

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 Server, VeloCloud Gateways, a VeloCloud Orchestrator and other hardware or software to be provided by Fidium (hereinafter “Equipment” or “SD-WAN Service(s)”).

1. FIDIUM RESPONSIBILITY FOR CUSTOMER IMPLEMENTATION AND SUPPORT. Fidium will perform the work described below.

- a. Fidium will assign a Project Manager 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. Unless you perform a self-installation, Fidium will install the SD-WAN Service, test and obtain working verification signature from you.
- e. If separate network transport 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 set-up and provide training for the customer portal (Account Center) access.
- g. Fidium will provide you with a link to online training and will provide user guides as required.
- h. Fidium will provide on-going Complete Support Service.

1.1 Complete Support Service. Complete Support Service is provided to you through a single 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) an Extranet 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 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 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 Bandwidth. You will supply sufficient 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 transportation/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 it is 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 will 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.

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 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. The Premium SD-WAN Tier has a 100% uptime guarantee. It is the only SD-WAN Tier for which Fidium will credit the full SD-WAN service.

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

- Custom application coding error;
- Software configuration changes not made or approved by Fidium or its third-party service provider;
- Hardware configuration changes not made or approved by Fidium or its third-party service provider;
- 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
- other issues outside of Fidium’s control, such as bandwidth, power or Internet access.

9.2 SD-WAN Tiers.

SD-WAN TIER	SPECIFICATION	TARGET
Basic	No specification	No target
Advanced	Delivery of packets	Improved over previous performance levels
Premium	Delivery of packets	Improved over previous performance levels
Premium	Uptime	100%

9.3 MEAN TIME TO REPAIR. Mean Time to Repair (“**MTTRRepair**”) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device. The average monthly MTTRRepair objective is four (4) hours.

9.4 Mean Time to Repair CPE 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
MTTRRepair Extended Service Area	Next business day

9.5 Mean Time to Respond. Mean Time to Respond (“**MTTRespond**”) is a measure of the average time required to acknowledge the trouble ticket and dispatch technical personnel if required.

SPECIFICATION	MONTHLY AVERAGE
MTTRespond	1 hour

9.6 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 SUBSCRIPTION AGREEMENT. You acknowledge that the Equipment contains certain third-party components and, accordingly, agree to abide by the terms of the VeloCloud End User Subscription Agreement available at <https://www.velocloud.com/terms/subscription> 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 VeloCloud. You also agree to abide by the terms and the VMware Data Processing Addendum found at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf> and as it may be updated from time to time, which terms are incorporated herein.

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 Department of Health and Human Services, 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 Networks, Inc. (“**VeloCloud**”) part of VMware, Inc. 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 has 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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