

D – Dark Fiber Lease Product Rider

This attachment D - Dark Fiber Lease Product Rider (“**Dark Fiber Lease Product Rider**”) is attached to, incorporated into, and deemed part of that certain MSA entered into between FBL and Customer, as expressly authorized by such MSA. The capitalized or defined terms in the MSA have the same meaning in this Dark Fiber Lease Product Rider, unless otherwise defined herein.

SECTION 1 - SERVICE DESCRIPTION

FBL shall design, engineer, install, and construct the FBL System. The specific route and location of each Segment and Ring of the FBL System, including the specific location of Manholes and Handholes, is subject to FBL’s absolute discretion. At the end of each Segment and/or Ring, as applicable, FBL will terminate the Customer Dark Fibers (defined in Section 2.2 below) at a fiber distribution panel (“**FDP**”), fiber splice kit, or other appropriate terminal apparatus as determined by FBL, and specified in the applicable Order. Notwithstanding anything to the contrary, FBL may elect to acquire any portion of the FBL System from Facility Owner(s) (whether by lease, sublease, indefeasible right of use, or otherwise) in lieu of constructing and installing the FBL System with respect to such portion. FBL shall use commercially reasonable efforts to deliver to Customer the Customer Dark Fibers as identified in each individual Order by the FOC date provided to Customer. Customer shall use the Customer Dark Fibers and the Associated Property solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, condo, swap, exchange, lease, sublease, license, sublicense, resell, or grant indefeasible or other rights of use in, or to any part of the Customer Dark Fibers, or Customer’s interest therein, or enter into any other arrangement with any third party for such third party’s use of any part of the Customer Dark Fibers. Customer agrees and acknowledges that it has no right to use any of the Cable that is part of the FBL System, other than the Customer Dark Fibers. Customer shall keep the FBL System free from any liens, rights, or claims of any third party attributable to Customer. Any transfer, assignment, or other action in violation of this provision shall constitute a material breach.

SECTION 2 – OWNERSHIP, USAGE, AND CONSTRUCTION

2.1 Ownership. During the Term, legal title to and sole ownership of the Customer Dark Fibers, Innerduct, the Cable, the Manholes, the Handholes, and any property installed or constructed on any Segment and/or Ring, shall be retained and held by FBL or other Facility Owner(s). Customer’s rights hereunder shall be deemed solely a leasehold interest in personal property, subject to the terms of this Dark Fiber Lease Product Rider. The leasehold contained in this Dark Fiber Lease Product Rider does not include any equipment used to transmit capacity over or to “light” the Customer Dark Fibers. The Parties intend that this Dark Fiber Lease Product Rider constitutes a true lease of the Customer Dark Fibers, and not a sale of the Customer Dark Fibers.

2.2 Customer Use. FBL grants to Customer the right to use the number of fiber optic strands of the Cable set forth in each Order, which fibers shall be specifically identified by FBL in the FBL System (the “**Customer Dark Fibers**”), and the associated and nonexclusive limited right to use the Associated Property, all such rights upon and subject to the terms and conditions set forth in this Dark Fiber Lease Product Rider. This Dark Fiber Lease Product Rider does not include the right for Customer to own, control, maintain, modify, or revise the Customer Dark Fibers or the Associated Property, the right of physical access to the FBL System, the right to encumber the FBL System in any manner, or the right to use the FBL System. Customer acknowledges and agrees FBL is not supplying nor is FBL obligated to supply to Customer any optronics, electronics, optical or electrical equipment, or other equipment, or any electrical power or power equipment, all of which are solely the responsibility of Customer, nor is FBL responsible for performing any work other than as expressly specified in this Dark Fiber Lease Product Rider.

2.3 Construction. In instances in which construction is necessary to complete an Order, Customer agrees that deviations from Order diagrams may occur along portions of the Customer Dark Fibers route (“**Customer Route**”). FBL shall use commercially reasonable efforts to utilize the shortest route available. FBL shall have full and complete control and responsibility for determining any routing configurations of the FBL System and the location and configurations of all Manholes and Handholes (including Customer Manholes and Customer Handholes, if any). Customer shall have full and complete control and sole responsibility for selecting, purchasing, and installing all Customer Equipment and Lateral Connection(s), for determining network and service configurations or designs, for regrooming, rearrangement, or consolidation of channels or circuits, and for all related functions regarding the use of the Customer Dark Fibers and the Associated Property, provided Customer shall not enter a Manhole or access a Handhole. In addition, at the request of Customer, FBL may provide construction services in the form of installation of Innerduct, conduit, Lateral Connection(s), optical fibers, splicing and testing of such fibers, and construction of Manholes and Handholes, upon mutually agreed upon pricing, terms, and conditions. All splicing, terminating, and connectorization on the backbone will be performed by FBL. Cable splicing services at the backbone include accessing the cable, preparing the splice enclosure, preparing the fibers for splicing, fusion splicing the fibers, installing, and dressing the fibers and splices in the splice trays. FBL is responsible for all set up and closing activities of the work area including securing access to the Manhole or Handhole, closure of the equipment in the Manhole or Handhole, and clean up and removal of any debris. FBL may assign or subcontract to a third party any of FBL’s duties or obligations to Customer under this Dark Fiber Lease Product Rider, provided FBL shall remain obligated to Customer under the terms of this Dark Fiber Lease Product Rider for any such duties.

2.4 Inspection. Customer shall have the right, upon written request, to inspect the installation, splicing, and testing of the Customer Dark Fibers, except Customer shall not enter a Manhole or access a Handhole. Upon receiving Customer’s written request, FBL shall make available for inspection by Customer at Customer’s expense, at FBL’s offices during FBL’s normal business hours, copies of all information, documents, agreements, reports, permits, drawings, and specifications that are material to the grant of the Customer Dark Fibers to Customer, excluding any confidential or proprietary business terms which FBL may redact. Customer and FBL shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to, or loss of the FBL System, that are known to such Party.

SECTION 3 - TESTING PROCEDURES

3.1 Fiber Acceptance Testing. FBL shall test the Customer Dark Fibers in accordance with the procedures specified in Section 3.2 below (“**Fiber Acceptance Testing**”). FBL shall provide Customer reasonable advance notice of the date and time of each Fiber Acceptance Testing such that Customer shall have the opportunity to have personnel present to observe the Fiber Acceptance Testing. When FBL has determined that the results of the Fiber Acceptance Testing show that the Customer Dark Fibers have been installed, and are operating in conformity with the applicable specifications, FBL shall promptly provide Customer a written system acceptance notice (“**System Acceptance Notice**” or “**SAN**”), and a copy of such test results.

3.2 Fiber Specifications. FBL shall conduct test(s) on the dark fibers leased to the Customer prior to the Service Date. Test results falling within the allowable range indicate that the dark fibers leased to the Customer are in Ready for Use Condition. FBL requires bi-directional Optical Time Domain Reflectometer (“**OTDR**”) testing of individual splices. To ensure acceptable splices prior to closing and sealing the splice case, FBL uses the OTDR to monitor all splicing activity as it is performed. Splice cases are sealed immediately after testing. The maximum allowable individual splice loss is .35 dB bi-directionally averaged, and the fiber will be re-spliced up to two (2) times if the splice still exceeds .35 dB. Notwithstanding, if the average bi-directional splice loss of all splices across the entire tested span is .2 dB or less, then the individual splice loss of .35 dB or greater will be acceptable. Every fiber of each terminated span is tested in both directions from end-to-end using a 1550nm stabilized light source and power meter. The total loss of any span shall not exceed the maximum loss per span calculated as: [two (2) connector x .60 dB] + [(#) of splices x .2 dB] + [specified cable loss per km x length of cable in km]. Each fiber will be tested in each direction at 1550nm with an OTDR capable of long range and high-resolution testing.

3.3 System Acceptance. Within ten (10) calendar days of receipt of the SAN, Customer shall return the SAN to FBL either: (i) accepting the Customer Dark Fibers with respect to such Order, or (ii) rejecting the Customer Dark Fibers with respect to such Order. Customer shall follow the steps as set forth in Section 2.6 of the

MSA. In the event of a good faith rejection by Customer, FBL shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure, and the process of Fiber Acceptance Testing, notice to Customer, and acceptance shall be repeated with respect to such rejected Customer Dark Fibers up to three (3) times before the Parties shall mutually agree to updated Fiber Specifications. As soon as reasonably practicable after the Acceptance Date for each Order, FBL shall provide Customer with the as-built Drawings for such Order, technical specifications of the Customer Dark Fibers, and associated splices located within such Segment.

3.4 Non-Delivery of Customer Dark Fibers. In the event FBL fails to deliver the Customer Dark Fibers within ninety (90) days of the FOC (as such date may be extended by Force Majeure), then Customer shall have the right, at its option, either: (i) to cancel the Order with respect to such portion of the undelivered Customer Dark Fibers, and receive a refund of the portion of payments allocable to the Customer Dark Fibers in such Order, or (ii) waive such failure to deliver and accept the Customer Dark Fibers when available. If Customer elects to cancel, neither Party shall have any further duties, liabilities, or obligations to the other Party (except for FBL's obligation to refund the appropriate portion of the payments).

SECTION 4 - CUSTOMER EQUIPMENT

4.1 Equipment Responsibility. The installation, use, repair, maintenance, and replacement of Customer Equipment shall be the sole responsibility of Customer, and FBL shall have no obligation or liability under this Dark Fiber Lease Product Rider, or otherwise, to install, maintain, repair, or replace any Customer Equipment. Customer's facilities, including without limitation, the Customer Dark Fibers and the Customer Equipment, shall not endanger, damage, or adversely affect the use of the FBL System or any Cable therein, and shall not create an unreasonable risk of damage to property, injury, or death to any individual, or to the public. Customer acknowledges that the FBL System includes, or will include, other participants, including FBL, and other owners and Customers of telecommunications systems.

4.2 Health and Safety. Up to the Demarcation Point on the Network Side, FBL shall have the right, but not the duty, to make periodic or spot inspections of, to be present at, and to monitor any access to or work by Customer relating to any Customer Manholes and Customer Handholes. Such inspections and monitoring may be conducted for the purpose of determining whether facilities placed in the Customer Manholes or Customer Handholes and work relating thereto complies. FBL may charge Customer for the Costs of inspection and monitoring only if the inspection or monitoring reflects that Customer is in substantial non-compliance with the terms of this Dark Fiber Lease Product Rider. If FBL reasonably determines that any work or facilities are not in compliance with the terms of this Dark Fiber Lease Product Rider, Customer shall, upon written notice from FBL, bring its work and facilities into material compliance within forty-eight (48) hours of such written notice or, at a minimum, commence curative measures within twenty-four (24) hours, and exercise reasonable diligence to complete such measures as soon as possible thereafter. If Customer fails to at least commence corrective measures within twenty-four (24) hours of FBL's notice, then FBL may take any action it deems appropriate to correct the non-compliance, including directing immediate suspension of work relating to the FBL System. Failure of Customer to bring its work or facilities into compliance as aforesaid shall constitute a material breach under this Dark Fiber Lease Product Rider. If FBL, in its sole discretion, determines that conditions exist within the FBL System that pose an immediate threat of damage to property, injury to, or death of any Person, or that a violation exists of any of the Permits, then FBL may direct that all work or use by Customer or others relating to the FBL System, including the Customer Dark Fibers, be immediately suspended until the violation or condition is corrected to FBL's satisfaction. If any condition or violation is a direct or indirect result of Customer's use of the Customer Dark Fibers or Customer Equipment, Customer shall pay and reimburse FBL for one hundred percent (100%) of all Costs incurred by FBL in taking corrective action within thirty (30) days of the date of FBL's invoice.

SECTION 5 - ELECTIVE MAINTENANCE PROCEDURES AND PERFORMANCE

5.1 Elective Maintenance. Customer shall have no right whatsoever to physically access the FBL System or the Cable, or to maintain, splice, adjust, align, cut, repair, or replace the Customer Dark Fibers or FBL System, or attempt to do any of the foregoing. Customer agrees to pay for non-routine maintenance in accordance with the pricing set forth below. To the extent FBL conducts any non-routine maintenance as it relates to: (i) work necessitated by Customer's negligence or willful misconduct, or (ii) Customer's elective maintenance or repair requests, Customer shall pay and reimburse FBL for one hundred percent (100%) of all Costs incurred by FBL in connection with such non-routine maintenance, within thirty (30) days of the date of FBL's invoice. All times are based on local times, and rates may increase annually based on the Consumer Price Index:

<u>Time</u>	<u>Rates</u>	<u>Billing Increments</u>
FiberLight Business Hours	\$160.00/hour	Two (2) hour minimum
FiberLight Non-Business Hours	\$240.00/hour	Four (4) hour minimum

FiberLight Business Hours are Monday through Friday 8:00 AM to 5:00 PM local time, excluding Holiday*.

FiberLight Non-Business Hours are all other days and times, including Holiday*.

*Holiday means New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

5.2 Service Outage. Each Service Outage Credit occurrence will be calculated using the below table:

<u>Duration of Outage</u>	<u>Percentage Credit Applied to MRC</u>
0 - 18 hours	0%
> 18 - 24 hours	10%
>24 hours	20%

5.3 Performance Liquidated Damages. THE CUSTOMER REMEDIES LISTED IN SECTION 5.2 ABOVE SHALL CONSTITUTE CUSTOMER'S PERFORMANCE LIQUIDATED DAMAGES AND SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE FAILURE RELATED TO OR ARISING FROM THE SERVICE(S) OFFERED UNDER THIS DARK FIBER LEASE PRODUCT RIDER.

SECTION 6 - COLOCATION RULES AND REGULATIONS

6.1 Colocation. In the event an Order requires colocation space, FBL hereby grants to Customer, and Customer hereby leases from FBL, a license to occupy the colocation space designated by FBL within the facility or facilities listed in the Order ("**Colocation Space**"). For Colocation Space set forth in an Order, Customer shall be granted the right to occupy the Colocation Space upon FBL's completion of any required build-out of the Colocation Space, as indicated on the applicable Order. Customer shall use the Colocation Space for the placement and maintenance of the Customer Equipment, and not for storage (other than the storage of tools and spare parts for use in maintaining the Customer Equipment). Customer shall be permitted to interconnect, or cause FBL to interconnect, the Customer Equipment with the equipment or networks of FBL, or, to the extent possible, any other customer or parties located within the facility. FBL shall make available the following services for Customer's use of the Colocation Space, at the rates identified and amounts indicated in the applicable Order: (i) power services, (ii)

backup power, and (iii) HVAC services. FBL shall perform such janitorial services, environmental systems maintenance, power plant maintenance, and other actions as are reasonably required to maintain the facility in which the Colocation Space is located in a condition which is suitable for the placement of telecommunications and internet access equipment. EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY ORDER, THE COLOCATION SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY FBL AS TO THE FITNESS OF THE COLOCATION SPACE FOR CUSTOMER'S INTENDED PURPOSE.

6.2 Colocation Access. Customer shall be permitted escorted access to the Colocation Space seven (7) days per week and twenty-four (24) hours per day, subject to all rules, regulations, and access requirements reasonably imposed by FBL governing such access. FBL reserves the right, on ninety (90) days prior written notice (except in emergency situations), to change the location or configuration of the Colocation Space at FBL's sole cost and expense (which shall be accomplished only after consultation with Customer (except in emergency situations)). FBL and Customer agree to work together in good faith to minimize any disruption of service in connection with such relocation. FBL reserves the right to access the Colocation Space for any legitimate business purpose related to the use, maintenance, and/or operation of its own equipment and facilities in the Colocation Space or the facility, upon reasonable prior notice to Customer. Customer may not provide or make available any portion of the Colocation Space to any third party. Any violation of this provision shall be deemed a material breach.

6.3 Colocation Removal. Upon expiration or termination of Customer's right to use Colocation Space, Customer, at its expense, shall remove Customer's Equipment and other property from the Colocation Space, and return the Colocation Space to FBL in substantially the same condition (reasonable wear and tear excepted) as when Customer first occupied the Colocation Space. In the event Customer fails to vacate the Colocation Space within thirty (30) days from the termination or expiration of the term with respect thereto, FBL shall have the right to remove Customer's Equipment and other property of Customer at Customer's expense, in accordance with all applicable laws, and FBL shall have no liability for damage or injury to Customer's property, unless caused by the negligence or intentional misconduct of FBL.

6.4 Colocation Termination. FBL shall have the right to terminate, upon thirty (30) days written notice (or such shorter period of time as specified herein), Customer's use of the Colocation Space or the Services in the event that: (i) FBL's right to use the facility within which the Colocation Space is located terminates or expires for any reason, (ii) Customer fails to comply with any material term hereof or of any Order submitted hereunder, (iii) Customer makes any material alterations to the Colocation Space without first obtaining the written approval of FBL, and/or (iv) Customer enters space without FBL authorization or allows unescorted personnel to enter the Colocation Space, other than Customer's personnel, contractors, or technicians who have been approved by FBL. With respect to subsections (ii), (iii) and (iv) above, unless the same materially interferes or has the potential to materially interfere with other FBL customers, FBL shall provide Customer a written notice of the foregoing, and a thirty (30) day opportunity to cure the same before terminating Customer's rights to the Colocation Space. With respect to any Colocation Space, the use of which has been terminated in accordance with subsection (i) above, FBL shall use commercially reasonable efforts to provide Customer with Colocation Space within another FBL facility where Colocation Space is offered.

6.5 Use of Colocation Space. Customer shall not use the Colocation Space for marketing or other general office purposes. Customer shall place no signs or marking of any kind (except for a plaque or other identification affixed to the Equipment and reasonably necessary to identify the Equipment, and which shall include a list of emergency contacts with telephone numbers) in the facility or the Colocation Space. Except as otherwise provided in this Agreement or any Order, Customer is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the Equipment and facilities used by Customer in the Colocation Space. Customer shall abide by any posted or communicated rules relating to use of, access to, or security measures respecting the Colocation Space. In the event that unauthorized parties gain access to the Colocation Space through access cards, keys, or other access devices provided to Customer, as a result of Customer's negligence or willful misconduct, Customer shall be responsible for any damages by FBL incurred as a result thereof. At no time will Customer have access to fiber other than what is licensed to the Customer, unless specifically spelled out in the appropriate Order. All outside access to the facility will be maintained and controlled by FBL.