PRODUCT RIDER — DARK FIBER AND FIBERFED BUILD

Dark fiber (IRU or lease), mid-mile fiber build, and licensed microwave · Ver.1 · Effective 2026-10-18

This Rider applies where the Order Form states a **Dark Fiber**, **Fiber Build** or **Microwave** Service. It is part of the CSA. Capitalized terms not defined here have the meaning given in the Terms. In a conflict, the order of priority in Section 1.1 of the Terms applies.

> ***Commercial figures — build cost, IRU fee, O&M charge, relocation cost sharing and microwave availability — are stated on the Order Form per deal.*** *This Rider states the rules that apply to all of them.*

PART A — GENERAL

A.1 What these Services are. Where no carrier serves a Service Location, or where Customer wants fiber it controls, FiberFed builds. Three products:

- **Dark Fiber** — unlit strands over a stated route, granted as an **IRU** or a **lease** as the Order Form states. Customer lights them with its own equipment.
- **Fiber Build** — FiberFed constructs mid-mile or last-mile fiber and delivers a **lit** Service over it, under the DIA or Ethernet and WAN Rider. This Rider governs the construction.
- **Microwave** — a licensed point-to-point radio link, delivered as a lit Service.

A.2 Screening estimates are not prices. A figure produced from a terrain model, a desktop route study or a rate card, before survey, is a **screening estimate**. Vegetation, structures, ground conditions, permitting outcomes and make-ready are not modelled. **FiberFed does not guarantee a screening estimate**, and Section 1.5(c) and Section 4.2 of the Terms apply: after survey FiberFed may state the revised cost, interval or Initial Term, and Customer has 5 business days to accept, failing which the affected Service is cancelled without liability on either side, except for costs already incurred at Customer's direction.

A.3 Conditions precedent. FiberFed's construction obligations do not begin until: the Order Form is signed and the amounts due under Section 3.2 of the Terms are received; any landlord consent or Building Access Agreement required under Section 4.3 of the Terms is in place; and the permits, rights of way, pole attachments, structural approvals and spectrum authorisations identified in the design have been obtained. **FiberFed is not in breach of a delivery interval for time lost waiting on any of them.**

A.4 Permitting and third-party rights. FiberFed will pursue the necessary permits and rights with reasonable diligence. **FiberFed does not warrant that any authority, pole owner, railroad, highway department, landlord or tower operator will grant, renew or continue a right.** If a required right is refused, revoked or made conditional on a cost FiberFed did not assume, Section A.2 applies, and if the Service cannot be delivered, FiberFed may cancel it on notice with no liability beyond refunding amounts paid for that Service less costs incurred.

A.5 Cost recovery on early termination. Terms 6.3 applies in full. For these Services in particular, the **unamortized Construction cost funded by FiberFed** under Terms 6.3(b), and any third-party charges under 6.3(a), are recoverable **whether or not the Service was ever delivered**, where the reason for non-delivery is not FiberFed's uncured breach.

A.6 Ownership. All fiber, conduit, innerduct, splice enclosures, huts, cabinets, poles, towers, radios, antennas and appurtenances constructed or installed by FiberFed are **FiberFed Facilities** under Section 4.4 of the Terms and remain FiberFed's property, whatever Customer contributed to the cost, unless the Order Form expressly transfers title. A contribution to construction cost buys the Service, not the asset.

PART B — DARK FIBER

B.1 What is granted. FiberFed grants Customer the right to use the stated number of strands over the stated route for the stated term, as an **indefeasible right of use** or a **lease**, as stated on the Order Form. **No title, no real property interest, and no right of access to the fiber plant, splice points, huts or cabinets passes to Customer.**

B.2 Acceptance testing. FiberFed will deliver the strands with an acceptance test — OTDR traces in both directions and end-to-end insertion loss — against the loss budget stated on the Order Form. Customer has **10 business days** from delivery of the traces to object in writing, failing which the strands are accepted. Acceptance fixes the **Service Acceptance Date** under Section 4.7 of the Terms.

B.3 Maintenance and restoration. FiberFed maintains the fiber plant and charges the **operations and maintenance charge** stated on the Order Form. FiberFed will restore a cut with reasonable diligence, 24 hours a day. **No availability percentage and no Service Credit applies to Dark Fiber**; the remedy for a fault is repair. Section 7.2 of the Terms does not create a credit where none is stated, and the SLA does not apply to Dark Fiber (SLA 1.2).

B.4 Customer's equipment and use. Customer lights the strands with its own equipment at its own cost, and is responsible for optical power levels, safety and compliance. Customer may not splice into, test destructively, or physically access the plant. Customer may not resell the strands or grant an interest in them without FiberFed's written consent.

B.5 Relocation. Where a highway department, municipality, landlord, pole owner or other authority requires the route to be relocated, FiberFed will relocate it and the Service continues on the relocated route. **The cost of a relocation required by an authority is shared as the Order Form states**; where the Order Form is silent, FiberFed bears the cost of relocations required by an authority and Customer bears the cost of relocations it requests.

B.6 Loss of route. If the route, or a right FiberFed depends on, is lost through no fault of FiberFed and cannot be replaced on commercially reasonable terms, FiberFed may terminate the affected Service on notice. Customer owes no Termination Charge, and FiberFed will refund the unearned portion of any prepaid IRU fee, calculated straight-line over the term. **That refund is Customer's sole remedy.**

B.7 Term. Dark Fiber terms are stated on the Order Form and commonly run longer than the ladder in Section 2.2 of the Terms. Renewal is by the election on the Order Form; where none is stated, the Service continues month-to-month at the rate stated.

PART C — FIBER BUILD

C.1 Where FiberFed builds to deliver a lit Service, the Service itself is governed by the DIA Rider or the Ethernet and WAN Rider, and the Service Tier on the Order Form. This Part governs the construction.

C.2 Interval. The Order Form states the construction interval, or states that it is ICB. **The interval runs from the last of the conditions precedent in Section A.3 being met**, not from the Order Form date. Weather, permitting authorities, make-ready by third parties and force majeure extend it day for day.

C.3 Make-ready and pole attachments. Where a pole owner or utility requires make-ready, the cost and the timetable are the pole owner's. FiberFed will pass through make-ready charges as an Access Provider charge under Section 10.4 of the Terms, or state them as Construction cost, as the Order Form provides.

C.4 Route changes during construction. FiberFed may change the route where the surveyed route proves impractical, provided the Service delivered meets the Order Form. Where the change increases cost materially, Section A.2 applies.

C.5 Restoration of surfaces. FiberFed will restore surfaces it disturbs to the standard the permitting authority requires. Betterment beyond that standard is chargeable to Customer.

PART D — MICROWAVE

D.1 Path. A microwave Service depends on an unobstructed radio path between two points. The Order Form states the path, the frequency band, whether the link is licensed, and the availability design figure.

D.2 Line of sight. Where the design is based on a terrain model only, **the path has not been verified**. A field survey is required before delivery, and Section A.2 applies to the result. **A path that**

fails field survey is not a Service FiberFed has agreed to deliver, and the affected Service is cancelled under Section A.2.

D.3 Availability, weather and Microwave Service Levels. A licensed microwave link is engineered to an availability figure at a stated rain-fade margin. **Rain fade, ducting and atmospheric conditions within the engineered fade margin are not Network Unavailability**; a sustained loss of the link beyond that margin is.

Microwave Services are sold at the **Microwave Service Levels in Section 2.3 of the SLA** — **MW-97**, **MW-99** or **MW-99.99** — and not at the fiber tiers. The level is stated on the Order Form and is set from the design:

- **MW-97 (97%)** — single path, standard spares and repair; target restoration **24 business hours**.
- **MW-99 (99%)** — single path with staged spares and a pre-positioned repair capability, priced accordingly; target restoration **8 hours, 24x7**.
- **MW-99.99 (99.99%)** — **Diverse Microwave**, as defined in Section D.3A; target restoration **4 hours**, with the surviving path carrying the Service while the failed path is restored.

Where **Managed Power Monitoring** is ordered for a Service Location, the stated target is reduced by two hours (SLA 3.4).

D.3A Diverse Microwave. A microwave Service may be sold as **Diverse** where the design provides, and engineering verifies, **all** of the following:

- **two radio paths**, each independently able to carry the committed bandwidth;
- **separate azimuths**, and **separate towers or structures wherever line of sight allows** — two radios on one structure qualify only where the design records why a second structure is not available;
- **separate outdoor and indoor units**, separately powered, with battery or generator holding both for the period stated on the Order Form;
- **diverse backhaul from the tower or structure to the FiberFed aggregation point** — two radios feeding a single fiber path from the tower **are not diverse**, and the Service may not be sold as Diverse; and
- separate entrance and cabling at the Service Location.

Where all of that is verified, **microwave is diverse in the same sense fiber is**, and Network Unavailability occurs only when **both** paths are unavailable at the same time, as in Section 4.3 of the SLA. Where any element is missing, the Service is sold at MW-97 or MW-99.

D.4 Path obstruction after delivery. Vegetation growth, new construction, or a third party's installation may obstruct or degrade the path after delivery. FiberFed will use commercially reasonable efforts to restore the link, including re-aiming, re-siting within the same structure rights, or changing the frequency where the licence permits. On a Diverse Microwave Service, obstruction of one path is restored to the MW-99.99 target while the surviving path carries the Service. **Where the path cannot be restored on commercially reasonable terms, either Party may terminate the affected Service on 30 days' notice**, Customer owes no Termination Charge, and FiberFed's unamortized Construction and any third-party charges under Terms 6.3(a) and (b) remain payable only where the obstruction was caused by Customer or its landlord.

D.5 Structures, rights and licences. Roof, tower and structural rights are obtained under Section A.3. FiberFed holds any spectrum licence unless the Order Form states otherwise. Customer will not obstruct the path, move or shield the antenna, or permit work on its structure that affects the link without notice to FiberFed.

D.6 Interference. Where a third party causes interference, FiberFed will pursue the remedies available to a licensee with reasonable diligence. **FiberFed does not warrant that interference can be eliminated**, and Section D.4 applies if it cannot.

PART E — SUPPORT PROGRAM FUNDED BUILDS

Where a build is funded under a Support Program, the **E-Rate and Rural Health Care Rider** applies as well, and Customer is responsible for the special-construction rules, the matching-funds requirements, the filing deadlines and any eligibility determination that applies to construction. FiberFed's obligations remain subject to Section 3.7 of the Terms and Section 5 of that Rider.