



MASTER PRODUCTS
AND/OR SERVICES AGREEMENT

Dark Fiber Service(s) Supplement
(For use with MPSA ONLINE 082022)

Parties:

	"Customer"	"EZEE FIBER"
Company Name		Ezee Fiber Texas, LLC
Street, Suite		14850 Woodham Dr., Ste B-105
City, State ZIP		Houston, Texas 77073

MPSA # ONLINE 0822

This Dark Fiber Service(s) Supplement ("**Supplement**") provides the terms and conditions applicable to Dark Fiber Service and is effective as of the last date of execution below ("**Supplement Effective Date**") by and between the Parties listed above and is attached to and made a part of the **Master Product and/or Services Agreement** ("**MPSA**") by and between these same Parties. Unless otherwise defined herein, capitalized terms in this Supplement shall have the definitions attributed thereto in the General Terms and Conditions to the Master Products and/or Services Agreement.

I. ADDITIONAL DEFINITIONS

"**EZEE FIBER Demarc**" is a point specified in an Order Form which is either a (i) Building Fiber Demarc; (ii) EZEE FIBER POP Demarc; (iii) Type 2 Fiber Demarc; or (iv) Type 2 Circuit Demarc, as defined herein;

"**EZEE FIBER Equipment**" means EZEE FIBER telecommunications devices, apparatus and associated equipment located at the Customer Location that may be required for EZEE FIBER to provide the Service;

"**Allocated Monthly Charge**" or "**Allocated MRC**" means a portion of a Monthly Charge or Bundled Monthly Charge allocated by Service and/or each Customer Location on a pro-rata basis;

"**Building Fiber Demarc**" is a point from where EZEE FIBER generally distributes fiber strands within a building;

"**Bundled Monthly Charge**" or "**Bundled MRC**" means an un-itemized Monthly Charge for multiple Services specified in an Order Form;

"**Conduit**" means piping that runs within a building or underground to protect cables;

"**Cross-Connect**" means a single mode, multimode, or copper patch cord;

"**Customer Equipment**" means Customer's own premise equipment used to connect to the Service;

"**Customer Location**" is an address wherein EZEE FIBER will handoff Service to Customer;

"**Delivery Date**" is the date that EZEE FIBER informs Customer that Service is delivered to the applicable Service Demarc(s) notwithstanding any notice provisions in the Agreement to the contrary. Notification(s), as EZEE FIBER deems appropriate, may be in the form of email, fax, or an EZEE FIBER Customer Service Delivery Letter (the "**CSDL**");



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“Extended Demarc” indicates on an Order Form whether additional connectivity is required between the EZEE FIBER Demarc and the Service Demarc;

“Fiber Optic Infrastructure” or **“FOI Leased Fiber”** means EZEE FIBER owned, or otherwise acquired, dark optical fiber strands leased to Customer pursuant to an Order Form, for EZEE FIBER to provide the Dark Fiber Service(s).

“Location License” means the necessary building licenses, approvals or permissions from a building manager, landlord, or data center operator for a Party to (where applicable) (i) utilize building entrance or in-building ducts, (ii) install, maintain and access inside plant facilities, including, without limitation, termination panels, Riser/Cable, Conduit, or Cross-Connects or (iii) utilize necessary space and power (in each case in a form acceptable to EZEE FIBER);

“Riser/Cable” means inside plant (including vertical or horizontal riser cable) or outside plant (including underground stub or bridge cables) cable;

“Service Credit” means a credit that Customer is eligible to receive if EZEE FIBER fails to meet the Service Levels set forth in Section 9 below;

“Service Demarc” is the network interface point specified in an Order Form where EZEE FIBER hands off the Service to Customer. Where possible, the Service Demarc will be used as the point where EZEE FIBER tests the Service unless otherwise specified in the Order Form. Unless otherwise specified in the Order Form, the Service Demarc is the only location that the Customer may access the EZEE FIBER Network;

“Service Handoff” refers to the type of interfaces that Customer must provide for its Customer Equipment to be compatible with the ordered Service;

“Service Level” shall have the meaning ascribed to it in Section 9 below;

“Service Outage” means a complete interruption of a Service over and contained within the EZEE FIBER Network;

“Site Environment” means the requisite space, racks, power, security and other facilities and other environmental conditions necessary to support and operate the EZEE FIBER Equipment and telemetry to support out of band management;

“SLA Exclusion” shall have the meaning ascribed to it in Section 9 below;

“Type 2” means a circuit or fiber optic infrastructure specified in an Order Form provided by a third-party carrier and/or its network and utilized by EZEE FIBER to enable a Service;

“Type 2 Circuit Demarc” is a point where a third-party carrier terminates a Type 2 circuit or other infrastructure;

“Type 2 Limitation” means any Service Level impairment attributable to the inability of a Type 2 circuit to support one or more of the following applications over the Service, unless otherwise set forth in an Order Form: (i) jumbo frames (Ethernet frames with more than 1,500 bytes of payload (MTU)), (ii) Quality of Service, (iii) multicast transparency; or (iv) Bandwidth Availability and Packet Delivery Service Levels.

II. SERVICE DESCRIPTIONS



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- 2.1 FOI Leased Fiber may be ordered as in any configuration (point to point, ring, lateral from Customer or 3rd party fibers) as provided in an applicable Order Form.

III. BILLING TERMS

- 3.1 **Commencement Date(s).** The “Commencement Date” of a Service shall be the earlier of (i) five (5) calendar days after the Delivery Date or (ii) the date that Customer begins using such Service. If the Delivery Date is delayed because of Customer’s failure to fulfill its obligations under the Agreement (including, without limitation, failure to obtain the necessary Location License(s), or viable Conduit, Riser/Cable or Cross-Connects, if applicable, that interoperate with EZEE FIBER infrastructure or equipment), EZEE FIBER will give Customer written notice to cure such failure within thirty (30) calendar days. If Customer fails to cure within such period, the Commencement Date will be deemed to be the expiration date of such thirty (30) calendar day period.
- 3.2 **Incrementally Delivered Services.** Customer acknowledges and agrees that, unless specified in an Order Form, EZEE FIBER may incrementally deliver individual Services, when ready, which may result in different Commencement Dates and Terms for such incrementally delivered Services. For multiple Services listed as one line item in the Service Order, EZEE FIBER may incrementally deliver Service to each Customer Location when ready. The Term for incrementally delivered Services shall begin on the Commencement Date of the first Customer Location(s) delivered and end after the period specified as the Term from the Commencement Date of the last Customer Location delivered. Unless separately set forth in an Order Form, the charges for incrementally delivered Services shall be determined on a pro rata basis. Notwithstanding the foregoing, billing for FOI Leased Fiber in a ring configuration shall not commence until delivery of all ring segments, Customer’s hub location on the ring and one other building on the ring (if applicable).
- 3.3 Except as otherwise provided on an Order Form, in the event EZEE FIBER fails to deliver the FOI Leased Fiber to Customer within one hundred twenty (120) days from the full execution of an Order Form, Customer may terminate the Order Form and EZEE FIBER shall refund to Customer any amounts that have been paid prior to such termination.

IV. IN-BUILDING IMPLEMENTATION REQUIREMENTS

- 4.1 Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the EZEE FIBER Network. The type of Service Handoff shall be specified in the Order Form.
- 4.2 Customer is responsible, at its sole cost and expense, for connecting to the Service Demarc specified in the Order Form.
- 4.3 If an Extended Demarc is required, the Order Form shall describe the Party responsible for supplying the Riser/Cable, Conduit, and/or Cross-Connects to connect the EZEE FIBER Demarc to the Service Demarc. Customer shall ensure that Riser/Cable supplied by Customer is technically compatible with EZEE FIBER’s facilities (e.g., fiber type, connector type, etc.). If necessary, Customer must provide reasonably sufficient descriptive information about



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Customer supplied Riser/Cable that interconnects with EZEE FIBER's fiber termination panel for EZEE FIBER to identify such Riser/Cable as belonging to Customer.

- 4.4 Each Order Form shall designate the Party responsible for the necessary Location License(s). If Customer is the responsible party, Customer, at its sole cost and expense, will obtain and maintain for the duration of the Order Form Term any necessary Location License(s). However, notwithstanding Customer's responsibility, if EZEE FIBER is required by a third party to obtain and maintain such Location License(s) on Customer's behalf, Customer agrees to reimburse EZEE FIBER for its costs relating to obtaining and maintaining such Location License(s) during the Term. If EZEE FIBER is the responsible party, EZEE FIBER will use commercially reasonable efforts to obtain and maintain the necessary Location License(s). EZEE FIBER will notify Customer if it is unable to obtain and maintain such Location License(s) timely to deliver the related Service(s) by the Estimated Delivery Date (specified in an Order Form). In such event, unless Customer elects in writing to undertake to obtain such Location License(s) itself, either Party may terminate the related Service(s) upon written notice to the other without further liability or obligation to either Party with respect to such Service(s), except Customer agrees to reimburse EZEE FIBER for its costs incurred through to the date of termination plus 25%.

V. USE OF SERVICE

- 5.1 EZEE FIBER is providing the Service for Customer's exclusive use. Customer shall have no right or interest in the FOI Leased Fiber other than to provision telecommunications services, information services and capacity to its end users. Customer may not sell, sublease, swap, assign, license, sublicense, or share the FOI Leased Fiber as "dark fiber", as such term is commonly understood in the telecommunications industry.
- 5.2 Customer may not, without the express written consent of EZEE FIBER, perform or contract with any third party to perform, any repairs or maintenance to the EZEE FIBER Network. Customer will not install any equipment to be used with the Service that damages or interferes with the EZEE FIBER Network.

VI. EZEE FIBER EQUIPMENT

- 6.1 All EZEE FIBER Equipment remains the sole and exclusive property of EZEE FIBER or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such EZEE FIBER Equipment and EZEE FIBER Network, which may never be deemed a fixture to real property. Customer may not adjust, encumber, repair, or attempt to repair the EZEE FIBER Equipment, and may not remove or relocate the EZEE FIBER Equipment without the prior written consent of EZEE FIBER. Customer may not cause any liens to be placed on the EZEE FIBER Equipment or EZEE FIBER Network and will cause any such liens to be removed within thirty (30) days of Customer's knowledge thereof. Customer is liable to EZEE FIBER for any loss or damage to the EZEE FIBER Equipment other than loss or damage resulting from an act or omission of EZEE FIBER, its employees, contractors, or agents.
- 6.2 If an Order Form specifies that Customer is required to obtain space and power to support EZEE FIBER Equipment for managed Services, for the duration of the Term, Customer must



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procure, at its sole cost and expense, the Site Environment set forth in an Order Form. The Site Environment shall meet EZEE FIBER's specifications, specified in an Order Form, to support the EZEE FIBER Equipment where applicable.

- 6.3 If applicable, Customer agrees to provide all reasonable assistance to EZEE FIBER in procuring and installing or activating necessary telecommunication circuits and facilities as necessary to provide telemetry from the Customer Locations to EZEE FIBER's monitoring center(s) to enable out of band management. Customer shall provide adequate space and power to support the related telemetry equipment. Except for costs associated with local telephone lines, other monthly telecommunication costs and any reasonable installation costs shall remain the responsibility of EZEE FIBER.

VII. NETWORK RELOCATION

- 7.1 EZEE FIBER may relocate all or any portion of a fiber network spans or any of the facilities required to provide Customer with the FOI Leased Fiber: (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) in order to comply with applicable laws, (iii) to reduce governmental fees or taxes assessed against it or Customer, or (iv) for bona fide operational reasons. EZEE FIBER has the right to direct such relocation, including the right to determine the extent of the timing of, and methods to be used for such relocation, provided that any relocation:

- a. is constructed and tested in accordance with the FOI Leased Fiber Specifications.
- b. does not result in a materially adverse change to the operations, performance, or connection points with the network of Customer; and
- c. does not unreasonably interrupt service on the Leased Fiber.

- 7.2 EZEE FIBER will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring a relocation. Customer agrees to reimburse EZEE FIBER for Customer's pro rata share of EZEE FIBER's costs of any relocation pursuant to Section 7.1 (i), (ii) or (iii) for which EZEE FIBER is not reimbursed. Customer's pro rata share shall be the number of Customer FOI Leased Fibers for a particular segment divided by the total number of fibers in that segment.

VIII. MONITORING AND MAINTENANCE

- 8.1 EZEE FIBER will perform all maintenance and repairs to the EZEE FIBER Equipment and the EZEE FIBER Network as it deems necessary to ensure proper functioning of the Service. EZEE FIBER will maintain the EZEE FIBER Network and EZEE FIBER Equipment, at no additional charge to Customer, except as provided in Section 8.3. Should any condition exist in any portion of the EZEE FIBER Network that may impair the integrity of the Service or if EZEE FIBER determines that it is necessary to conduct tests and adjustments to maintain the efficient working order of the EZEE FIBER Network, EZEE FIBER will, at its sole discretion, initiate and coordinate planned maintenance, which may include the deactivation of a network segment or other facility that supports the Service. Except for emergency maintenance (where EZEE FIBER shall provide such notice as is reasonably practicable), EZEE FIBER will typically limit



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Service affecting work to the hours between 12 A.M. and 6 A.M. or other times as it deems appropriate and use all reasonable efforts to give Customer three (3) calendar days or more prior notice of scheduled maintenance events.

- 8.2 Customer shall procure for EZEE FIBER reasonable access to the Customer Location(s) for purposes of the installation, repair, maintenance, inspection, or removal of EZEE FIBER Equipment and/or EZEE FIBER Network. To enable EZEE FIBER to perform maintenance on EZEE FIBER Equipment, Customer will permit EZEE FIBER to install software revisions released by the related third-party equipment manufacturers. Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Locations to which Customer has rights of access, and for obtaining any permits or licenses related to such premises.
- 8.3 If all or part of the EZEE FIBER Equipment or EZEE FIBER Network requires restoration, replacement or repair by reason of an act or omission of Customer, or its employees, agents or contractors, such repair, replacement and/or restoration may be made by EZEE FIBER, at Customer's sole expense, in accordance with EZEE FIBER's then current time and materials rates plus Applicable Taxes. If EZEE FIBER dispatches personnel for a Service Level failure caused by Customer equipment or personnel, EZEE FIBER will invoice, and Customer agrees to pay EZEE FIBER's actual costs for time and travel associated with the dispatch.
- 8.4 EZEE FIBER or its agents will provide real-time monitoring of the EZEE FIBER Network twenty-four (24) hours a day, seven (7) days a week. EZEE FIBER will promptly respond to all failures to meet a Service Level via (i) an acknowledgement and subsequent notification to Customer of any service-affecting alarm or (ii) directly answering Customer's report of a failure.
- 8.5 Customer may notify EZEE FIBER's Network Operations Center ("**NOC**") of service problems by telephone to the contacts listed in the Customer Service Delivery Letter (CSDL). Such contacts may be updated by EZEE FIBER from time to time upon notice to Customer.
- 8.6 A Service Outage is measured from the time that Customer reports such failure to EZEE FIBER or when EZEE FIBER opens a trouble ticket upon receiving a service affecting alarm until such time that EZEE FIBER notifies Customer that effective use of the Service has been restored, minus any period attributable to a SLA Exclusion.
- 8.7 EZEE FIBER may subcontract its installation and maintenance obligations to a third party, without consent of Customer, and EZEE FIBER will remain liable for all such obligations.
- 8.8 **SPECIAL CONSIDERATIONS FOR FOI LEASED FIBER:** CUSTOMER ACKNOWLEDGES THAT IT MUST HAVE THE RESOURCES (EQUIPMENT AND QUALIFIED PERSONNEL, ETC.) AVAILABLE TO TEST ITS FOI LEASED FIBER IN THE EVENT OF A SUSPECTED EVENT OR OUTAGE AND MUST CONFIRM THIS TESTING PRIOR TO REQUESTING EZEE FIBER'S DEPLOYMENT TO TROUBLESHOOT AND/OR REPAIR. AN EXCEPTION IS GRANTED IN THE EVENT THAT EZEE FIBER SUSPECTS OR IS AWARE OF AN OUTAGE ON THE EZEE FIBER NETWORK THAT IN ITS REASONABLE OPINION WOULD AFFECT CUSTOMER'S USE OF THE FOI LEASED FIBER(S). IN THE EVENT THAT CUSTOMER REQUESTS A EZEE FIBER DEPLOYMENT TO TROUBLESHOOT AND/OR REPAIR WITHOUT FIRST TESTING ITS FOI LEASED FIBER, AND IT IS DETERMINED THAT THIS FOI



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LEASED FIBER IS WITHIN OPERATING SPECIFICATIONS, THEN EZEE FIBER WILL INVOICE CUSTOMER AT EZEE FIBER THEN CURRENT STANDARD RATES FOR TROUBLESHOOTING AND/OR REPAIR SERVICES.

IX. SERVICE LEVEL AGREEMENT (“SLA”)

9.1 Service Levels:

Service	Description	Max. # of hours for outage	Measurement Timeframe	Service Credit for Affected Customer Location(s)
Dark Fiber – Point to Point or Single (unprotected) Path	Time that Service remains unavailable due to a Service Outage	4 hours	Per Incident	5% of the Allocated MRC for each full four (4) hour period, up to 50% of the MRC allocated to the affected circuit
Dark Fiber – Ring (protected) Path	Time that Service remains unavailable between two points on a Ring due to a Service Outage	0 hours	Per Incident	50% of the Allocated MRC for each incident, up to 50% of the MRC allocated to the affected circuit

9.2 Service Level Exclusions:

The failure to meet a Service Level excludes any periods caused by one or more of the following: (i) an event of Force Majeure; (ii) an act or omission of Customer, its employees, agents or contractors; (iii) configuration of its network or systems that fails to properly utilize a ring or protected configuration; (iv) failure attributed to Customer’s side of the Service Demarc; (v) the use or failure of any Customer Equipment, power or Customer-provided connectivity between the EZEE FIBER Demarc and Service Demarc; (vi) any period of time during which EZEE FIBER personnel or contractors are denied access to Customer Locations; (vii) planned or emergency network maintenance periods. Or; (viii) any relocation of a Customer Location or reconfiguration of a Service requested by Customer (each a “SLA Exclusion”).

9.3 General Terms for Service Credits

- a. Cumulative Service Credits in a given calendar month shall not exceed 50% of the Allocated MRC associated with the affected Customer Location(s) for the month in which the Service Credit(s) accrued;
- b. If Customer is entitled to multiple types of Service Credits arising from the same incident, such credits shall not be cumulative, but Customer will be entitled to the highest of such Service Credits;
- c. To be eligible to receive Service Credits, Customer must cooperate in good faith with EZEE FIBER to trace the root cause of the related Service Outage;
- d. Service Credits are applied to Customer’s account upon written request and must be submitted within sixty (60) days of the end of the month in which the incident giving rise to eligibility for a Service Credit occurred;
- e. Requests for Service Credits must be sent to EZEE FIBER by (i) opening a trouble ticket via the EZEE FIBER customer portal interface or (ii) by sending an email to NOC@EZEE



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FIBERWaveMedia.net and include: trouble ticket number, affected Service (including addresses of the affected Customer Locations). Date and time of the Service Outage, Customer's name, name of Customer's designated point-of-contact (POC) and its primary phone number, and a brief description of the problem;

- f. Except as described in Section 9.4, Service Credits are Customer's sole and exclusive remedy and EZEE FIBER's sole and exclusive liability with respect to EZEE FIBER's failure to meet the Service Levels herein and such failure shall not be deemed to be a breach of the Agreement by EZEE FIBER.

9.4 **Substitute Fiber.** In the event that, during any time within the term of the FIO Leased Fiber, any of the FIO Leased Fibers do not operate to meet the standards in Exhibit A, and EZEE FIBER has determined in its reasonable business judgment that it is technically or economically infeasible to restore any one or more of the affected FIO Leased Fibers to proper operation, EZEE FIBER shall provide for Customer's use substitute equivalent fibers along the same route if, and to the extent that any such substitute equivalent fibers are available. EZEE FIBER shall provide the same to Customer without regard to whether the failure of FIO Leased Fiber to operate was due to Force Majeure. EZEE FIBER and Cogent shall cooperate to affect such transition, and EZEE FIBER shall be responsible for all costs of connecting the substitute fibers to Customer's equipment, only if the affected fiber was not a result of a Force Majeure event. If such substitute fibers are not available, Customer may terminate the FIO Leased Fibers without additional liability.

X. USE AND POLICIES

10.1 **Illegal Use.** Customer will cooperate in any investigation of Customer's alleged illegal use of EZEE FIBER's facilities or other networks accessed through the EZEE FIBER Network. If Customer fails to cooperate with any such investigation, EZEE FIBER may suspend Customer's Service. Additionally, EZEE FIBER may modify or suspend Customer's Service in the event of illegal use of the EZEE FIBER Network or as necessary to comply with any law or regulation, including, without limitation, the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by EZEE FIBER.

10.2 **Other Networks.** Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the EZEE FIBER Network and/or through other public and private networks. EZEE FIBER is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

10.3 **Third Party Actions.** At times, actions or inactions caused by third parties (e.g., denial of service attacks) can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. EZEE FIBER cannot guarantee that such situations will not occur and, accordingly, EZEE FIBER disclaims all liability resulting from or related to such events. If Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the EZEE FIBER Network or its operations, EZEE FIBER shall have the right to suspend the Service. EZEE FIBER shall restore



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Service at such time as it reasonably deems that there is no further harm or threat of harm to the EZEE FIBER Network or its operations.

Acceptable Use and SPAM. Customer will always comply with and conform its use of the Service to EZEE FIBER's Acceptable Use Guidelines and Anti-SPAM Policy (collectively, "EZEE FIBER Policies") set forth at the EZEE FIBER website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer violates the EZEE FIBER Policies where EZEE FIBER determines in its reasonable discretion that there is potential harm to its Network or business, EZEE FIBER shall have the right to immediately suspend Service. In other cases of violation of the EZEE FIBER Policies, EZEE FIBER will provide notice and opportunity to cure, to the extent EZEE FIBER deems reasonably appropriate, depending on the nature of the violation and the potential harm to the EZEE FIBER Network. EZEE FIBER, in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future

The Parties have executed this Supplement as of the last date of execution below.

By Ezee Fiber

By Customer

Signature

Signature

Print Name and Title

Print Name and Title

Dated

Dated



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Exhibit A

Leased Fiber Specifications and Fiber Optic Cable Splicing, Testing and Acceptance Standards

EZEE FIBER will perform fiber testing, as described below, on each Leased Fiber and will provide documentation of these test results to the Customer via e-mail. Each “span” will be defined in documentation included in the Customer’s package. Acceptance of a span by Customer will be an acknowledgement by the Customer that all Leased Fiber complies with all performance criteria contained herein.

THE ACCEPTANCE STANDARD FOR EACH SEGMENT SHALL BE BASED ON POWER METER TESTS AND SHALL BE CALCULATED AS FOLLOWS:

Span Loss = a (span distance in kilometers) + b (0.20 dB/splice) + c (0.50 dB/connector)

Where:

a = maximum Fiber loss in dB per kilometer for the specific Fiber type/manufacturer at 1550nm

b = number of splice locations for the span

c = number of connectors for the span

1. Power testing: This end-to-end loss measurement will be conducted for each Leased Fiber in the span and from both directions using an industry-accepted laser source and power meter. The bi-directional average will be used to determine the end-to-end loss of the span at each appropriate wavelength. Unless otherwise required pursuant to an Order Form, and as most spans will consists of both Standard Single Mode and Dispersion Shifted fiber types, only 1550 nm testing will be conducted. This power testing will ensure fiber continuity and the absence of crossed fibers in the span. Power testing will only be conducted where the Leased Fiber is terminated by EZEE FIBER in fiber distribution panels at both ends of the span. The Power testing described in this Exhibit A will be used to determine acceptance (and the effective Delivery Date) of the Leased Fibers pursuant to the Dark Fiber Service(s) Supplement.
2. OTDR testing: Unless otherwise required pursuant to an Order Form, and as most spans will consists of both Standard Single Mode and Dispersion Shifted fiber types, only 1550 nm testing will be conducted.



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3. OTDR testing will be conducted on a bi-directional basis for each Leased Fiber in each span at the appropriate wavelengths for the Leased Fiber described above. However, if due to length or attenuation reasons that the Leased Fiber span exceeds the dynamic range of an OTDR, a portion or the entire span may be tested on a unidirectional basis only. Alternatively, the Leased Fiber span may be divided into shorter testing spans, to the extent reasonably possible, to obtain bi-directional analysis. Also, in instances where a customer intends to accept Leased Fiber that is not terminated at one end by EZEE FIBER in a fiber distribution panel (such as in a manhole or handhole) only unidirectional testing will be performed.
4. Customer should also note that the loss and/or reflectance of the front-end connector (as measured using a launch cord) is only an indicator of a problem such as a defective port, bulkhead, or the like. Since a different patch cord will be used by Customer (that connects to their equipment, for example) to mate to this connector, a different loss and/or reflectance may occur.