

## **Managed Infrastructure Services Schedule**

Last Updated September 2022

**1** This Managed INFRASTRUCTURE SCHEDULE sets forth the additional terms and conditions under which 46 Labs will provide Infrastructure Services to the Customer.

### **2 Definitions.**

“Circuit Services” shall mean the subset of 46 Labs provided Services including for example: fiber ethernet, ethernet over copper, ethernet over coax, ethernet over dsl, broadband, wireless, satellite, fast ethernet, gigabit ethernet.

“CFA” shall mean circuit facilities assignment.

2.1 “DS1” Circuit shall mean a digital signal operating at 1.55 megabits per second as is common convention in the industry.

2.2 “Infrastructure-FUP” shall mean and refer to the fair use policy for this service as described in Attachment 1 to this agreement and incorporated herein.

2.3 “Infrastructure Services” shall mean the datacenters, security devices, cables, routers, switches, hosts, computer nodes, physical servers, and other equipment 46 Labs uses to host the Services for use by the Customer.

2.4 “Managed Data Services” shall mean the data circuits provided and managed by 46 Labs for the Customers use as further described in the applicable SO.

2.5 “Managed Device Services” shall mean the device management service to be provided by 46 Labs to Customer which enables the on-boarding, connection, updates, and lifecycle management of different types of connected devices, including but not limited to, cables, routers, switches, hosts, computer nodes, physical servers, and other equipment deployed over the cloud as further described in the applicable SO.

### **3 Service Limitations, Service Delivery.**

3.1 Infrastructure Service Limitations and Requirements.

3.1.1 General Scope of Services. Infrastructure Services shall include: (i) the deployment, administration, monitoring and maintenance of the licensed software, telecommunication devices and/or server hardware at a 46 Labs hosting center; a third party hosting location; or on the Customer’s premises (ii) implementation of Managed Data Services and Managed Device Services on behalf of Customer (iii) monitoring Managed Data Services and Managed Device Services that are reasonably within the control of 46 Labs or 46 Labs’ internet service provider, and (iv) installation of all

updates, upgrades, releases, error corrections, and enhancements of software to manage the Managed Data Services or Managed Device Services.

3.2 Best Efforts/Use of public networks. Unless specifically identified as private managed connectivity in the associated SO, all Managed Connectivity Services may traverse public networks and are provided in accordance with industry standard “best efforts” basis.

3.2.1 Troubleshooting. 46 Labs is not responsible for troubleshooting Customer voice or internet issues beyond the 46 Labs supplied Gateway, including voice or internet service located at a remote location or on Customer’s LAN and internal network, firewalls, routers, switches, and wiring/cabling. Customer may be assessed a professional service fee for any such work.

3.2.2 Technology Changes. Due to technology advancements and changes to third party licenses software, 46 Labs may change, discontinue, or deprecate the Infrastructure Service or change or remove features or functionality of the Infrastructure Service from time to time. 46 Labs will provide Customer with prior notice of any material changes or discontinuance.

3.2.3 Infrastructure Control. 46 Labs may, in its sole discretion (i) reengineer 46 Labs network components and/or, unless at a Customer location described in the SO, change locations where Services are performed; (ii) perform its obligations through its subsidiaries or affiliates, or through the use of selected independent subcontractors; and (iii) modify and/or replace technology or service architectures relating to the Services.

3.3 Service Delivery.

3.3.1 Delivery of Circuit. Unless specifically stated otherwise in a 46 Labs order form, all loop installs are quoted with delivery to the LEC MPOE. Customer is liable for any loop Demarc Extension from the LEC MPOE. Customer is responsible for ensuring that all Demarc Extensions are completed, ordered, and approved by the LEC prior to any local loops being dropped by the LEC at Customer’s MPOE. In the event Customer fails to complete the Demarc Extension or order appropriate Demarc Extensions prior to the LEC’s local loop drop, Customer shall be fully responsible for all associated costs as of the date of local loop drop. For Ethernet services, the Customer is responsible for ensuring there are adequate facilities at the premises’ primary MPOE to receive 46 Labs’ service, including power and backboard / rack. The Customer will also be responsible for providing any wiring extension beyond the primary MPOE. Customer will be responsible for any additional unforeseen construction costs including, without limitation, inside wiring administration and special installation costs. 46 Labs will pass through any costs 46 Labs incurs that are associated with extending wiring beyond the

premises' primary MPOE. In the event the Customer chooses not to make the necessary upgrades, the Customer shall nevertheless be responsible for all associated cancellation fees. Where applicable, 46 Labs will deliver a CFA at the underlying circuit provider designated building and suite/cage. It is the Customer's express responsibility to order and pay for all in building local loop circuits or cross-connects required to connect Customer's facilities to the underlying circuit provider assigned CFA.

3.4 Internet Services. All Internet services provisioned under this agreement are provided as information services, and not as telecommunication services for the purposes of regulation.

3.5 Rights to IP Addresses and Circuits. Customer agrees that IP addresses are not guaranteed, transferable or provided for further distribution. Upon termination of the Agreement, any SO, or cancellation of any service, all rights to circuits ordered on behalf Customer will revert to 46 Labs, and Customer shall have no rights to the continued use of them regardless of provider. 46 Labs does not represent or warrant that IP Addresses used by Customer in conjunction with the service will be available to Customer after termination or cancellation.

3.6 Bandwidth Measurements. 46 Labs and its underlying providers will only utilize Iperf or RFC-2544 testing terminating to on-net facilities and for bandwidth speed performance testing. The Parties acknowledge that industry standards for the usable portion of the bandwidth is approximately 80% – 85% of any given Ethernet connection. Customer understands and agrees that because of additional overhead necessary for transmission protocols and routing, the measured speed will always be less than the rated speed of a connection. Throughput and other testing that includes customer equipment, firewalls and networks may experience further reduction in throughput and will not be considered valid for bandwidth testing purposes.