forth below. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

PILOT FIBER, INC.

By: _____

Name: Mike Egbert
Title: Authorized Signatory
Date:

CUSTOMER:

By: _____

Name:
Title:
Date: