

**MANAGED SERVICES  
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Managed Services Additional Terms and Conditions of Service (these “Managed Services Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of Managed Services offered by Granite and/or its affiliates through contracts with its Provider(s). These Managed Services Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. **IF CUSTOMER DOES NOT AGREE TO THESE MANAGED SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE MANAGED SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH MANAGED SERVICES IMMEDIATELY.** These Managed Services Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Managed Services:

**1. Services.**

1.1 Description of Services.

(a) “Managed Services” shall mean, and consist of, one or more of the following:

(i) Managed Router/VPN Services; (ii) Managed Wi-Fi Services; (iii) Managed Firewall Services (Network Based and Premise Based); and (iv) Managed Switch Services.

(b) Managed Services shall only be available to Customer if: (i) Customer purchased applicable underlying Services from Granite; (ii) the CPE is installed by Granite or its Providers; and (iii) Customer selected one or more Managed Services on the Service Order Documents.

1.2 Specific Terms and Conditions Applicable to Certain Managed Services. Customer shall be subject to additional terms and conditions applicable to the specific Managed Service, as set forth in Exhibit A to these Managed Services Terms of Service, attached hereto, and incorporated herein.

1.3 Equipment and Limitations of Managed Services.

(a) Customer may elect to decline Managed Services at the time it purchases other underlying Services and/or CPE. In such event Customer agrees and understands that Customer shall be solely responsible for managing the configuration on the CPE and neither Granite nor its Providers shall be responsible for any management and/or configuration support services for the underlying Services and/or the CPE. Customer may request to receive, and Granite may agree to provide, Managed Services at a later date, in addition to the MRC’s applicable to Service selected, Customer will be billed, and agrees to pay, a one-time initial configuration charge as set forth in the Service Order Documents.

(b) Managed Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE only for Managed Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein. Granite may utilize contractors and subcontractors for some or all of the Managed Services.

(d) Managed Services are only available for Customers internal business purposes and not for resale. All Managed Services are subject to Granite’s Moderation of Use Policy and/or AUP.

(e) Granite is not responsible for (i) ensuring Customer’s applications or LAN are properly performing; (ii) the validity of IP addresses provided for programming; or (iii) any performance issues over access that is not provided by Granite.

#### 1.4 Physical and Diagnostic Access.

(a) Remote access to the CPE must be available for all Managed Services. Remote access shall be used by Granite and its subcontractors to support and troubleshoot the Customer's CPE. Customer agrees to provide an analog phone line for the remote access, which may be a "shared" (e.g., use for fax and diagnostic modem) analog phone line from Granite or another provider or a "dedicated" (e.g., use for diagnostic modem only) analog phone line from Granite or another provider.

(b) Upon expiration or termination of a specific Managed Service, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network.

(c) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any Managed Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the General Terms of Service. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

#### 1.5 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Managed Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network, and/or obtain additional Underlying Rights. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide Managed Services. Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Managed Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the General Terms of Service for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite.

#### 1.6 Responsibilities of Parties.

(a) Granite may reject any order for Managed Services that is not in accordance with the provisions of the General Terms of Service and these Managed Services Terms of Service.

(b) Granite is not responsible for any delays in provisioning or failures of Managed Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite. Customer must provide Granite with information, documentation, forms and/or a network assessment worksheet (in forms provided by or reasonably acceptable to Granite) for purposes of

determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) and other information necessary for providing Managed Services to Customer. Customer acknowledges that the provisioning of Managed Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite and/or its Providers will evaluate, design, and provision Managed Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Managed Services.

(c) Customer shall cooperate with Granite and any of its employees, agents or contractors as necessary or reasonable requested by Granite in order for Granite to provide Managed Services. This assistance and cooperation includes, but is not limited to: (i) purchasing of applicable warranties on all CPE; (ii) designating a technical point of contact to work with Granite as needed and a point of contact to receive status reports and other communications; (iii) providing Granite with all necessary information to complete the Managed Services (including install information to configure CPE); (iv) a complete list of applications that Customer is currently running; (v) assistance in schedule of installations and service calls (including coordinating with appropriate Customer personnel at branches/locations); (vi) providing Granite with router configurations; (vii) providing a safe and hazard free work environment at each location and property security environmental conditions for CPE at each location; (viii) promptly communicating any details of any changes made by Customer to its internal systems that would impact CPE in any way; (ix) ensuring that the CPE installation location is in the same general area as the local access demarcation point (i.e. no more than 150 feet); and (x) providing such other cooperation and assistance as is reasonable necessary (e.g. execution of LOA or other documents).

(d) Customer agrees not to modify, enhance, or otherwise alter any CPE or other equipment related to Managed Services or Managed Services without Granite's prior written consent.

(e) Customers will be responsible for the completion of all documentation requested by Granite, including all onboarding information forms to include information regarding sites(s), basic LAN architecture, equipment information, service plan details and contact information.

(f) Customer shall comply with all obligations set forth in any end user software licenses for software provided by Granite. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in any software end user license agreement (if applicable to Customer).

**2. Rates and Charges.** Rates and Charges for Managed Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Managed Services and may vary depending on Managed Service type, features, equipment and other costs required to deliver the Managed Service to Customer.

**3. Service Term.** The initial minimum Service Term of all Managed Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Managed Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, the Managed Service shall automatically terminate unless the Customer notifies Granite of its intent to enter into a renewal Service Term no later than thirty (30) days prior to the end of the then current Service Term.

**4. Early Termination Fees.** If any specific Managed Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the MRC multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Managed Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate Managed Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite.

## Exhibit A

### **1. Managed Router/VPN Services.**

(a) Customer's CPE is eligible for Managed Router Services if (i) the CPE has a public facing routable static IP address and (ii) is Granite deployed CPE.

(b) Managed Router Services consist of one or more of the following: (i) Initial router configuration; (ii) Up / Down Monitoring 24x7x365; (iii) Customer Portal Access & Analytics; (iv) Average Response Times; (v) CPU Utilization; (vi) Memory Utilization (vii) Packet Loss; (viii) Trend Analytics (daily, weekly, monthly, yearly); (ix) Bandwidth Management - Utilization Metrics; (x) Incident Management & Troubleshooting, (xi) Proactive trouble tickets; (xii) E-mails sent when tickets are opened, updated or closed; (xiii) WAN Interface Status Reporting; (xiv) Hardware Health Monitoring SNMP Traps | Polling; (xv) Post activation changes (not to exceed five (5) service request changes per month per router once initial installation and configuration are completed.)

(c) Granite's Network Operation center (NOC) will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will notify the affected customer(s) within fifteen (15) minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Router Services.

(d) Cisco DMVPN technology is utilized to create and maintain virtual private network links between onsite nodes. These nodes are typically Cisco premise routers however model recommendation will vary per solution.

(e) Granite's Network Operation center (NOC) will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will notify the affected customer(s) within 15 minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Router & VPN Services.

(f) Customer must have a CPE warranty in place to receive Managed Router Services, otherwise additional fees may apply.

### **2. Managed Wi-Fi Services.**

(a) Customer is eligible for Managed Wi-Fi Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Customer Managed Wi-Fi Services.

(b) Granite will monitor the Customer's Managed Wi-Fi Services network 24 hours a day, 365 days a year. If an unexpected issue is detected (i.e., not associated with a planned maintenance window), Granite will notify the affected customer(s) within fifteen (15) minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Wi-Fi Services. Granite may reach out to Customer if troubleshooting requires a physical presence onsite.

(c) Granite will provide readable access to portal that will allow the Customer to view reports showing key metrics of Customer's managed Wi-Fi network.

(d) Granite will perform up to five (5) of the following configuration changes per year: (i) adding an access point; (ii) deleting an access point; (iii) role/location (subnet) changes; and (iv) captive portal configuration or changes.

(e) In the event Granite determines a managed access point is defective during the Service Term of the specific Managed Wi-Fi Service, an advance hardware replacement will be dispatched. Advance hardware replacement is subject to Granite's determination that the hardware product is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product.

Granite will use commercially reasonable efforts to ship an advance hardware replacement unit of the same or equivalent model type for delivery to occur on the next business day.

(f) Granite will perform software upgrades of the access points which will occur during regularly schedule maintenance periods. Granite has the right to upgrade this service to a more recent access point software version at its discretion. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside a regularly scheduled maintenance periods.

(g) For any Managed Wi-Fi Services where Granite did not perform the initial installation, Customer must represent and warrant to Granite that the equipment is (i) in proper working order, (ii) has been installed in accordance with manufacture's specifications, (iii) is located in a suitable environment, and (iv) Customer's switch infrastructure must (A) support 802.1q, (B) possess the ability to service multiple VLANs and (C) provide trunk ports to WAPs. For installations where Granite did not perform the initial installation, (1) an onboarding service fee will apply to establish Managed Wi-Fi Services and (2) the remediation of any issues identified during the onboarding process is the responsibility of the Customer at its own cost and expense. During the transition of the responsibility for the WLAN equipment, Customer shall provide Granite with full write access to the WLAN equipment to enable Granite to take the WLAN equipment under management and to ensure that the management infrastructure of Granite can successfully monitor the equipment.

(h) Customer must provide prominent notice and consent terms to individual users in order to (i) add individual user's devices to the network (and will provide similar provisions to individual users, (ii) permit Granite and its Provider(s) to collect, use, and disclose traffic information and (iii) to the extent Customer uses systems manager, to use systems manager as described above (including, without limitation, accessing and deleting files on devices) and to permit Granite and its Provider(s) to collect, use, and disclose systems manager data. Customer hereby consents to collection, use, and disclosure of traffic information and, to the extent Customer uses systems manager, to Granite and its Provider(s)' use of the device management functionality and its collection, use, and disclosure of systems manager data, in each case.

(i) Customer will obtain any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions for installation and operation of the equipment on Customer's premises or where the jurisdiction requires Customer to obtain the permit, license, variance and/or authorization. Customer will inform Granite prior to any deployment of industrial, scientific and medical wireless devices or other devices that can interfere with or disturb the performance of Managed Wi-Fi Service. Customer will provide a graphical interface for effective administration of all information regarding the location of any equipment. Customer is responsible for providing all internal cabling between the router, the switches and the Managed Wi-Fi Services equipment and, if applicable, all internal cabling between the WAP and the antennas that are provided as part of Managed Wi-Fi Services according to Granite's specifications.

### **3. Managed Firewall Services.**

(a) Managed Firewall Services provides firewall configuration, administration, monitoring, report generation, support, and (if elected by Customer) on-site installation and the use of a firewall system consisting of firewall equipment and related software owned, maintained and supported by Granite for Customers. Two types of Managed Firewall Services are available: Premise Firewall and Network Firewall

(b) Installation. Before installation, Customer must complete and provide the appropriate, current configuration form.

(c) Configuration. Granite will configure Managed Firewall in accordance with Customers configuration submission. Customer is responsible for confirming that its Firewall System is configured in accordance with Customers preferences prior to and after activation of Managed Firewall.

(d) Firewall Administration. After installation and upon Customer request, Granite will administer the Firewall System (e.g., add or delete user accounts, modify firewall rules, update configuration). Managed Firewall allows Customer to make 5 firewall policy rule changes each monthly period. A charge will apply for each policy rule change during any monthly period, to be billed on the next available invoice after the change has been completed. Charge amount will depend on the complexity of the change request.

(e) Monitoring. Granite monitors the CPU utilization of Customers Firewall System on a 7 x 24 basis. Granite will notify the affected customer(s) within 15 minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Firewall Services.

(f) Reports. Granite provides reporting via a Customer portal or via email.

(g) Support and Maintenance. Granite remotely installs Firewall patches, bug fixes, and software upgrades when approved for general distribution to Granite Customers. In the event of Firewall failure, Granite may either dispatch a technician to repair the Firewall at Customers site or replace the Firewall with one of comparable or better functionality, as follows: (a) if a Firewall failure is discovered during Granite's normal business hours, Granite will make commercially reasonable efforts to ship a replacement Firewall or component thereof to Customer by the close of that business day; and (b) if the Firewall failure is discovered outside Granite's normal business hours, Granite will make commercially reasonable efforts to ship a replacement Firewall or component thereof to Customer by the end of the next business day.

(h) DISCLAIMER. MANAGED FIREWALL IS PROVIDED AS IS. □ GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING MANAGED FIREWALL ARE EITHER: (A) SET FORTH IN CORRESPONDING SECTION OF THE SERVICE LEVEL AGREEMENT OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED FIREWALL DEVICE IF IT IS DEFECTIVE. IF REPAIR OR REPLACEMENT OF THE GRANITE-PROVIDED FIREWALL IS NOT REASONABLY PRACTICABLE, EITHER PARTY WILL HAVE THE RIGHT TO TERMINATE THE DEFECTIVE SERVICE UPON 10 DAYS' WRITTEN NOTICE TO THE OTHER PARTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE MANAGED FIREWALL CONSTITUTES ONLY ONE COMPONENT OF CUSTOMER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE MANAGED FIREWALL SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE MANAGED FIREWALL WILL BE SECURE, OR THAT THE MANAGED FIREWALL WILL MEET CUSTOMER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE MANAGED FIREWALL WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY CUSTOMER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY CUSTOMER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT CUSTOMER'S SOLE RISK AND DISCRETION.

#### **4. Managed Switch Services.**

(a) Managed Switch Services can be offered on any access service either provided by Granite or Customer. Devices must be deployed by Granite upon initial installation and/or assume the ownership of comparable existing customer devices with Solution Engineering approval.

(b) Granite will monitor the Customer's Managed Switch Services network 24 hours a day, 365 days a year. If an unexpected issue is detected (i.e., not associated with a planned maintenance window), Granite will notify the affected customer(s) within 15 minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Switch Services. Granite may reach out to customer contact if troubleshooting requires a physical presence onsite. For critical or service affecting issues detected or reported after business hours, Customer may choose to work with Granite to resolve the problem immediately, or to work the issue on the next business day.

(c) Granite will provide readable access to portal that will allow the Customer to view reports showing key metrics of Customer's managed LAN network.

(d) Granite will perform up to five (5) of the following configuration changes per year: adding an access point, deleting an access point, role/location (subnet) changes and captive portal configuration or changes.

(e) In the event Granite determines a managed switch is defective during the Service Term of the, an advance hardware replacement will be dispatched. Advance hardware replacement is subject to Granite's determination that the hardware product is defective and that the issue is not due to some other component of the

system, misconfiguration, misuse of or environmental damage to the product. Granite will use commercially reasonable efforts to ship an advance hardware replacement unit of the same or equivalent model type for delivery to occur on the next business day.

(f) Granite will perform software upgrades of the switches which will occur during regularly schedule maintenance periods. Granite has the right to upgrade this service to a more recent switch software version at its discretion. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside a regularly scheduled maintenance periods.

(g) For any Managed Switch Services where Granite did not perform the initial installation, Customer must represent and warrant to Granite that the equipment is (i) in proper working order, (ii) has been installed in accordance with manufacture's specifications, (iii) is located in a suitable environment, and (iv) Customer's LAN infrastructure must support and possess the ability to service multiple VLANs or trunk ports. For installations where Granite did not perform the initial installation, an onboarding service fee will apply to establish Managed Switch Services and the remediation of any issues identified during the onboarding process is the responsibility of the Customer at its own cost and expense.

Dated and effective as of May 8, 2018