

SD-WAN SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These SD-WAN Services Additional Terms and Conditions of Service (these “SD-WAN Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of SD-WAN Services offered by Granite and/or its affiliates through contracts with its Provider(s). These SD-WAN 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 SD-WAN TERMS OF SERVICE, CUSTOMER MAY NOT USE SD-WAN SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH SD-WAN SERVICES IMMEDIATELY. These SD-WAN Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all SD-WAN Services:

1. Services.

1.1 Description of Services. “SD-WAN Services” shall mean, and consist of, Software Defined WAN services that provide a managed network using Granite provided and managed hardware and software located at the Customer’s premises between Customer’s internal local area network (“LAN”) and wide area network(s) (“WAN”) as well as a centralized management platform.

1.2 Equipment. SD-WAN Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and/or provided by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for SD-WAN Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided 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.

1.3 Provisioning. Granite is not responsible for Internet connectivity if Customer chooses to provide its own Internet connections from a third party provider. Granite will not provide any service level agreements, warranties or guaranties, and SD-WAN Services shall be considered a “best efforts solution” (meaning no service level agreements, warranties or guaranties apply to such SD-WAN Services).

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

3. Service Term. The initial minimum Service Term of all SD-WAN 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 SD-WAN 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, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with this Agreement.

4. Early Termination Fees. If any specific SD-WAN Services or this 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 monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific SD-WAN Services (including the remaining portion of any amortized CPE charges), 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) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other customer incentives provide by Granite to Customer, plus (d) actual expenses incurred by Granite to activate or terminate SD-WAN Services.

5. Additional Terms and Conditions. Customer acknowledges that, in addition to the terms and conditions set forth in these SD-WAN Terms of Service, in any instance where Granite does provide SD-WAN Services using a Provider(s), Customer may be subject to additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s).

Dated and effective as of May 8, 2018