

## CLOUD WIFI SERVICES AND EQUIPMENT ADDENDUM

**1. DESCRIPTION OF CLOUD WIFI SERVICES AND EQUIPMENT.** Fidium will provide Cloud WiFi Services to you as set forth on your order for Cloud WiFi Services under the Agreement or a separate service order for Cloud WiFi Services (a “**Service Order**”). Each Service Order will identify the scope of the Cloud Wifi Services and/or equipment that is the subject of such Service Order. In connection with your subscription to the Cloud WiFi Services, you may rent from Fidium certain wireless and LAN equipment as described on the applicable Service Order (collectively, the “**Equipment**”) and may acquire the right to use third-party software licenses and/or subscriptions.

The Cloud Wifi Services create a Hosted and/or Managed Wireless LAN Solution. Each service item, implementation (such as Predictive or On-Site Survey, and/or cabling), support level, and hardware items identified on the applicable Service Order is referred to herein as a “**Cloud Wifi Service**” and collectively such items are referred to herein as the “**Cloud Wifi Services**.”

**2. MANUFACTURE SUBSCRIPTION REQUIREMENT AND RENEWAL.** All Cloud Wifi Equipment provided by Fidium requires an active manufacturer subscription to function. While Fidium does procure manufacturer subscriptions to correspond to the original Service Order term, Fidium will require a formal renewal to be fully executed in order to procure additional manufacturer subscriptions beyond the original term. Fidium does not auto-renew Cloud Wifi Services; CLOUD WIFI WILL CEASE TO FUNCTION AS SOON AS THE MANUFACTURER SUBSCRIPTIONS EXPIRE.

In certain cases, such as if the original implementation date of the Cloud Wifi Service is delayed or if you are using this service with previously-procured Cisco Meraki hardware, the manufacturer subscriptions may need to be renewed prior to the expiration of your Service Order. Fidium will make efforts to engage you proactively in these situations; however, you are responsible for reviewing all license expiration dates (available via the customer dashboard) and working with Fidium to purchase the subscriptions at least forty-five (45) days prior to the manufacturer subscription expiration date, or run the risk of the Cloud Wifi Service ceasing to function when the subscription licenses are turned off by the manufacturer. An order for new subscription licenses will be required in order for the hardware to regain functionality; this process can take thirty (30) to sixty (60) days to resolve.

**3. FIDIUM RESPONSIBILITY FOR CUSTOMER IMPLEMENTATION AND SUPPORT.** Fidium will perform the work described below:

- a. Fidium will assign a qualified Project Manager (“**PM**”) to be the primary contact for you.
- b. Fidium will conduct a design meeting with you to verify your requirements, cabling specifications, validate the timeline and dashboard questionnaire.
- c. If purchased, Fidium will perform an On-Site Survey as shown on the applicable Service Order. Total number of Access Points (“**APs**”) and placement design are estimates only. Once the APs have been installed at the customer premises, modifications may be required to obtain the desired level of coverage, including the need for additional APs. Fidium will notify you if additional APs are required to provide coverage desired at your sole expense.
- d. If Fidium is providing standard cabling as part of the Cloud Wifi Basic offer, additional details and definition of limitations can be found here: <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources>, which is incorporated herein. If Fidium is not

providing the cabling for you, Fidium Pre-Sales Engineer can provide the specifications for the cabling upon request.

- e. If separate network transport has been purchased in conjunction with the Cloud Wifi Services, Fidium will coordinate this Cloud Wifi project with other internal Fidium staff who are handling the network transport order.
- f. Fidium will install, verify and test the Cloud Wifi Services.
- g. Fidium will set up the Dashboard features based on the selected Cloud Wifi package.
- h. Fidium will initiate Cloud WiFi Services turn-up, and Cloud Wifi Services support.
- i. Repair efforts will be undertaken upon notification of trouble by Cloud Wifi surveillance and performance systems or by notification of trouble and release of Cloud Wifi Service by you for testing. Fidium will perform emergency maintenance on an as-needed basis and will give notice to you of such emergency maintenance only if and to the extent commercially practicable. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance and you may reschedule any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. If within Fidium’s control, all non-emergency service interruptions should take place during non-peak operation hours (i.e. between 12 am and 6 am). Fidium will make efforts to communicate periodic service and/or hardware maintenance and updates; however, in some cases, the update may take place without a proactive notification as the manufacturer periodically performs maintenance updates to AP and switch software and dashboard with minimal or no notification to Fidium. Updates may require downtime of the Cloud WiFi Service and may also affect the network service uptime/access. Downtime resulting from these updates are not subject to the performance specifications or service level commitments set forth in this Addendum.

**3.1 Training.** A link to an online training video will be provided to you by Fidium for all installations. If Cloud Wifi Complete has been purchased, a one-hour interactive training session will also be provided. This session will be scheduled and facilitated by Fidium. Additional training sessions are available upon request for a fee based on the established labor rate documented at <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources>.

**3.2 Standard Application and Service Support.** Fidium will provide standard service support to you through a single administrator identified by you who will act as a single point of contact with Fidium for all support issues. Standard support consists of the following: (i) remote troubleshooting support; (ii) administering remote programming assistance, additions and changes subject to the pricing structure available at <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources>; (iii) an Extranet website for your use, which you can use to submit and monitor trouble ticket information; and (iv) automated notification and escalation procedure for Customer Trouble Reports. Fidium assumes no responsibility for assisting in LAN issue resolution. Fidium support staff will have remote access capabilities into your network to access system components. Standard support does not include support of customer-owned or licensed end-user software or customer-owned equipment, as well as any LAN issue(s) that may affect the performance of the Cloud Wifi Services. You are responsible for (i) giving Fidium an up-to-date list of persons authorized to initiate Trouble Reports on your behalf and access network performance

information via web application or other form of communication; (ii) allow Fidium unblocked access through the network and firewall for all managed devices, (iii) providing one (1) business day advance notice to Fidium of any customer-initiated maintenance such as contact, schedule or network device configuration changes; and (iv) providing technical LAN expertise in certain cases to assist with trouble resolution.

**3.3 Additional Support Items.** Additional levels of support are available for Cloud Wifi Services. The services provided in addition to Standard service above are detailed at <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources>.

## **4. CUSTOMER RESPONSIBILITIES.**

**4.1 Site Preparation.** You will, at your own expense, be responsible for all site-preparation activities required for installation of the Cloud Wifi Services and any Equipment supplied by Fidium, including without limitation providing a professional grade lift if any access point is needing to be installed higher than 15 feet, and installing Category 5e (or better) wiring from (i) each AP network jack port to the location in your premises where a Power over Ethernet (“PoE”) data switch port is available on your LAN and (ii) from your LAN to the public Internet. You must ensure the necessary protocols and ports are permitted out of your LAN for Cloud Wifi Service management. You will ensure that appropriate environmental conditions are maintained for the Equipment and customer-supplied equipment used in connection with delivery of the Cloud Wifi Services (collectively the “Network”), and Fidium will, upon your request, identify such site preparation activities as may be required for installation and provision of the Cloud Wifi Services.

**4.2 Customer-Supplied Equipment.** You will, at your own expense, be responsible for ensuring LAN switches are capable of supporting the technical requirements of the Cloud Wifi Services. For all Cloud Wifi designs: the LAN switch(es) must (i) provide PoE (802.11af), (ii) a minimum of 1Gbps Ethernet connectivity, and (iii) a PoE budget not less than the aggregate of all PoE devices powered by the switch(es). To realize the transfer rates supported by Wi-Fi 6, 10Gbps uplinks or link aggregation groups are recommended. Additionally, Cloud Wifi deployments leveraging the MR86 Wi-Fi 6 AP with the focus on maximizing throughput will require switches with a minimum of 2.5Gbps switch ports that support 802.3at PoE+. Additionally, for designs with multiple SSIDs which correspond to disparate IP subnets, the switches (i) must be manageable, (ii) must support VLANs and (iii) must support 802.1q VLAN tagging. This requirement does not apply to a guest network operating in NAT mode and does not apply if the design only has a single SSID or multiple SSID(s) which connect to the same IP subnet. All wireless access points used in conjunction with Cloud Wifi must be connected onto a private LAN IP subnet. It is highly recommended that you also provide a router running firewall and Network Address Translation software to connect the private LAN to the public Internet.” Fidium is not responsible for the installation, maintenance, security, compatibility or performance of any equipment or software not provided by Fidium on the Network, and you will indemnify Fidium and its affiliates and agents against any infringement claims arising out of the use of such third-party equipment or software with the Cloud Wifi Services. If such third-party equipment or software impairs the Cloud Wifi Services, you will not be excused from responsibility for payment to Fidium, and if such third-party equipment is likely to cause hazard or service obstruction, you will eliminate such likelihood promptly at Fidium’s request.

**4.3 Cooperation.** You will, at your own expense, timely cooperate with the following activities: (i) complete site survey documents to assist with Cloud Wifi Services planning, participate in design meetings and provide prompt response and input to design documentation; (ii) schedule your internal resources needed for the scheduled installation and cutover dates; and (iii) refrain from making any design change requests from and after the freeze date established by Fidium, which will be at least two (2) weeks prior to the scheduled installation date. In the event you make any changes after the freeze date or do not cooperate for cutover on the mutually-agreed date, then Fidium may (a) commence billing for the Service on the scheduled cutover date even if Service has not commenced, or (b) charge additional costs to you, such as overtime charges, caused by such changes or failure to cooperate.

**4.4 Access.** You will, at its your expense, locate and maintain the Network so Fidium has reasonable access to the Network and to your premises at all reasonable times for purposes of installing Cloud Wifi Services and Equipment, and for performing maintenance and repairs.

**4.5 Notification.** You will, at your own expense, promptly notify Fidium of events that may affect the performance of Equipment or Cloud Wifi Services. Following your notice to Fidium of the occurrence of such an event, Fidium will determine the need for replacement parts or repairs based on the event and results of testing. If necessary, you will be responsible for the cost of replacing said Equipment, and you will be responsible for payment of additional support, labor and equipment charges to Fidium posted at <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources>.

**4.6 Power.** You acknowledge and accept that certain portions of the Cloud Wifi Services may not function in the event of a power failure and if there is an interruption in the power supply, such portions of the Cloud Wifi Services will not function until power is restored.

**4.7 Adds, Moves and Changes.** You will notify Fidium in advance of, and will pay Fidium’s current labor rate posted at <https://www.fidiumbusiness.com/business-terms-policies/cloud-wifi-contract-resources> for labor plus materials supplied by Fidium as a result of: (i) any changes at or to the Cloud Wifi Services point of demarcation; (ii) changes to transportation/Internet services that carry the Cloud Wifi Services, data, or Network termination point that may affect the Cloud Wifi Services; and (iii) any software or hardware configuration changes proposed to be made to Equipment or to the Network or third-party supplied equipment used to deliver the Cloud Wifi Services; and (iv) any moves, additions, changes or modifications to Equipment or Network requested by you.

**4.8 Communication.** You will be responsible for communicating with your own users of the Cloud Wifi Services, and for responding to all service issues and Trouble Reports made by such users. You will designate a dedicated, knowledgeable representative authorized to act on your behalf and to communicate with Fidium regarding the Cloud Wifi Services, Trouble Reports, service issues, the Agreement and this or any other Addendum. This person should have working knowledge of standard IT infrastructure, equipment and software for wireless data and wireless voice services.

**4.9 Internet Access.** You agree to provide Internet access, as specified by the Manufacturer, in order for the Cloud Wifi Services to function. You are solely responsible for any third-party Internet connection. Fidium assumes no

liability for performance of a third-party Internet connection. You may contract with Fidium to provide an Internet connection; note, any Fidium Internet connection would be documented in either this or another Service Order.

## **5. EQUIPMENT TITLE AND RENTAL TERMS.**

**5.1 Ownership of Equipment for Customers Who Rent Equipment from Fidium.** All Equipment and the right to license associated software to you is and will remain the sole property of Fidium. No right, title or interest in the Equipment will pass to you other than the right to maintain possession and use of the Equipment, in connection with the Cloud Wifi Services. You, at your sole expense, will protect and defend Fidium's title to the Equipment and will keep the Equipment free from any and all claims, liens, encumbrances and legal processes of your creditors and other persons other than those claiming by and through Fidium. Fidium may affix labels to the Equipment in a prominent place to identify Fidium ownership of the Equipment and you will not obscure, deface or remove such labels.

**5.2 Ownership of Equipment for Customers Who Purchase Equipment from Fidium.** Title and risk of loss in the Equipment will pass to you on the date of shipment from the Equipment manufacturer or its agent to Fidium. You hereby grant a purchase money security interest in favor of Fidium in all equipment (whether now existing or hereafter acquired) purchased from Fidium until payment in full for such Equipment is received by Fidium from you.

**5.3 No Fidium Warranty on Equipment and Software.** The warranty received by you on Equipment and all third-party software sold by Fidium to you will be limited to any warranties provided directly to you by the manufacturer of such Equipment and software. You agree to look solely to the applicable manufacturers for any warranty claims and not to Fidium.

**5.4 Hardware Rental Additions — No Returns.** All hardware rented by you is subject to the full term of the agreement. You will not receive credit for any equipment returned prior to full term. You agree and acknowledges that if you desire to rent additional or different Equipment from Fidium other than the Equipment initially rented from Fidium hereunder, that Fidium may charge additional or different amounts to you to rent such additional Equipment. You are responsible for all costs incurred by Fidium following the initial order, including but not limited to Equipment costs incurred for any Equipment or software cancelled prior to the service start date.

**5.5 Risk of Loss.** You assume and will bear the entire risk of theft, loss, destruction or damage to the Equipment from any cause whatsoever, whether or not insured, until the Equipment is returned to Fidium in good working order when Fidium is no longer providing Cloud Wifi Services to you.

**5.6 Maintenance.** You will be responsible to keep the Equipment in good repair, condition and working order. In the event of a failure in the Equipment that would be covered by manufacturer's limited end-user warranty, Fidium will coordinate with Manufacturer to repair or replace such Equipment.

**5.7 Insurance.** You will keep all Equipment insured with an all-risk property damage insurance policy issued by an insurer reasonably acceptable to Fidium, covering the Equipment in an amount not less than the replacement value of the Equipment. You will also maintain a general commercial liability policy covering personal injury, death and property damage with limits of at least \$1,000,000 combined single limit per occurrence. Fidium will be named

as loss payee on the property insurance policy and as additional insured on the liability policy required above. You will furnish to Fidium copies of such insurance policies and periodic certificates of insurance in form reasonably acceptable to Fidium. You will provide Fidium with at least 30 days' notice in the event of non-renewal or a change or cancellation in coverage. All insurance policies obtained by you will be primary insurance and any other insurance covering Fidium or its assigns will be secondary and excess of such policy.

**5.8 Return of Equipment.** If you rent Equipment, at your expense, from Fidium, you will return the Equipment to Fidium when you are no longer purchasing Cloud Wifi Services from Fidium at such place and by such reasonable means as may be designated by Fidium in the same repair, condition and working order as at the installation of such Equipment, except for reasonable wear and tear resulting from permitted use. If you rent Equipment and fail to return any item of Equipment within thirty (30) days upon disconnect date as provided by Fidium, you will pay to Fidium the full replacement cost of the Equipment.

**5.9 Landlord Consent.** Upon request of Fidium, you will obtain from any landlord(s) of the premises where the Equipment will be located a Landlord's Waiver in form and substance satisfactory to Fidium, permitting Fidium to enter the premises and remove the Equipment upon a default by you hereunder. You will not move the Equipment from the location noted on the Service Order without the prior written consent of Fidium. Fidium and its employees and agents will have the right, at any reasonable time, to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition and maintenance of the Equipment.

**6. OPERATIONS PROCEDURES.** Your operations and use of the Cloud Wifi Services will comply with the operations procedures set forth below. You will promptly report to Fidium any interruption or other failure of the Cloud Wifi Services or Equipment ("**Trouble Report**"). You will provide to Fidium an escalation list for your personnel.

In the event of a customer-initiated Trouble Report or service interruption, you will contact Fidium at 1.844.FIDIUMBIZ (1.844.343.4862).

The following information will be exchanged at the time of notification by Fidium or in the event of a customer-initiated Trouble Report:

- a. The name and telephone number of the person who is making the Trouble Report.
- b. The date and time of the Trouble Report.
- c. The specifics relating to the Trouble Report.

Fidium will maintain communication with you throughout resolution of the Trouble Report.

**7. SEVERITY/PRIORITY DEFINITIONS.** The following will be used to allocate your and Fidium's resources in resolving a Trouble Report, as determined by Fidium.

- a. Severity 1 – Critical – Network is Down: An existing network or system is down or a core piece of the network or system is down and there is a critical impact to your business operations. You and Fidium will commit full time resources necessary during contracted hours of coverage to resolve the situation. This may include intrusive testing and network interruptions of service to identify and resolve the problem.

- b. Severity 2 – High - Network Significantly Degraded: An operation of an existing network or system is severely degraded and significant aspects of your business operation are being negatively impacted by unacceptable network or critical system performance. You and Fidium will commit full time resources during normal business hours to resolve the situation.
- c. Severity 3 – Medium – Degraded Operation: Operational performance of a service or system component is impaired while most business operations remain functional. You and Fidium are willing to commit resources during normal business hours to restore service to satisfactory levels.
- d. Severity 4 – Low - You require information or assistance on product capabilities, user installation, Cloud Wifi Services feature functionality or configuration, or an end user is experiencing a failure or a chronic failure of a feature(s) or service(s). There is clearly little or no impact to your business operation. You and Fidium are willing to provide resources during normal business hours to provide information or assistance as requested.

**8. TECHNICAL SPECIFICATIONS.** During the Term, the Cloud Wifi Services will be operational and available to you at least 99.99% of the time in any calendar month.