

GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.



Multiple Award Schedule

FSC Group: Information Technology
FSC Class: DG10

Contract Number: 47QTCA26D0021

Cablevision Lightpath LLC

1111 Stewart Ave.
Bethpage, NY 11714
Telephone: 877-544-4872
<https://lightpathfiber.com/>

Contract Administrator:

Amy Rowe, Director Legal Ops & ESG

E-mail: Amy.rowe@lightpathfiber.com / Phone: 720-201-7203

Contract Period: December 04, 2025 – December 03, 2030

Business Size/Status: Other than Small Business

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

Pricelist current as of modification #PS-0002 effective January 15, 2026

Prices shown herein are NET (discount deducted).



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CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s):

SINs	Recovery	SIN Title
54151ECOM	54151SRC/STLOC	Information Technology Professional Services
OLM	OLMRC/STLOC	Order-Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Please refer to our pricing in GSA Advantage.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert "Not applicable" for this item:

Not Applicable

2. Maximum Order:

SIN 54151ECOM: \$500,000
SIN OLM: \$250,000

3. Minimum Order:

\$100

4. Geographic coverage (delivery area).

Domestic Only

5. Point (s) of Production (city, county, and State or foreign country):

United States

6. Discount from List Prices or statement of net price:

Government Net Prices (discounts already deducted.)

7. Quantity Discounts:

Additional 1% for task orders at \$350,000 and above

8. Prompt Payment Terms:

Net 30 days
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

9. Foreign Items (list items by country of origin):

Not Applicable

10a. Time of Delivery:

90 days ARO

10b. Expedited Delivery:

Contact Contractor

10c. Overnight and 2-Day Delivery:	Not Applicable
10d. Urgent Requirements:	Contact Contractor
11. F.O.B. Point(s):	Destination
12a. Ordering Address(es):	Cablevision Lightpath LLC Attn: Anthony Rasco 1111 Stewart Ave. Bethpage, NY 11714 E-mail: anthony.rasco@lightpathfiber.com Phone: 917-838-8393
12b. Ordering Procedures:	See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment Address(es):	Cablevision Lightpath LLC Attn: Kim Debillio P.O. Box 788632 Philadelphia, Pennsylvania 19178-8632 E-mail: billing@lightpathfiber.com Phone: 617-806-5046
14. Warranty Provision:	See Master Service Agreement
15. Export Packing Charges, if applicable:	Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable):	Not Applicable
17. Terms and conditions of installation (if applicable):	Not Applicable
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):	Not Applicable
18b. Terms and conditions for any other services (if applicable):	Not Applicable
19. List of service and distribution points (if applicable):	Not Applicable
20. List of participating dealers (if applicable):	Not Applicable
21. Preventive maintenance (if applicable)	Not Applicable
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):	Not Applicable
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other	Contact Contractor

location). ICT accessibility standards can be found at <https://www.section508.gov/>.

- 23. Unique Entity Identifier (UEI) Number: C3MDJ5VMX497
- 24. Cablevision Lightpath LLC **is** registered and active in the System for Award Management (SAM).

CONTRACT OVERVIEW

Cablevision Lightpath LLC a GSA Federal Supply Schedule contract for Multiple Award Schedule (MAS), Contract No. 47QTCA26D0021. The contract was awarded on December 04, 2025. The current contract period is December 04, 2025 – December 03, 2030. GSA may exercise a total of up to three additional 5-year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

CONTRACT ADMINISTRATOR

Amy Rowe, Director Legal Ops & ESG
Cablevision Lightpath LLC
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Bethpage, NY 11714
Telephone: 720-201-7203
Email: amy.rowe@lightpathfiber.com

MARKETING POINT OF CONTACT

Christopher Knight, VP Marketing
Cablevision Lightpath LLC
1111 Stewart Ave.
Bethpage, NY 11714
Telephone: 703-507-3316
Email: christopher.knight@lightpathfiber.com

CONTRACT USE

This contract is available for use by all federal government agencies, as a source for the Multiple Award Schedule (MAS) for worldwide use. Executive agencies, other Federal agencies, mixed –ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS

The Special Item Numbers (SINs) available under this contract provide services across the full life cycle of a project. When task orders are placed, they must identify the SIN or SINs under which the task is being executed. Cablevision Lightpath LLC has been awarded a contract by GSA to provide services under the following SINs:

54151ECOM	Electronic Commerce and Subscription Services
OLM	Order-Level Materials (OLM)

Please refer to GSA eLibrary (www.gsaelibrary.gsa.gov) for detailed SIN descriptions.

INSTRUCTIONS FOR PLACING ORDERS FOR SERVICES BASED ON GSA SCHEDULE HOURLY RATES

GSA provides a streamlined, efficient process for ordering the services you need. GSA has already determined that Cablevision Lightpath LLC meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders; facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

If it is determined that your agency needs an outside source to provide MAS services, follow these simple steps:

Orders under the Micro-Purchase Threshold	
Select the contractor best suited for your needs and place the order.	
Orders in-between the Micro-Purchase Threshold and the Simplified Acquisition Threshold	
- Prepare a SOW or Performance Work Statement (PWS) in accordance with FAR 8.405-2(b). - Prepare and send the RFQ (including SOW and evaluation criteria) to at least three GSA Schedule contractors. - Evaluate, then make a "Best Value" determination. Note: The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.	
Orders over the Simplified Acquisition Threshold	
- Prepare the RFQ (including the SOW and evaluation criteria) and post on eBuy to afford all Schedule contractors the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable, consistent with market research, to reasonably ensure that quotes are received from at least three contractors. - Seek price reductions. - Evaluate all responses and place the order, or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR 8.405-2(d)). Note: The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.	
Developing a Statement of Work (SOW)	Preparing a Request for Quote (RFQ)
In the SOW, include the following information: - Work to be performed, - Location of work, - Period of performance; - Deliverable schedule, and - Special standards and any special requirements, where applicable.	- Include the SOW and evaluation criteria; - Request fixed price, ceiling price, or, if not possible, labor hour or time and materials order; - If preferred, request a performance plan from contractors and information on past experience; and include information on the basis for selection. - May be posted on GSA's electronic RFQ system, e-Buy

For more information related to ordering services, go to <https://www.gsa.gov/schedules>

BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g. estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.

PRODUCT PRICING – SIN 54151ECOM



To view the complete catalog of products available under this GSA Schedule, please search under our contract number (47QTCA26D0021) at the [GSA Advantage!](http://www.gsaadvantage.gov) website.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT and all attachments utilized by the Parties herein and hereafter are incorporated into and made part hereof (the “**MSA**”), effective as of the last date of execution below (the “**Effective Date**”), is made by and between Cablevision Lightpath LLC with offices with offices at 1111 Stewart Avenue, Bethpage, New York 11714 (“**Lightpath**”) and _____ with its principal office located at _____ (“**Customer**”). Lightpath and Customer are collectively referred to as the “**Parties**” or each individually as a “**Party**”.

1. APPLICABILITY, SERVICES AND AFFILIATES.

1.1 Applicability. This MSA establishes the framework under which Customer can purchase telecommunication and related services from Lightpath from time-to-time (each, a “**Service**”), and consists of: (i) these general terms and conditions (the “**General Terms**”); (ii) the relevant service attachment(s) which contains additional terms specifically related to the Service being provided to Customer (each, a “**Service Attachment**”); (iii) a service order documenting the Service being purchased by Customer (each, a “**Service Order**”); and (iv) any other document incorporated by reference in the Service Order. Lightpath’s acceptance of Customer’s Service Order is expressly made conditional on Customer’s acceptance of the terms of this MSA and the applicable Service Attachment as referenced in the Service Order, which are in lieu of any additional or different terms contained in Customer’s purchase order or any other document of communication pertaining to Customer’s Service. For the avoidance of doubt, Lightpath has no obligation to accept any Service Order from Customer.

1.2 Affiliates. Services may be provided by Lightpath or by an Affiliate of Lightpath at sole discretion of Lightpath. Additionally, Service Orders may be executed between Customer and an Affiliate of Lightpath, which will be subject to the terms of the MSA. The term “**Affiliate**” means, with respect to either Party, an entity now or in the future, directly or indirectly controls, is controlled by or is under common control with a Party. For purposes of this section “control” means the ownership of (i) fifty percent (50.0%) or more of the voting power at general meetings, or (ii) fifty percent (50%) or more of the nominal value of the issued share capital.

2. ACCEPTANCE, ACCESS AND TERM.

2.1 Service Acceptance Date. Lightpath will make commercially reasonable efforts to accommodate Customer’s requested Service availability date. Lightpath will notify Customer of Lightpath’s best estimate of when the Service will be available for Customer’s use (“**Projected Availability Date**”). Failure to meet the Projected Availability Date will not constitute a breach of this MSA or any Service Order, and Lightpath will not be liable to pay Customer any credits, penalties, or damages. The “**Service Acceptance Date**” for each Service purchased by Customer will be the earliest of: (i) the date on which Lightpath informs Customer that the Service is ready for use; (ii) the date Customer first uses the Service; (iii) the date on which the Customer provides notice of acceptance of the Service; or (iv) in the event that Customer has notified Lightpath in writing of a Defect in the Service within four (4) days of the date that Lightpath notifies Customer that the Service is ready, the date on which such Defect in the Service is cured. Notwithstanding the foregoing, in the case of Customer’s renewal of an existing Service, the Service Acceptance Date for the renewed Service will be the later of: (a) thirty (30) days from the Effective Date of the applicable Service Order, or (b) the day immediately following the expiration date of the then-current Service Term of such Service, unless otherwise detailed in the applicable Service Order. A “**Defect**” exists if the Service fails to materially perform in accordance with its technical specification as set forth in the applicable Service Attachment.

2.2 Customer Delivery Delay. Notwithstanding anything to the contrary contained herein, Customer may request a one-time delay in the delivery of a Service for up to thirty (30) days (the “**CNR Period**”) by providing written notice to Lightpath no less than five (5) days before the Projected Availability Date of such Service. If Customer is still not ready to accept the Service or has not provided access to Lightpath to complete delivery of the Service by the end of the CNR Period, then such Service will be deemed to be accepted by Customer and the Service Acceptance Date will be the first day following the CNR Period.

2.3 Access. Where Lightpath requires access to a Customer Location in order to provide, construct, install, test, operate, maintain, inspect, repair, replace, and remove the Services, Customer will grant or will obtain the grant to Lightpath of such rights of access to each Customer Location, including all necessary licenses, easements, leases, waivers, consents and any other agreements necessary to allow Lightpath to access the Customer’s Location. Customer will advise Lightpath of all health and safety rules and regulations and any other reasonable security requirements at the Customer Location. Further, Customer will provide Lightpath with such facilities, information and cooperation as Lightpath reasonably requires to perform its obligations herein. The term “**Customer Location**” means the space owned, leased or otherwise under control of the Customer or its end-user at which Services are to be provided, including without limitation locations of interconnection, termination and origination.

2.4 Service Term. The term for each Service begins on the Service Acceptance Date and expires upon the end of the service term specified in the applicable Service Order (the “**Service Term**”), unless earlier terminated as provided herein. The Service Term for each Service will automatically extend for consecutive one-year renewal terms, unless either Party notifies the other Party of its intent not to renew the Service at least sixty (60) days prior to the expiration of the then-current Service Term.

2.5 MSA Term. The term of this MSA commences on the Effective Date and continues through the later of: (i) ten (10) years from the Effective Date, or (ii) upon the expiration of the last active Services Order, unless earlier terminated as provided herein.

3. TELECOMMUNICATION EQUIPMENT AND NETWORK.

3.1 Service Equipment and Service Network. The telecommunication equipment and materials owned, leased or obtained by Lightpath to provide the Services (the “**Service Equipment**”), and any cabling, software, network, system, or transmission facility owned or leased by Lightpath or operated or managed on behalf of Lightpath that is used to deliver the Services (the “**Service Network**”) will remain the sole and exclusive property of Lightpath. Customer will not move, relocate, modify, damage, encumber, or in any way interfere with the Service Equipment or Service Network. Ownership of the Service Equipment and Service Network does not pass to Customer at any time and all rights and title to such equipment and network remains with Lightpath.

3.2 Customer Obligations. Where Lightpath provides Service Equipment, Customer warrants that it will: (i) use the Service Equipment only for the purpose of receiving Services and in accordance with Lightpath’s reasonable instructions and / or any software license that may be provided with the Service Equipment; (ii) not move, relocate, modify, damage, or in any way interfere with the Service Equipment; (iii) insure and keep insured all Service Equipment against theft and damage; (iv) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (v) permit Lightpath to inspect, test, maintain, replace, and remove the Service Equipment at all reasonable times and during an emergency; and (vi) upon termination of any of the Services, follow Lightpath’s reasonable instructions with respect to the return of the Service Equipment. Should any construction or alteration to the Customer Location have occurred to provide the Services, Lightpath is not obligated to restore the Customer Location to the same physical condition as prior to the delivery of the Services. Lightpath has no obligation to install, maintain, repair or remove any Customer owned or leased equipment necessary to utilize the Service.

3.3 Customer Equipment. Customer will, at its own expense, procure all equipment necessary to utilize the Service (“**Customer Equipment**”). Lightpath is not responsible for providing, installing, connecting, maintaining or repairing Customer Equipment connected with any Lightpath Service. Service charges will continue to apply regardless of the interoperability and / or availability of any Customer Equipment. Customer is responsible for ensuring that Customer Equipment connected to Service Equipment and facilities meets network interface requirements and operates in accordance with the manufacturer’s specifications and with FCC regulations applicable to the Customer Equipment. Customer represents and warrants that it is certified to do business in all jurisdictions in which it conducts business and is in good standing in all such jurisdictions.

4. CHARGES AND PAYMENT TERMS.

4.1 Charges, Invoicing and Payment. The charges for Service ordered under this MSA are set forth in the Service Order. Customer will be responsible for payment of all charges applicable to the Service for the entire Service Term specified in the applicable Service Order. Lightpath will issue invoices to Customer monthly in advance. The monthly-recurring charge (the “**MRC**”) for the Service will begin on the Service Acceptance Date, and all non-recurring charges (the “**NRC**”) for the Service will be invoiced after execution of the applicable Service Order. Customer will pay Lightpath invoices within thirty (30) days of the invoice date (the “**Due Date**”). Amounts not paid on or before the Due Date will be past due, and interest will accrue on any past due amount until paid in full at the monthly rate of one and one-half percent (1.5%) or the highest rate permitted by law. Further, Lightpath will be entitled to recover from Customer all collection costs, including attorney fees. If Customer’s account(s) reflects a credit balance, Customer must designate, in writing, within thirty (30) days of such credit balance the account(s) and charge(s) to which such credit balance is to be applied. Otherwise, Lightpath may elect to apply any undesignated credit balance to the account(s) with the oldest unpaid charges without prejudice to any other rights under applicable law.

4.2 Taxes and Other Charges. All charges set forth in a Service Order are exclusive of all applicable international, federal state and local taxes, including without limitation all use, sales, value-added, excise, gross receipts, franchise, license, privileges or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges however designated, incidental to or based upon the provision, sale or use of Service including the Universal Service Fund surcharge. Customer will not be obligated to pay taxes on Lightpath’s net income. Customer may provide Lightpath with valid tax-exemption certificate demonstrating that it maintains tax-exempt status from collection of all or part of these taxes. Customer will reimburse Lightpath for any taxes, including any penalties and interest, that Customer is responsible for paying.

4.3 Disputed Invoices. Customer may dispute any portion of an invoice in good faith provided Customer pays the undisputed portion of the invoice and submits a written claim for the disputed amount. All claims must be submitted within ninety (90) days of the invoice date and Customer waives the right to dispute any charges if the claim is not received within such ninety (90) day period. In the event the dispute is resolved against Customer, Customer will pay such amounts plus interest at the rate set forth above within ten (10) days of the resolution of the dispute. Any disputed amounts resolved in favor of Customer will be credited to Customer’s account on the next invoice following resolution of the dispute.

4.4 Credit Approval and Deposits. The initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Lightpath to make inquiries and to receive information about Customer’s credit history from others and to enter this information in Customer’s records. Lightpath, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, Lightpath may require Customer to make a deposit (in an amount determined solely by Lightpath) as a condition to Lightpath’s provision of the Services, or as a

condition to Lightpath's continuation of the Services. The deposit will not bear interest and will be held by Lightpath as security for payment of Customer's charges. If Lightpath uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Lightpath. If the provision of Service to Customer is terminated, or if Lightpath determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Lightpath.

5. DEFAULT AND REMEDIES.

5.1 Default By Customer. In the event Customer: (i) fails to pay all amounts by the Due Date and such failure is not cured within five (5) days after receipt of notice thereof, or (ii) breaches any other provision or obligation of this MSA and such breach is not cured within thirty (30) days after receipt of notice thereof, Lightpath may, at its sole discretion, either: (a) terminate any Service(s), (b) suspend any Service(s), and / or (c) pursue any other rights or remedies at law or in equity without further notice to Customer.

5.2 Customer Insolvency. In the event Customer becomes insolvent, files for bankruptcy, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, or initiates any proceeding seeking general protection from its creditors, Lightpath may, at its sole discretion, either: (i) terminate any Service(s), or (ii) suspend any Service(s) upon notice to Customer.

5.3 Default by Lightpath. Customer may terminate a Service in the event Lightpath materially breaches its obligations herein and such breach is not cured within sixty (60) days after receipt of notice thereof; provided, however, if such breach is capable of being cured within a reasonable time that may be greater than sixty (60) days and Lightpath continuously pursues to cure such breach, then Customer may not terminate such Service.

5.4 Disconnection Requests. At any time during the Service Term, Customer may submit written requests for disconnection of Service to Lightpath. The disconnection effective date will be thirty (30) days from the later of: (i) Lightpath's receipt of such disconnection request from Customer, or (ii) the date that all traffic on the circuit(s) has stopped as confirmed by Lightpath. In the event, Lightpath has provided to Customer a Carrier Facility Assignment ("CFA") for its interconnection(s) to the Service Network, Lightpath will continue to bill Customer for the requested disconnected Service(s) until Customer provides written documentation to Lightpath that such interconnection(s) has been removed from the Lightpath provided CFA. Further, and in the sole discretion of Lightpath, Lightpath may act on behalf of and as agent for Customer to terminate all interconnection(s) relating to such Service, including interconnection(s) purchased directly by Customer. Upon request of Lightpath, Customer will promptly confirm to the applicable interconnection(s) vendor that Lightpath is authorized to terminate such interconnection(s) on behalf of Customer.

6. INDEMNIFICATION, LIMITATION OF LIABILITY AND WARRANTIES.

6.1 Customer Indemnification. Customer agrees to indemnify, defend, release and hold Lightpath, its Affiliates, directors, officers, employees, workers, and agents harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and costs) by reason of any third party action, claim, suit, judgment, damage, demand, loss, cost, expense or penalty against Lightpath arising from or in connection with this MSA for: (i) bodily injury; (ii) property damage; (iii) use of the Service in violation of this MSA or applicable law; (iv) Customer's unauthorized modifications to the Service or combinations thereof; or (v) unauthorized use of the Service by any person or entity using Customer's system or network.

6.2 Lightpath Indemnification. Lightpath agrees to indemnify, defend, release and hold Customer, its Affiliates, directors, officers, employees, workers, and agents harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any third party action, claim, suit, judgment, damage, demand, loss, cost, expense or penalty against Customer arising from or in connection with this MSA for: (i) bodily injury; (ii) property damage; or (iii) violation of applicable law.

6.3 Indemnification Process. In the event any action is brought against the indemnified Party, such Party will immediately notify the indemnifying Party in writing, and the indemnifying Party, upon the request of the indemnified Party, will assume the cost of the defense thereof on behalf of the indemnified Party and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified Party in connection therewith, provided that the indemnified Party will not be liable for any settlement of any such action effected without its written consent.

6.4 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO INDEMNIFICATION, CONFIDENTIALITY AND PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EITHER PARTY'S MAXIMUM LIABILITY HEREIN WILL BE LIMITED TO THE AGGREGATE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO LIGHTPATH FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY SUCH LIABILITY.

6.5 WARRANTIES. UNLESS OTHERWISE EXPRESSLY SPECIFIED UNDER THIS MSA, LIGHTPATH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREIN. LIGHTPATH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AS WELL AS ANY WARRANTIES REGARDING THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY CUSTOMER EQUIPMENT.

7. CONFIDENTIALITY. Unless the Parties have already executed a nondisclosure agreement, in which case the terms thereof will supersede this Section and made part of this MSA, all information concerning or in any way relating to this MSA will be treated as Confidential Information. The term “**Confidential Information**” means all business and technical information of a Party which is non-public, confidential, trade secrets, or otherwise proprietary. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Each Party will hold in strict confidence and not disclose to any third parties any Confidential Information of the other Party without the prior written consent of a duly authorized representative of the disclosing Party. Confidential Information disclosed under this MSA will be used only by the receiving Party as necessary to perform its obligations hereunder. The obligations of confidentiality contained in this Section will not apply to any information that: (i) was already known to the receiving Party, other than under any obligation of confidentiality, at the time of disclosure by the other Party; (ii) was or becomes generally available to the public or otherwise part of the public domain other than through any act or omission of the receiving Party in breach of this MSA; (iii) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the other Party not to disclose such information to others; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed under operation of law or governmental process. In the event either Party is required to disclose the other’s Confidential Information under operation of law or government process, such Party will provide the disclosing party with reasonable advance notice prior to such disclosure.

8. MISCELLANEOUS.

8.1 Force Majeure. Neither Party will be liable to the other Party for any failure or delay in its performance caused by anything or event beyond its control such as, but not limited to, acts of God, labor disputes, embargo, weather, natural disasters, fire, terrorism, riots, wars, epidemics, any moratorium, law, order, regulation of action of any governmental body or court order, utility failures, access issues, material shortages, transportation shortages, or the actions of a third party (each, a “**Force Majeure Event**”). The payment of money is specifically excluded from the definition of a Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations herein for thirty (30) days, then either Party may in its sole discretion immediately terminate any affected Service by giving written notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Lightpath a reasonable opportunity to replace the affected Services with comparable Services. Upon such termination, Lightpath is entitled to payment of all accrued but unpaid charges accrued through the date of such termination, and Lightpath will have no further liability to Customer.

8.2 Assignment. Customer may not assign or otherwise transfer this MSA (including by merger or operation of law) or delegate its obligations herein without the prior written approval of Lightpath, which consent will not be unreasonably withheld. Subject to the foregoing, this MSA will be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Lightpath may assign this MSA: (i) to any of its Affiliates, (ii) to any entity that purchases all or substantially all of its assets or equity, (iii) or resulting from any merger, consolidation or other reorganization without notice to or consent of Customer.

8.3 Third Party Beneficiaries. Except as expressly specified in this MSA, the Parties do not intend, nor will any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this MSA from either Lightpath or Customer.

8.4 Governing Law. This MSA will be interpreted under and governed by the laws of the State of New York, without regard to its choice of laws principles. The Parties agree that New York will be the proper place of jurisdiction for the determination of any disputes arising from this MSA, and the Parties consent to the personal jurisdiction of the courts of the State of New York.

8.5 JURY TRIAL. THE PARTIES MUTUALLY AND INTENTIONALLY AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OR ANY ACTION RELATING TO ANY DISPUTE RELATING TO OR IN THE INTERPRETATION OF THIS MSA. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS MUTUAL WAIVER IS MADE KNOWINGLY AND VOLUNTARILY.

8.6 Reliance on Counsel. The Parties agree that this MSA is the product of arms-length negotiations between the Parties, both of whom are sophisticated commercial parties of equal bargaining power, and that neither Party has in any manner relied on the other Party’s expertise and / or superior knowledge, if any, in entering into this MSA. Each Party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into this MSA. Each Party represents that it has read, knows, understands and agrees with all of the terms and conditions of the MSA, including the terms of all applicable Service Attachments, Services Orders, and all other documents incorporated into this MSA. The terms of this MSA will not be construed against either Party as the drafter.

8.7 Remedies. Except as expressly provided herein (e.g., Service Credits), the rights of Lightpath and Customer hereunder are cumulative, and no exercise or enforcement by either Party hereto of any right or remedy hereunder will preclude the exercise or enforcement by such Party of any right or remedy hereunder or any right or remedy to which it is entitled by law or in equity.

8.8 Compliance. Each Party will comply with all applicable federal, state, county, and local laws, rules and regulations. Further, Customer will comply with all Lightpath policies and instructions applicable to the Services.

8.9 Independent Contractor. This MSA is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth herein. At all times Lightpath and Customer will remain independent contractors, each responsible for its own employees and agents.

8.10 Non-Exclusive. This MSA is non-exclusive. Either Party has the absolute right to enter into similar arrangements with others for telecommunications services, including but not limited to Customer’s end-users or in competition with Customer.

8.11 Notices. All notices required to be given under this MSA must be given in writing and delivered either by hand delivery, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed as provided immediately below. Notices will be deemed delivered upon receipt, and a Party may change the address for notices by sending notice of such new address to the other Party.

If to Lightpath:

Cablevision Lightpath LLC
1111 Stewart Avenue
Bethpage, NY 11714
Attention: SVP of Sales

With copy to:
Cablevision Lightpath LLC
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department
legal@lightpathfiber.com

If to Customer:

With copy to:

8.12 No Waiver. Except as otherwise provided herein, neither Party will be deemed to have waived any of its rights under the MSA by virtue of any failure or refusal by that Party to exercise any right under this MSA or to require full compliance by the other Party with its obligations under this MSA.

8.13 Severability. All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the Parties.

8.14 Survival. The following provisions will survive the expiration and termination of this MSA: Sections 4, 5, 6, 7, and 8 and such other Sections or attachments hereto, that by their terms, may reasonably be expected to survive such expiration or termination.

8.15 Order of Precedence. Except as expressly provided in the Service Order, any conflicts or inconsistencies among the various documents of the MSA will be resolved by giving precedence in the following order: (i) Service Order, (ii) Service Attachment, (iii) General Terms, and (iv) any other document utilized by the Parties herein.

8.16 Entire Agreement. This MSA, including all Service Attachments, Service Orders, and other documents attached hereto and executed hereunder constitutes the entire understanding of the Parties related to the subject matter hereof and supersedes all prior verbal and written agreements. This MSA may only be amended, modified or supplemented by an instrument in writing executed by each Party.

8.17 Construction. Section headings are provided for convenience only and will not be given affect to interpret or construe any provisions of this MSA.

8.18 Counterparts. This MSA may be executed in any number of counterparts, each of which will be deemed to be an original. Such counterparts will together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, or email PDF will be considered authentic and legally binding to the same extent as an original.

IN WITNESS WHEREOF, the Parties have caused this MSA to be executed by their duly authorized representatives as of the last date of execution below.

CABLEVISION LIGHTPATH LLC

[CUSTOMER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____