

VOIP SPECIALTY LINE ADDENDUM

This VoIP Specialty Line Addendum (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"). Each Service Order entered into under the Agreement that includes this Service is subject to the terms of this Addendum. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

1. SERVICES DESCRIPTION. Fidium's VoIP Specialty Line Service (the "Service") is an IP-based replacement for legacy analog copper POTS lines commonly used to support critical lines such as fire alarm panels, elevator lines, and other specialty line applications. The Service is delivered over your compatible Ethernet or broadband service. The Service includes dual SIM cards to support LTE failover, active monitoring and a battery backup for up to 24 hours.

Fidium will provide the Service to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a "**Service Order**"). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order. You are not required to purchase Fidium Ethernet or broadband service to use the Service. However, if you use a third-party Ethernet or broadband service with the Service, Fidium will have no responsibility or liability for outages or Service degradation caused by the third-party service and, without limiting its disclaimer of warranties set forth in the Agreement and elsewhere in this Addendum, makes no representation, warranty or commitment that the Service will properly interoperate with the third-party service.

The Service may include the following elements:

1.1 Managed Devices. As part of this Service, Fidium will provide you with one (1) or more managed devices which may include a gateway or antenna (the "**Managed Device(s)**"). These Managed Devices will be managed by Fidium or a Fidium-approved vendor as part of the Service. You are not authorized to use the Managed Devices for any purpose other than use in conjunction with the Service. Unless otherwise noted on the applicable Service Order, title to all Managed Devices remains with Fidium or the applicable vendor, and all Managed Devices must be returned in the event of termination or non-renewal of the applicable Service Order(s).

- a. Installation of the Managed Devices may be performed by Fidium or coordinated through a Fidium-approved vendor as either remote or on-site and may require that you allow access to your premises to Fidium or the approved vendor.
- b. Maintenance and Support of all Managed Devices are included in the quoted price for Service. However, you are responsible for ensuring the proper care of the Managed Devices in accordance with the equipment care provisions set forth in the Agreement and the terms of this Addendum, and Fidium's maintenance and support obligations will not extend to issues caused by your failure to care for the Managed Devices as required.
- c. Orders for the Service that include equipment are subject to equipment availability and to Fidium's review and approval. Fidium may decline any order that would include equipment or installation costs at any time in Fidium's sole discretion.

1.2 Specialty Lines. The Service is available to support various specialty line applications such as fire alarm panels, elevator, security alarm and other critical line applications typically supported by copper-based

POTS services. The Service is provided on a per “Line” basis. The first Line consists of one (1) IP endpoint with functionality to support a specialty line provisioned per the customer’s use case and the necessary standard Managed Devices. Each additional “Line” beyond the first line on a deployed Managed Device consists of one (1) IP endpoint with functionality to support a specialty line provisioned per the customer’s use case. Fidium reserves the right to change or modify the features associated with a given Line-type at any time but will not materially reduce your contracted Service functionality during the applicable Service Term.

1.3 Cellular Usage. The Service includes unlimited local calling, unlimited domestic outbound calling (based on home NPA-NXX rate center parameters) and unlimited calls between your domestic locations incurred on an Ethernet or broadband connection. An allotment of 1Gb of pooled LTE cellular usage per Managed Device is included with the Service. Any overage usage incurred on an LTE cellular connection beyond this allotment may incur additional charges.

2. SERVICE USE RESTRICTIONS AND SERVICE LIMITATIONS.

2.1 Without limiting the generality of the Agreement, you may use the Service only in a manner that fully complies with all applicable laws, the terms and conditions of the Agreement, this Addendum, the Service Order and the applicable Fidium terms at <https://www.fidiumbusiness.com/business-terms-policies> (the “Standard Terms”), including, without limitation, Provider Acceptable Use Policy available at the foregoing link (the “AUP”).

2.2 You are solely responsible for any and all activities that occur under your account, including associated charges, except to the extent caused by Fidium’s gross negligence or willful misconduct. You will not transfer your login credentials accessing the Service to any third party. You agree to notify Fidium if you become aware of any prohibited, fraudulent or unauthorized use of the Service, your account, or any Managed Devices or other Equipment. You are responsible for implementing generally-accepted security measures to protect all access points. In the event Fidium discovers or has reason to believe (i) suspicious or fraudulent calls are being made, (ii) calling patterns or volumes materially are outside of your regular usage patterns, or (iii) other usage is occurring in violation of the Agreement, this Addendum or the Standard Terms, you consent to Fidium taking actions it deems reasonably necessary (including temporary suspension of the affected Service or blocking or limiting access to particular calling numbers or geographic areas) to prevent such usage from taking place.

2.3 In some cases, Fidium may utilize the public Internet in conjunction with the provision and maintenance of the Service and third-party networks (e.g. common carriers terminating calls) outside of its control. In such cases, Fidium makes no representation that the Internet or any such third-party network will adequately secure or protect the privacy of you or any end user's personal information, and Fidium expressly denies any associated liability except as set forth in this Addendum.

CUSTOMER REQUIREMENTS: You are responsible for the installation, management and troubleshooting of your local area network (“LAN”) switch used for Fidium’s VoIP Specialty Line Service. VoIP Specialty Line equipment must connect through a dedicated virtual LAN (i.e., VLAN) programmed on the LAN switch specifically for voice services. The voice VLAN feature enables access ports to carry IP voice traffic.

3. LIMITATION OF LIABILITY. You acknowledge that the Service uses Voice over Internet Protocol or “VoIP” to complete calls, including 911 calls, and that you have read and understand the 911 Notice and Acknowledgement (the “911 Notice”) set forth in the Service Order Form, which is incorporated into and forms part of the Agreement, describing certain limitations of the VoIP Service with respect to 911 calls. As described in this Addendum, the Service utilizes an “Enhanced 911” or “E911” database to deliver a caller’s location information to the applicable 911 answering point, and it is your responsibility to update this location information via the Service’s Web portal if the Service is used at or relocated to a location other than the original installation site. To the fullest extent permitted by applicable law, you and your users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls

Without limiting any other limitation of liability set forth in the Agreement or this Addendum, you agree to the following with respect to any access or attempted access to 911 emergency services through the Service:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FIDIUM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, YOUR FAILURE TO ADVISE FIDIUM OF THE CORRECT ADDRESSES WHERE IP-ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, YOUR FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR YOUR OR ANY USER’S MOVEMENT OF AN IP-ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE E911 DATABASE DESCRIBED IN THIS ADDENDUM).

4. SERVICE CHARGES. Your charges for the Service are contained in the Service Order. Your purchase of additional Lines will incur additional charges and may require execution of a new Service Order. This Addendum does not entitle you to any future versions or releases of the Service (including related software) which Fidium may make available during the Service Term unless separately agreed to in writing signed by the parties’ duly authorized representatives.

5. LOCATIONS. The Service will be provided to you at the locations set forth in the Service Order. Fidium will populate the E911 database with the service locations where the Service is installed.

You agree to purchase the Service from Fidium at the rates and quantities set forth in the Service Order for the Service Term set for in this Addendum. Any other work, services or facilities required will only be provided as mutually agreed to by the parties duly authorized representatives in a signed writing.

6. ALARM SYSTEMS. Customer understands that it may be connecting its alarm systems to the Service using Internet, Voice over IP and other IP technologies that operate differently than traditional TDM voice service. Customer acknowledges that Fidium is not an alarm service company and is not responsible for

the functionality of Customer alarm and other systems connected to the Service. Fidium will configure and connect Customer's equipment in accordance with Customer's instructions, however, Fidium assumes no responsibility for compatibility or proper operation of Customer's connected devices, which may include fire and burglar alarm systems.

Fidium recommends Customer regularly test the Service for proper operation with its alarm / monitoring provider. Without limiting the warranty disclaimers set forth in the Agreement, Customer specifically acknowledges that Fidium does not represent or warrant that the transmission of alarm or other signals will not be interrupted, circumvented or compromised, or that Customer's alarm or other system will be compatible with Fidium POTS Specialty Line Service.

Customer understands that services may be disrupted or degraded by network congestion, atmospheric conditions, power failures or other conditions beyond Fidium's control. The use of wireless interfaces as the sole or primary connection may result in a less reliable connection. The use of these services may prevent signal transmission and can interfere with the line-seizure and other features of customer's alarm system. Customer is responsible for having these services tested by an authorized alarm inspection company or systems expert, as applicable, to ensure signal transmission and features are operating as expected. Customer accepts full responsibility for alarm, safety and monitoring system compliance with the authority having jurisdiction. Without limiting the other limitations of liability herein, IN NO EVENT SHALL FIDIUM OR ITS VENDORS BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT, ALARM OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY CALL OR SERVICE.

7. DISCLAIMER. There are risks unique to using a POTS replacement like the POTS Specialty Line Managed Device. While Fidium will assist in the initial configuration of the device, Customer remains solely responsible for selecting and approving the deployment design and ensuring that the initial and continuing application meets its needs. Fidium cannot assure that a design approved by Customer will be compatible with the POTS Specialty Line Products or existing equipment or satisfy any regulatory requirements. Even where a functional deployment is achieved, Customer or third party network changes may affect the functionality of the Managed Device, whether intentional or not, including without limitation configuration changes to other network equipment, network conditions such as usage spikes or traffic priority conflicts, and failover or other changes in the data path. In the event such a Customer change affects the Managed Device, Fidium is available to provide support on a time and materials basis but cannot assure the deployment will be suitable for Customer's specific needs.

8. INSTALLATION SCHEDULING AND SITE READINESS. Following acceptance of your order, Fidium will provide you with a confirmed installation date and time, along with applicable order and account details, the services and telephone numbers being installed, and shipment tracking information. You must promptly notify Fidium if the confirmed installation date does not meet your requirements. Fidium requires a minimum of three (3) business days' notice to reschedule an installation, and additional charges may apply if an installation is rescheduled with less than three (3) business days' notice. You are responsible for preparing your site for installation, and you may be subject to additional installation charges if your installation requires more than one technician visit.