

Customer Information

Customer Status: Existing Customer

Customer Name: VILLAGE OF PLEASANTVILLE VOICE

Billing Address: 80 WHEELER AV Pleasantville NY 10570
Street Address Suite City State Zip Code

Billing Contact: Eric Morrissey *Phone* 914-769-1940 *Email* administrator@pleasantville-ny.gov

Order Contact: Eric Morrissey *Phone* 914-769-1940 *Email* administrator@pleasantville-ny.gov

Lightpath Contact: Jaclyn O'Brien *Phone* 516-803-8252 *Email* jaclyn.obrien@lightpathfiber.com

Lightpath Services

The above Customer agrees to the ordering of the following Services:

Order Type: Renewal Account #: 44834
 Service Location Type: LIT Service Location Type:
 'A' Location: 80 Wheeler Ave, Pleasantville, NY 10570 'Z' Location:
 Demarc: Existing Existing Demarc:
 Type II:

		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
1	Internet Voice Bundle 15,000 10Mb	\$765.00	1	\$765.00	\$0.00
2	IPv4 29-6 Addresses	\$0.00	1	\$0.00	\$0.00
3	Managed Router	\$0.00	1	\$0.00	\$0.00

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4	Hosted Voice 2.0 Package 50	\$675.00	1	\$675.00	\$0.00
5	IP DIDs for Hosted Voice	\$0.00	86	\$0.00	\$0.00
6	Analog Line for Hosted Voice 1.544Mb	\$0.00	9	\$0.00	\$0.00
7	Hosted Voice Standard Phone SPA504G	\$0.00	1	\$0.00	\$0.00

Service Term: 3 years

Total Monthly Recurring Charge: \$1,440.00

Total Installation Charge: \$0.00

For Internal Use Only

Remarks

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at alticebusiness.com. Cablevision Lightpath LLC ("Lightpath"), with offices at 1111 Stewart Avenue, Bethpage, New York 11714, executes this Service Agreement on its behalf and on behalf of its subsidiaries and affiliates. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges including [Universal Service Fund](#) for point-to-point Services.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cablevision Lightpath LLC

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Agreement Terms and Conditions

Lightpath Service: All services (“Service(s)”) ordered by Customer from Lightpath shall be subject to Lightpath’s acceptance of this Service Agreement and any applicable Addenda (“Agreement”) listing the Service and fees associated with the requested Service. Product information may be viewed at alticebusiness.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term (“Initial Service Term”) shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, the term of this Agreement shall continue on a month-to-month basis unless thirty (30) days prior written notice of termination is sent by one party to the other party. Lightpath may modify rates on thirty (30) days notice during the month-to-month term.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use (“Start of Service Date”). Service is considered to be available for use when connectivity is established to the Lightpath demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Lightpath. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges including Universal Service Fund* (USF). Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed via the customer portal at alticebusiness.com.

*Subject to the FCC mixed use, 10% Rule (47 CFR 36.154, 4 FCC Red 1352). Absent a USF certification exempt form signed by Customer indicating that Intrastate Pt to Pt Transport Services carry 10% or less interstate traffic, Lightpath shall assess USF charges in accordance with FCC rules. [USF Certification Form](#), provided hereto, can also be obtained by contacting Customer Support at care@alticeusa.com or 1-866-611-3434. Customer will be responsible for informing Lightpath of any changes to the traffic usage on all Intrastate Pt to Pt Transport Services and will inform Lightpath of any such changes by promptly submitting an updated Certification form.

5. **New Build:** A “New Build” is a site to which Service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Lightpath’s control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build (“LIT”):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready (“CNR”) for Lightpath to deliver Service and/or complete installation to the Lightpath demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Lightpath to complete installation within ten (10) business days from such projected installation date, Lightpath will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party (“Type II”) is priced on an individual case basis. Type II Service will terminate at the minimum point of entry (“MPOE”) demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Lightpath. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Lightpath SecureNet Service / Lightpath SecureNet Plus Service:** Lightpath SecureNet Service/Lightpath SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Lightpath Internet Service (over fiber) with Managed DDoS Protection Service. Lightpath SecureNet Service also provides an option to add Managed Security Gateway Service. Lightpath SecureNet Plus Service includes Managed Security Gateway Service along with the advanced Unified Thread Management (UTM) feature. Lightpath SecureNet Service/Lightpath SecureNet Plus Service is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and, as applicable, Managed Security Gateway Service Attachment Additional Terms and Conditions as set forth below.

11. **Contact Center Service:** Call recordings under Contact Center Service purchased pursuant to this Agreement will be stored and automatically deleted after thirty (30) days unless otherwise contracted for. Customer understands that recording a call without the consent of all participants on that call may be illegal in some States. Customer is solely responsible for ensuring compliance with all applicable laws regarding the Service and shall indemnify Lightpath for any third party claims with respect to use of the call recording feature.
12. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Lightpath Internet Service (over fiber) only, will monitor, detect and mitigate Lightpath Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Lightpath Internet Service/traffic only.
13. **Service Attachment Additional Terms and Conditions:** Audio and Web Conference Service, Business Premier Technical Support Service (BPTS) / Business Premier Protection & Support Service (BPPS), Dark Fiber Service, Enterprise Endpoint Security Service, Managed Security Gateway Service, Managed WiFi Service, SMART WiFi Service, Student WiFi Service, and SD-WAN (Software Defined Wide Area Network) Service purchased pursuant to this Agreement are subject to the specific product Service Attachment Additional Terms and Conditions attached hereto, as applicable.
14. **Unified Communication Service:** Unified Communication Service purchased pursuant to this Agreement is offered in conjunction with the End User License Agreement (EULA) presented to each end user in a click-to-agree format during the initial license installation login process.
15. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
16. **Service Level Agreement:** The [Service Level Agreement](#) (“SLA”) at [alticebusiness.com/terms](#) sets forth Customer’s sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
17. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Lightpath’s [Acceptable Use Policy](#) at [alticebusiness.com/terms](#). Lightpath reserves the right to suspend Service or terminate this Agreement for a violation of the Acceptable Use Policy.
18. **Privacy Practices:** Lightpath’s [Privacy Policy](#) at [alticebusiness.com/terms](#) along with Security Procedures sets forth Lightpath’s commitment to respecting and protecting the privacy of its customers.
19. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement including, but not limited to, Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Lightpath under the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath’s Regulations and Schedule of Charges are subject to [Additional Terms and Conditions for Non-Tariff Services](#) at [alticebusiness.com/terms](#).

All other Services purchased pursuant to this Agreement including, but not limited to, voice service(s) are subject to the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath’s Regulations and Schedule of Charges as set forth at [alticebusiness.com/terms](#).

20. **Use of Service:** Lightpath’s Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, text broadcast, or for any use that could harm or interfere with the ability of Lightpath or others to use Lightpath’s Network (“Prohibited Use”). Lightpath shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use. Customer will be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of Service. Customers with unlimited usage plans may be subject to usage charges for use deemed excessive or atypical outside of standard business customer usage, as determined by Lightpath.
21. **Service Limitations:** Customer acknowledges and agrees that (a) criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented; (b) information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures; and (c) information technology “hackers” and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools which result in ever-growing security risks and potential for causing damage to persons and property. Lightpath does not make any representation or warranty that Customer’s or any third party’s information technology, software, information, equipment, facilities, or personnel are, or will be, secure or safe from harm or secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding and that Customer has a responsibility to actively monitor the functions of its systems and to back up its data regularly. Lightpath does not provide or represent or warrant that Services or products Lightpath provides will ensure Customer’s compliance with any particular law including, but not limited to, any law relating to security or privacy. Customer is solely responsible for complying with the legal obligations of all data protection legislation, in particular with the legality of transmission of data to Lightpath and the legal requirements for processing of data.
22. **Confidentiality:** “Confidential Information” consists of all information disclosed, whether written or oral, by one party (the

“Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being “proprietary” or “confidential” or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party’s customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

23. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
24. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.

