

SD-WAN ADDENDUM

This Addendum applies to your license of certain SD-WAN products from Fidium that create a Hosted SD-WAN Service, which may include a VeloCloud Edge, VeloCloud Gateways, a VeloCloud Orchestrator (the centralized management and orchestration platform for the SD-WAN network) and other hardware or software to be provided by Fidium (hereinafter “**Equipment**” or “**SD-WAN Service(s)**”). This Addendum is incorporated into and forms part of the agreement between you and Fidium consisting of the Service Order Form and the Master Services Agreement available at FidiumBusiness.com/MSA (collectively, the “**Agreement**”).

1. FIDIUM RESPONSIBILITY FOR CUSTOMER IMPLEMENTATION AND SUPPORT.

Fidium will perform the work described below.

- a. Fidium will assign a Project Manager (a designated Fidium representative responsible for coordinating implementation and serving as the primary contact) to be the primary contact for you.
- b. A design meeting will be convened between you and Fidium staff to verify your requirements, validate the timeline and provide training, as needed.
- c. A pre-installation meeting will be convened between you and Fidium staff for review of the design.
- d. Fidium will install the SD-WAN Service, test and obtain working verification signature from you.
- e. If separate transport network has been purchased from Fidium in conjunction with the SD-WAN Service, Fidium will coordinate the SD-WAN Service installation with other internal Fidium staff as needed.
- f. Fidium will provide on-going Complete Support Service.

1.1 Complete Support Service

Complete Support Service is provided to you through a primary and secondary (backup) administrator, identified by you, who will act as a single point of contact with Fidium for all support issues. Complete Support Service is included with SD-WAN Service and consists of the following: (i) remote troubleshooting support; (ii) support website for your use, which you can use to submit and monitor trouble ticket information; and (iii) automated notification and escalation procedure for customer trouble tickets. In the case of problems with the SD-WAN Service, the single representative designated by you will contact Fidium to open a trouble ticket, and Fidium staff will engage you to investigate the issue, as it relates specifically to the SD-WAN Service. Fidium assumes no responsibility for assisting in Local Area Network (“LAN”) issue resolution, end-user or third-party software, customer-owned equipment or issues resulting from third-party transport services, or other issues outside of Fidium control, such as bandwidth, power, or Internet access issues. You are responsible for supplying Fidium with an up-to-date list of persons authorized to initiate trouble reports on your behalf and access network performance information via a web application or other form of communication.

2. CUSTOMER RESPONSIBILITIES.

2.1 Coordination and Training.

You will, at your own expense:

- a. Designate a dedicated, knowledgeable representative authorized to act on your behalf and to communicate with Fidium regarding the SD-WAN Service, trouble reports, and service issues. This person should have working knowledge of standard IT infrastructure, equipment, and software and data services.
- b. Participate in any required pre-design meeting.
- c. Participate in the pre-implementation to review and approve design, including any change orders.
- d. Coordinate time and participants for training on the customer portal.

2.2 Transport Network Bandwidth. The transport network will most commonly be Internet access but may also be a Multi-Protocol Label Switching (“MPLS”) or switched Ethernet private network. You will supply sufficient transport network bandwidth (as determined by Fidium) to accommodate the SD-WAN Service.

2.3 Cooperation. You will cooperate timely with the following activities: (i) complete assessment interview with Fidium, participate in design meetings and provide prompt response and input to design documentation; (ii) schedule internal resources needed for the scheduled cutover; (iii) designate a primary contact with whom Fidium can interface; and (iv) 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 cutover 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 (i) commence billing for the Service on the scheduled cutover date even if Service has not commenced, or (ii) charge additional costs to you, such as overtime charges, caused by such changes or failure to cooperate.

2.4 Access. You will, at your own 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 the SD-WAN Service if needed, and for performing maintenance and repairs.

2.5 Notification. You will, at your own expense, promptly notify Fidium of events (including, but not limited to, those described in section 2.7 below) that may affect the performance of the SD-WAN Service. Following your notice to Fidium of the occurrence of such an event, Fidium will determine the need for replacement parts or repairs to the SD-WAN Service 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.

2.6 Power. You acknowledge and accept that certain portions of the SD-WAN Service may not function in the event of a power failure and if there is an interruption in the power supply, such portions of the SD-WAN Service will not function until power is restored.

2.7 Adds, Moves and Changes. You will notify Fidium in advance of, and will pay Fidium’s current labor rate for labor plus materials supplied by Fidium as a result of: (i) any changes at or to the SD-WAN Service point of demarcation; (ii) changes to transport/Internet services that carry the SD-WAN Service data, or network termination point that may affect the SD-WAN Service; and (iii) any software or hardware configuration changes proposed to be made to Equipment or to the network or customer- or third-party supplied equipment used to deliver the SD-WAN Service, and (iv) any moves, additions, changes or modifications to Equipment or network you request.

2.8 Communication. You will be responsible for communicating with your own users of the SD-WAN Service, 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 SD-WAN Service, 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.

3. INTERNET ACCESS. You agree to provide Internet access, as specified by Fidium or the applicable equipment manufacturer, in order for the SD-WAN Service 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.

4. EQUIPMENT TITLE AND LICENSING TERMS

4.1 Ownership of Equipment. All Equipment and the right to license associated software to you is and will remain the sole personal property of Fidium or its suppliers, as applicable. 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 SD-WAN Service. You, at your sole expense, will protect and defend Fidium's and/or its suppliers' right in and 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 or its supplier may affix labels to the Equipment in a prominent place to identify such ownership of the Equipment and you will not obscure, deface or remove such labels, including any electronic labeling that may appear on-screen when software components of the Equipment are in use.

4.2 Hardware additions—no returns. All hardware licensed 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 acknowledge that if you desire to license additional or different Equipment from Fidium other than the Equipment initially licensed from Fidium hereunder, that Fidium may charge additional or different amounts to you to license such additional Equipment.

4.3 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 the SD-WAN Service to you.

4.4 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 such manufacturer to repair or replace any such failed Equipment.

4.5 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. Such insurance policies will provide that the insurer 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.

4.6 Return of Equipment. You, at your expense, will return the Equipment to Fidium when you are no longer purchasing the SD-WAN Service 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 fail to return any item of Equipment within thirty (30) days after the disconnect date as provided by Fidium, you will pay to Fidium the full replacement cost of the Equipment.

4.7 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 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.

5. OPERATIONS PROCEDURES. Your operations and use of the SD-WAN Service will comply with the Operations Procedures set forth below. You will promptly report to Fidium any interruption or other failure of the SD-WAN Service ("**Trouble Report**"). You will provide to Fidium an escalation list for your personnel upon execution of the Agreement or upon your placement of an order for any SD-WAN Services.

In the event of a customer-initiated Trouble Report, 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 the status of the Trouble Report resolution.

6. PRICES. Fidium may change the prices upon thirty (30) day's advance written notice to you; provided that any accepted order, or any written proposal sent at least thirty (30) days prior to such price change notice and which results in an accepted order within thirty (30) days of the date of notice of price change, will be fulfilled at the then-current price before the effective date of price change.

7. PRODUCT DELIVERY. All deliveries are shipped FCA from Fidium's designated facility. Unless agreed in an accepted order, any delivery dates provided by Fidium are estimates, are subject to change, and are not of the essence. Actual delivery dates may be affected by timely completion and delivery of all information required by Fidium, if applicable. Fidium will be entitled to extend the delivery date of Equipment for the foregoing reasons without breach.

8. ADDITIONAL CUSTOMER DEFAULTS AND FIDIUM REMEDIES. In addition to any rights and remedies set forth in the Agreement, you will be in default if you attempt to sell, sublicense, transfer, mortgage, pledge, or otherwise encumber, sublet or part with possession of any Equipment without Fidium's prior written consent. In the event of any default by you, Fidium will have the immediate right to enter any premises where the Equipment is located and repossess and remove the Equipment and will have all remedies under Article 2A of the Uniform Commercial Code with respect to the Equipment and under any other applicable laws. In addition to any other damages due, you will pay to Fidium the unpaid balance of all Equipment license payments and if the Equipment is not returned to Fidium in good and working order, the reasonable residual value that the Equipment would have had at the end of the license term in good and working order.

9. SD-WAN SERVICE LEVEL AGREEMENT ("SLA") TECHNICAL SPECIFICATIONS. In the event of a service level interruption caused by Fidium's third-party supplier, your sole remedy will be for Fidium to use commercially-reasonable efforts to restore the affected service as quickly as possible. Fidium will also use commercially-reasonable efforts to promptly provide you with a root cause analysis of any service level violations. For any Qualifying Outage, your sole and exclusive remedy will be the SLA credits set forth in this Section 9, and Fidium will have no further liability with respect to such outage.

Fidium commits to a 100% Monthly Uptime Guarantee for qualifying SD-WAN deployments as defined in Section 9.1. This SLA sets forth the terms under which uptime is measured, the exclusions that apply, and the sole and exclusive financial remedies available to the Customer in the event of a verified service outage.

When deployed at a site in a High Availability (HA) configuration consisting of 2 VeloCloud Edges, an Ethernet switch, and 2 active WAN circuits, the SD-WAN service is eligible for the 100% Monthly Uptime Guarantee, subject to the terms, exclusions, and remedies set forth in this Section 9.

9.1 100% Monthly Uptime Guarantee. Fidium commits to a 100% Monthly Uptime Guarantee for qualifying SD-WAN deployments. The 100% Monthly Uptime Guarantee applies exclusively to sites that meet all of the following deployment requirements simultaneously:

- a. **Dual SD-WAN Edges.** The Customer site must be equipped with two (2) SD-WAN Edges deployed in a High Availability (HA) Active/Active configuration, both managed and monitored by Fidium.
- b. **Dual WAN Connections.** The Customer site must maintain two (2) active WAN circuits providing path diversity for SD-WAN traffic failover.
- c. **Qualifying Ethernet Switch.** The Customer site must be equipped with a managed Ethernet switch ("Site Switch") to which all WAN circuit terminations and all SD-WAN Edge WAN-facing interfaces are connected. This shared-fabric topology ensures that if either SD-WAN Edge fails, the surviving Edge has immediate access to both WAN circuits through the Site Switch — without requiring physical recabling or manual intervention. The Site Switch must be powered, operational, and configured per Fidium's approved network design at all times.
- d. **Fidium WAN Requirement.** At least one (1) of the two WAN circuits must be provisioned and managed directly by Fidium ("Provider WAN"). Fidium's 100% uptime guarantee is conditional upon using a Fidium primary WAN circuit and the secondary WAN circuit may be provided by Fidium or sourced from a third-party service provider at the Customer's discretion.
- e. **WAN Diversity.** The 100% uptime guarantee is only achievable through true path redundancy. If both WAN circuits are sourced from the same underlying physical infrastructure or same third-party service provider, Fidium does not guarantee 100% uptime even when a second WAN is present. The Customer is advised to source the secondary WAN from a different service provider and, where possible, a different physical medium or not deployed in the same cable conduit, e.g., fiber and wireless LTE/5G.

Sites that do not satisfy all five requirements above are not eligible for the 100% Monthly Uptime Guarantee and will instead be governed by the Standard SLA terms set forth in the applicable Service Order (the Service Order Form executed by the parties that specifies the SD-WAN Service to be provided).

9.2 Monthly Uptime Guarantee. Fidium guarantees 100% Monthly Service Availability for qualifying sites during each calendar month of the service term. "Monthly Service Availability" is defined as the percentage of time during a calendar month that the SD-WAN service at the site is available to pass production traffic, calculated as follows:

$$\frac{\text{Monthly Service Availability (\%)}}{\text{(Total Minutes in Months - Qualifying Outage Minutes)}} \times 100 = \text{Total Minutes in Month}$$

9.3 Definition of Service Outage. A "Service Outage" begins when any of the following conditions are true at a qualifying site:

- a. Both SD-WAN Edges are unable to pass production traffic, OR
- b. All available WAN paths the SD-WAN Edges have access to are determined to be down by the SD-WAN controller and confirmed by Fidium's network operations center ("NOC"), OR
- c. The Site Switch has failed or been rendered inoperable such that no SD-WAN Edge can reach any WAN circuit, resulting in a complete loss of traffic forwarding regardless of the operational status of individual Edges or WAN circuits.

A Service Outage is deemed to have ended when at least one SD-WAN Edge is confirmed by Fidium NOC to be passing production traffic over at least one available WAN path, and the Site Switch is operational and providing connectivity between the Edges and WAN circuits.

9.4 Outage Duration Measurement. All outage durations are measured in five (5) minute increments. Any outage period that begins during a given 5-minute window is counted as a full 5-minute increment. Partial increments at the end of an outage are rounded up to the nearest 5-minute increment. The minimum countable outage is five (5) minutes.

9.5 Scheduled Maintenance Windows. Planned outages or service degradation occurring within a pre-approved Scheduled Maintenance Window are excluded from SLA calculations.

9.6 Force Majeure Events. Service interruptions caused by events beyond the reasonable control of Fidium are excluded from SLA calculations. Force Majeure Events include, but are not limited to:

- a. Acts of God, including natural disasters such as earthquakes, floods, hurricanes, tornadoes, or severe storms.
- b. Acts of war, terrorism, civil disturbance, or government action including sanctions, embargoes, or regulatory shut-downs.
- c. Widespread Internet backbone failures or public network infrastructure outages outside Fidium's network.
- d. Epidemics, pandemics, or public health emergencies declared by a government authority.
- e. Labor strikes, lockouts, or similar industrial disputes not involving Fidium's employees.

9.7 Fiber Cuts and Physical Infrastructure Damage. Service interruptions caused by physical damage to WAN circuit infrastructure outside of Fidium's direct control are excluded from SLA calculations, including:

- a. Fiber cuts, cable damage, or conduit destruction caused by construction, excavation, or digging activities performed by third parties (including municipalities, utilities, contractors, or adjacent property owners) not acting on behalf of Fidium.
- b. Accidental or negligent severing of aerial or buried fiber optic cable by parties other than Fidium, including incidents caused by vehicles, farm equipment, tree falls, or anchor strikes.
- c. Physical damage to WAN circuit infrastructure occurring within a public right-of-way, utility easement, or third-party facility that is outside Fidium's operational control or maintenance jurisdiction.
- d. Damage to last-mile or middle-mile circuit infrastructure owned or operated by a third-party carrier or municipality, even where Fidium resells or rides that infrastructure as part of Fidium's WAN.

9.8 Customer-Site Power Outages. Service interruptions caused by loss of commercial power at the Customer's site are excluded from SLA calculations, including:

- a. Utility power failures, brownouts, or blackouts affecting the Customer's premises.
- b. Failure or depletion of Customer-provided Uninterruptible Power Supply (UPS) or backup generator systems.
- c. Customer-initiated power cycling, maintenance, or electrical work performed at the site.

- d. Power disruptions caused by Customer's electrical infrastructure, including circuit breakers, power distribution units (PDUs), or cabling.
- e. Loss of power to the Site Switch or SD-WAN Edges resulting from any of the above causes.

Fidium recommends that the Customer maintain suitable UPS and/or generator backup power for all SD-WAN Edge appliances, Site Switch, and WAN termination equipment.

9.9 Customer-Caused Events. The following customer-caused events are excluded from Qualifying Outage calculations. A "Qualifying Outage" means a Service Outage that is not excluded under Sections 9.5 through 9.11 and that is eligible for SLA credit calculation.

- a. Configuration changes, firmware upgrades, or policy modifications performed by the Customer or a third party without authorization from Fidium.
- b. Physical damage, mishandling, or unauthorized tampering with Fidium equipment located at the Customer site.
- c. Misconfiguration, failure, or removal of the Site Switch where such action disrupts the shared WAN fabric required for Edge failover, when performed by the Customer or an unauthorized third party.
- d. Failure of Customer-provided or third-party WAN circuits where the Customer has not procured a Provider WAN as required by Section 9.1(d).
- e. Suspension of service by Fidium due to non-payment or breach of the Service Agreement.

9.10 Third-Party WAN Circuit Failures. Outages attributable solely to the failure of a Customer-sourced third-party WAN circuit — where the Provider WAN remains fully operational and the SD-WAN service has failed over to the Provider WAN — are not considered Qualifying Outages. The 100% SLA applies to the end-to-end SD-WAN service availability; Fidium's obligation is to maintain SD-WAN service across at least one available WAN path.

If the Provider WAN fails and the Customer's third-party WAN remains operational, the SD-WAN service will failover to the third-party WAN. This constitutes a Provider WAN event and will be evaluated as a Qualifying Outage only if the SD-WAN service itself (traffic forwarding) is disrupted. If the failover is seamless and traffic continues uninterrupted, no outage is counted.

9.11 General Exclusions. Fidium will have no liability to you for downtime caused either directly or indirectly by:

- a. Software configuration changes not made or approved by Fidium or its third-party service provider;
- b. Hardware configuration changes not made or approved by Fidium or its third-party service provider;
- c. Failure of any components or services not managed by Fidium or its third-party service provider, including but not limited to hardware network access and third-party vendor support; or
- d. Other issues outside of Fidium's control, such as bandwidth, power or Internet access.

9.12 SD-WAN Bandwidth Tiers. The SD-WAN Service has a Bandwidth Tier for each site to optimally match the site's bandwidth utilization which is often less than the maximum throughput of one or more transport network used by the service. As a site's bandwidth increases, the SD-WAN Bandwidth Tier at the site may need to be increased to the next higher SD-WAN Bandwidth Tier. Once the 95th percentile of the SD-WAN bandwidth utilization for a given month exceeds the site's current SD-WAN Bandwidth Tier, Fidium will automatically increase your SD-WAN Bandwidth Tier to the next higher bandwidth level resulting in an increase in your monthly bill for the next higher bandwidth tier.

SD-WAN BANDWIDTH TIER	
	10 Mbps
	30 Mbps
	50 Mbps
	100 Mbps
	200 Mbps
	500 Mbps
	1 Gbps
	2 Gbps
	10 Gbps

9.13 Mean Time to Repair. Mean Time to Repair ("MTTR_{Repair}") is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device.

SPECIFICATION	MONTHLY AVERAGE
MTTR _{Repair}	Four (4) hours

9.14 Mean Time to Repair Extended Service Area. Extended Service Area refers to areas outside of direct field technician coverage, whereas the use of a third party may be utilized for purposes of installation and repair support.

SPECIFICATION	MONTHLY AVERAGE
MTTR _{Repair} Extended Service Area	Next business day

9.15 Mean Time to Respond. Mean Time to Respond ("MTTR_{Respond}") is a measure of the average time required to acknowledge the trouble ticket and dispatch technical personnel if required.

SPECIFICATION	MONTHLY AVERAGE
MTTR _{Respond}	1 hour

9.16 Repair and Scheduled Maintenance. Upon notification of trouble, repair efforts will be undertaken by internal network surveillance and performance systems or by notification of trouble and release of the SD-WAN Service and related services by you for testing. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.

10. END USER LICENSE AGREEMENT. You acknowledge that the Equipment contains certain third-party components and, accordingly, agree to abide by terms of the Arista (VeloCloud) End User License Agreement at <https://www.arista.com/assets/data/pdf/software-agreement/EndUserLicenseAgreement.pdf> as may be updated from time to time, which terms are incorporated herein, including, without limitation, the provisions regarding limitations of liability, disclaimers of warranty, reservations of intellectual property rights, and restrictions on end user use and resale, with such provisions made for the benefit of Fidium's suppliers and licensors, including Arista's VeloCloud products.

You represent and warrant to Fidium that these terms do not violate any applicable law or agreement to which you are a party and that you will comply with all applicable federal, state and local laws. Fidium requires a Business Associate Agreement ("BAA") or Sub-Business Associate Agreement with you as needed to comply with the Health Insurance Portability and Accountability Act that will require that you acknowledge that (i) you will encrypt all Protected Health Information in accordance with commercially reasonable encryption techniques consistent with the guidelines promulgated by the U.S. Department of Health and Human Services ("HHS"), and (ii)

Fidium and its suppliers are neither responsible for knowing what type of information may be created, stored, used or managed by you in connection with the SD-WAN Service nor for knowing or investigating which laws may or may not apply to such information. You acknowledge and agree that you (i) have conducted an assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of your information to be created, transmitted, stored, used or maintained in connection with the SD-WAN Service; (ii) have determined that the SD-WAN Service is sufficient for your purposes and in compliance with applicable law; and (iii) Fidium is not responsible for determining whether any SD-WAN Service is sufficient for your compliance with any applicable law.

11. ADDITIONAL TERMS. Fidium hereby notifies you that VeloCloud, part of Arista Networks, Inc. ("Arista"), is an intended third-party beneficiary of your Agreement with Fidium regarding the provision of the SD-WAN Service and that all limitations and obligations therein with respect to Fidium are also applicable to VeloCloud. You are responsible for maintaining the confidentiality of your account and password, as well as all activities that occur under your account. You represent, warrant and covenant to Fidium that you own or have the legal right and authority, and will continue to own or secure the legal right and authority, to use your equipment and any software you provide with respect to the SD-WAN Service deployment.

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