

## ANALOG REPLACEMENT SERVICES ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These Analog Replacement Services Additional Terms and Conditions of Service (these “Analog Replacement Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customer, agents or contractors of Analog Replacement Services offered by Granite and/or its affiliates through contracts with its Provider(s) and/or subcontractors. These Analog Replacement 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. These Analog Replacement Terms of Service are in addition to the General Terms of Service.

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

### **1. Services.**

1.1 Analog Replacement Services shall mean and consist of (i) patented technology that allows analog / TDM lines to be reported by a system that uses wireless and/or wireline means to connect to the internet, a central station or other alarm monitoring service or some other destination; and (ii) Software/Port License(s) (the “License” or “Port License”), as further described in **Exhibits A and C**, attached hereto. Analog Replacement Services uses include, but are not limited to: (i) Life-Safety lines including but not limited to fire alarm panels, elevator phones and burglar alarms; (ii) POS systems; (iii) intercom & OH paging gate entry; (iii) analog fax lines; (iv) T1 PRI /SIP Trunking; (v) voice lines; and (vi) Internet fail over.

(a) Optional Analog Replacement Services. Optional Services include (i) Granite Guardian Monitoring Services; (ii) Staging and Configuration; (iii) Installation, (iv) Extended Device and Battery Protection Programs and (v) upgrades to or replacement of CPE. Optional Services and requests for moves, adds or changes to Analog Replacement Services may be subject to additional fees.

(b) Customer Premises Equipment (“CPE”) as used in these Analog Replacement Terms of Service includes patented technology that permits analog / TDM signals / lines to be connected by a cellular communicator or wireline service to the internet, a central station, other monitoring or receiving destination or some other destination.

1.2 Subject to the terms of these Analog Replacement Terms of Service, CPE and Port Licenses shall be provided by Granite subject to a monthly recurring charge as provided in these Analog Replacement Terms of Service, Service Order Documents, or as communicated to Customer at the time of ordering.

(a) Customer agrees (a) to use such CPE only for Analog Replacement Services provided by Granite and not 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 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 determined by Granite. If the Customer fails to comply with the provisions herein, Granite may suspend services. Within thirty (30) days of disconnection of Analog Replacement Services, Customer agrees to return the associated CPE to Granite in good, working condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE. Customer may request that Granite dispatch a technician to reclaim CPE upon disconnection of associated Analog Replacement Services subject to an additional one-time charge per dispatch.

(b) Granite grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Port License. Customer acknowledges and agrees permitted uses and restrictions are subject to the End User License Agreement, attached hereto as **Exhibit A**, and may be modified by Granite from time to time. Intellectual property rights in the Port License, CPE, and any other software and operating licenses provided in conjunction with Analog Replacement Services shall remain with Granite or the underlying Provider, as the case may be. Customer shall not, nor shall encourage others to, reverse engineer, de-compile, disassemble, or otherwise derive source code from software and/or operating licenses and CPE.

1.3 Unless otherwise agreed to by Granite, Granite is not responsible for any cross-connect services required to connect the CPE to Customer's existing telecommunications infrastructure or devices.

1.4 Access. To the extent construction and/or additional Underlying Rights (as defined below) are required to complete the Analog Replacement Services, Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary. In the event that Granite is unable to obtain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may terminate/cancel the affected Analog Replacement Services and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated 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. "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, and repair Analog Replacement Services provided by Granite. Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to the premises as necessary to enable Granite to remove the CPE and any elements of the Core Network.

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Whenever possible, Granite shall provide at least twenty-four (24) hours' notice to Customer's designated representative before visiting the premises so that the necessary preparations can be made for Granite's arrival. Any site where Services shall be performed shall be clear of any furniture, fixtures, debris or other material that may hinder the performance of the Services. Customer's failure to adhere to these terms may result in additional fees based on Granite's standard hourly rates.

(b) Granite may reject any order for Services that is not in accordance with the provisions of this Agreement or if Granite is unable to provision such Services as ordered.

(c) Granite is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches.

(d) An individual, who is authorized and has the capacity to act on behalf of Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or (ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then standard rates.

(e) Any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

1.5 WARRANTY. Granite warrants its work and materials against defects for one (1) year from the date of completion. Products or CPE provided as part of the Proposal shall carry the manufacturer's warranty and shall not be covered under any Granite warranty.

**\*\*\*Except as specifically provided herein, GRANITE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY AND EXPRESSLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. GRANITE SHALL UNDER NO CIRCUMSTANCES BE LIABLE**

FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. \*\*\*

Granite's sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Granite. In the event any parts and/or structural appurtenances of a product are altered or modified without the express written consent of Granite any and all warranties shall immediately cease and terminate. Customer acknowledges and agrees that the limited warranty provided herein shall constitute the entire warranty, all other warranties being expressly disclaimed, and that the limited remedies provided herein shall constitute the sole and exclusive remedy for any breach of the limited warranty provided herein. Response for warranty repair services shall be during normal business hours Monday through Friday on a four (4) to twenty-four (24) business hour basis. Prevailing labor rates shall be used for charges not covered under the warranty conditions.

1.6 Additional Terms and Conditions of Service. If Granite-provided Broadband, Access, Mobility and/or Granite Guardian Services are utilized in connection with the Analog Replacement Services, the Additional Terms and Conditions of Services shall apply to those additional terms. See additional terms of Service (set forth as part of the Agreement and/or at <https://www.granitenet.com/legal>).

## **2. Customer Responsibilities.**

2.1 Customer acknowledges and agrees that Granite is not responsible for monitoring and/or maintaining Analog Replacement Services or CPE provided in conjunction with Analog Replacement Services. More specifically, Granite is not responsible for any central station monitoring or other alarm services for fire, burglary or any other life safety, security or protection systems or equipment. It is recommended that Customer check its central station monitoring service provider communicator regularly (but no less than monthly) to be sure that it is properly functioning. Customer is responsible for complying with all applicable laws, regulation and requirements regarding the use of Analog Replacement Services, including for any change in the applicable fire rating bureau, agency, central station and applicable laws and regulations.

2.2 Customer acknowledges that Analog Replacement Services transmits alarms by telephone, radio, cable or microwave, and that none of such services are infallible, and you specifically acknowledge that the transmission of signals may be interrupted, circumvented or compromised. In addition, Customer understands that the CPE is a non-supervised reporting device.

2.3 Customer is responsible to provide approvals, permits, and consents from any government authority and others as may be required for the performance and installation of CPE under these Analog Replacement Terms of Service and any applicable SOWs or Service Order Documents.

2.4 Each port on the EPIK Edge box is intended to support a single line of service / functionality only. Lines that share ports may not function appropriately and/or may interfere with or prevent critical communication from occurring. Customer agrees that it will not utilize a single port for multiple lines of service or functionality ("line share") and will consult with Granite before engaging in multiple uses for single ports.

2.5 Fire panel deployments require Contact ID protocol. If proprietary protocols need to be changed and/or reconfigured, and Customer does not pre-authorize such re-configuration, Customer shall be responsible for contacting the appropriate fire panel monitoring company/alarm company to arrange for such reconfiguration prior to installation.

2.6 EPIK includes dual SIM cards and diverse cellular connections. Certain jurisdictions may require wireline connections for certain applications (Fire / Life Safety) and wireline connections may be necessary to furnish service at certain locations. EPIK connects to existing LAN / wireline resources. EPIK operates through private tunneled connections and does not require any inbound firewall changes at customers' premises. Granite can provide compatible wireline connections for an additional fee.

## **3. Indemnification.** Customer agrees to indemnify and hold harmless Granite from any claim or action

arising out of misroutes of any alarm notifications/signals, or whether local emergency response centers or national emergency calling centers answer an alarm or how the alarm notifications/signals are handled by any emergency responders. Customer further agrees to indemnify and hold harmless Granite from any penalties, fines and/or actions brought by government or regulating authorities as a result of Customer's use of these Analog Replacement Services. These limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort and/or any other theories of liability.

**4. Liability Disclaimer.** ANALOG REPLACEMENT SERVICES AND THE ASSOCIATED CPE ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING ANALOG REPLACEMENT SERVICES ARE TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED CPE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) ANALOG REPLACEMENT SERVICES AND CPE MAY NOT OPERATE IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE AND THAT FOR BASIC EMERGENCY SERVICES TO BE ACCURATELY ROUTED CUSTOMER MUST NOTIFY THE APPROPRIATE EMERGENCY RESPONDER(S), INCLUDING BUT NOT LIMITED TO, THE APPROPRIATE CENTRAL STATION THAT CUSTOMER IS REPLACING ITS TRADITIONAL WIRELINE SERVICE WITH A WIRELESS LTE COMMERCIAL FIRE ALARM COMMUNICATOR; (B) NEITHER GRANITE, ITS VENDORS, PROVIDERS OR SUBCONTRACTORS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY ALARMS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER; (C) THERE IS NO GUARANTEE THAT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS REQUIRED TO SUPPORT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE ANALOG REPLACEMENT SERVICES OR GRANITE PROVIDED CPE WILL MEET CUSTOMER'S REQUIREMENTS; AND (C) CERTAIN EMERGENCY SERVICES MAY NOT FUNCTION IN THE CASE OF A SERVICE FAILURE, INCLUDING BUT NOT LIMITED TO (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (III) FAILURE TO NOTIFY THE APPROPRIATE CENTRAL STATION AND/OR EMERGENCY RESPONDERS; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN.

**5. Rates and Charges.** The Rates and Charges for Analog Replacement Services are set forth in the applicable Service Order Document(s), or as otherwise communicated to Customer at the time of ordering such Analog Replacement Services and may vary depending CPE, Port Licenses, geographic location, underlying infrastructure and equipment at the Customer's premises, and/or other costs required to access facilities at each Customer's location and complete the Analog Replacement Services to Customer.

**6. Service Term.** The initial minimum Service Term of all Analog Replacement Services shall begin on the Service Start Date and shall be as set forth in the applicable SOW, Service Order Document or other writing accepted by Granite, provided, notwithstanding the foregoing, all Analog Replacement Services shall be deemed to have committed to an initial minimum Service Term of at least thirty-six (36) months unless otherwise expressly agreed to by the Parties. 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 year-to-year basis unless the parties agree otherwise or the Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or Analog Replacement Service is otherwise terminated in accordance with the Agreement and these Analog Replacement Terms of Service.

**7. Cancellation Fees; Early Termination Fees.**

7.1 Cancellation Fees. In the event Customer cancels all or any portion of any order for Analog Replacement Services after ordering such Services but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) a cancellation fee consistent with Section 3.5 of the General Terms and Conditions, plus (ii) any and all actual expenses incurred by Granite to purchase, activate, install and/or terminate Services.

7.2 Early Termination Fees. Upon the termination of specific Analog Replacement Services or termination of Agreement, all unpaid charges will become due immediately, and as compensation to Granite for such termination, Customer shall pay Granite (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 Analog Replacement 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) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite, plus (d) any other fees consistent with Section 3.5 of the General Terms and Conditions.

## **8. Co-Access**

To assist Customer and optimize Analog Replacement Services ordered by Customer, Customer shall provide Granite, upon Granite's request, with Co-Access to Customer's third-party provider's alarm panel portal under the terms set forth below.

### 8.1 Description of Services.

(a) "Co-Access" shall mean read-only access to Customer's alarm panel portal (the "Portal") by Granite and Customer (and/or Customer's third-party vendor).

(b) Co-Access is only available for locations where Granite-provided Analog Replacement Services are installed and deployed, and where Customer provides Granite with the necessary read access to the Portal.

(c) Co-Access capabilities shall be effective on the date which Granite and Customer mutually agree that proper access to the Portal is available to Granite.

### 8.2 Granite Actions.

(a) Granite Co-Access includes read-only access to allow Granite to obtain internal logs and related information from the Portal.

(b) Co-Access includes no services or functionality other than those expressly set forth in this Section 8.

### 8.3 Customer Responsibilities.

Granite is not responsible for any configuration changes to the Portal, or actions or omissions of Customer. Granite's Co-Access does not include management or monitoring services, and is offered to Customer as-is, without any express or implied warranties. Customer acknowledges and agrees that Granite is not responsible for monitoring and/or maintaining the Portal, Customer's fire alarm panel, or for any central station monitoring or other alarm services for fire, burglary or any other life safety, security or protection systems or equipment. In the event of any issues with Customer's alarm panel or the failure of any service or equipment that is not part of the Analog Replacement Services, Customer's third-party alarm vendor serves as the contact point for Customer to report problems, obtain updates, or request escalations.

## **9. Assumptions and Exclusions (as applicable).**

In addition to any assumptions and exclusions identified in a Service Order Document or SOW, the rates and charges and service availability are subject to the following assumptions and exclusions:

- Any necessary backboard shall be supplied and installed by others.
- Assumes this is a non-union location and has been priced accordingly.
- Significant changes to cable pathways, scope of work, station count or other items that effect the structured cabling installation may require a change to the pricing.

- Idle time incurred by Granite due to absence of Customer supplied materials, required escorts, clearances, permits inability to enter work place or other factors beyond our control, will be billed at \$99.00 per hour per technician plus travel time and related expenses.
- The pricing is budgetary in nature until Granite is able to perform a site survey.
- All work will be performed during daytime hours, 7:00 AM and 12:00 noon and 12:30 PM and 4:00 PM Monday – Friday except holidays recognized by Granite, the contractor. Overtime and premium time labor is excluded.
- Work in any hazardous material environments is excluded.
- Granite shall have clear access to all areas being affected by the performance of work including but not limited to such issues as moving furniture or office equipment and availability of elevators.
- All A.C. power must be accessible, of adequate sizing and locally available.
- Any delays caused by Customer due to interference of work schedule, material delivery, change of work or concealed conditions, resulting in an increase in cost to Granite to perform work shall be at the expense of the Customer.
- Does not include removal of old abandoned cable from the site.

**EXHIBIT A**  
Software License  
End User Software License  
Important – Read before Installing or Operating This Service

**CUSTOMER (OR AS MAY BE USED IN THIS EXHIBIT, “LICENSEE”) AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, HAVING INSTALLED, COPYING, OR OTHERWISE USING THE SERVICE. IF LICENSEE DOES NOT AGREE, DO NOT INSTALL OR USE THE SERVICE.**

1. **Scope.** This License applies to the software product you have licensed from Granite (“Software”) and any published corrections, updates, new releases and new versions of such software provided that you are otherwise entitled to access and use such updates, new releases and new versions. The Software is licensed for use in conjunction with Granite hardware which together with the Software will be referenced as the “Product or Service.” This License is a legal agreement between Granite and the single entity (“Licensee”) that has acquired the Software from Granite under applicable terms and conditions. The Software incorporates certain third-party software programs that Granite has full rights to license in conjunction with the Product hereunder.

2. **License Grant.** Subject to the terms of this License, Granite grants to Licensee a non-exclusive, non-transferable license to use the Software for which Licensee has paid the required license fees in object code form for its internal business purposes. Other than as specifically described herein, no right or license is granted to Licensee to any of Granite’s trademarks, copyrights, or other intellectual property rights. The Software incorporates certain third-party software, which is used subject to licenses from the respective owners. The protections given to Granite under this License also apply to the suppliers of this third-party software, who are intended third party beneficiaries of this License.

3. **Restrictions; Remote Access.** The Software, documentation and the associated copyrights and other intellectual property rights are owned by Granite or its licensors and are protected by law. Licensee may not copy, modify, reverse compile or reverse engineer the Software, or sell, sub-license, rent or transfer the Software or any associated documentation to any third party. Licensee may install, use, access, display and run the Software only in the manner in which it has been licensed, including but not limited to any restrictions on number of protected applications, number or type of licensed devices, number of users, bandwidth or database restrictions. Granite reserves the right to audit Licensee’s use of the Software or authorize others to do so on its behalf and to disable any application or functionality that has not been specifically licensed at any time without notice.

4. **Export Control.** The Service and accompanying documentation are subject to U.S. export control laws and regulations. Licensee agrees to comply with all such applicable laws and regulations. If Licensee exports or re-exports the Service, Licensee will, at its own expense, pay for all export licenses, customs charges, duties and related fees, and take all other actions required to accomplish the legal export or re-export of the Service acquired by Licensee.

5. **Limited Warranty.** Granite warrants that for a period of 1 year from the date of shipment: the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. In no event does Granite warrant that the Software is error free, that it will operate with any software or hardware other than that Service provided by Granite or specified in the documentation, or that the Software will satisfy Licensee’s own specific requirements.

**Remedy.** Licensee’s exclusive remedy and the entire liability of Granite under this limited warranty and any other guarantee made by Granite is, at Granite’s option, to repair or replace any Software that fails during the warranty period at no cost to Licensee. Granite will, at its option, undertake reasonable efforts to modify the Software to correct any substantial non-conformance with the specifications.

**Restrictions.** The foregoing limited warranties extend only to the original Licensee, and do not apply if the Software (a) has been altered, except by Granite or a Granite-designated representative or in accordance with Granite instructions, (b) has not been installed, operated, repaired, or maintained in accordance with Granite’s instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident or (d) has been operated

outside of the environmental specifications for the Software. Granite's limited software warranty does not apply to software corrections or upgrades.

6. U.S. Government Customers. The Software and any related documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this End User License Agreement may be incorporated, Government Customer will acquire, the Software and Documentation with only those rights set forth in this End User License Agreement. Use of either the Software or documentation or both constitutes agreement by the Government that the Software and associated documentation are "commercial computer software" and "commercial computer software documentation" and constitutes acceptance of the rights and restrictions herein.

7. DISCLAIMER; LIMITATION OF REMEDY. EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED HEREIN, GRANITE AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE PRODUCT, SPECIFICATIONS, SUPPORT OR SERVICES DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, TRADE PRACTICE OR ANY WARRANTY OF SECURITY OR THAT THE SERVICES OR SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. GRANITE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO GRANITE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD. GRANITE MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE. GRANITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. NEITHER GRANITE NOR ITS THIRD-PARTY LICENSORS HAVE AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE. THE COLLECTIVE LIABILITY OF GRANITE AND ITS THIRD-PARTY LICENSORS UNDER THIS LICENSE WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT. GRANITE AND ITS THIRD PARTY LICENSORS WILL NOT HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR OTHER GOODS OR SERVICES FURNISHED TO LICENSEE BY GRANITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, GRANITE'S THIRD PARTY LICENSORS WILL NOT HAVE ANY LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND UNDER THIS LICENSE AGREEMENT.

8. Termination. The license granted in Section 2 is effective until terminated, and will automatically terminate if Licensee fails to comply with any of its provisions.

9. Limited portions of the software provided with the Software contain software code subject to the GNU GPL Version 2 available at <http://www.gnu.org/licenses/gpl.html>. Please refer to the Acknowledgement section found in the Software documentation for the specific references. Only those portions of the software that are licensed under the GPL are subject to the GPL license. All other software code is subject to the restrictions set forth elsewhere in this Agreement. Furthermore, those portions of the software that are licensed under the GPL are subject to the remaining terms and conditions of the Agreement to the extent that those terms are not inconsistent with the terms of the GPL.



**EXHIBIT B**  
Data Privacy Agreement

This Data Protection Agreement (“**DPA**”) accompanies the Analog Replacement Terms of Service that govern Analog Replacement Services provided by Granite to Customer. All capitalized terms not defined herein will have the meaning set forth in the Agreement, or the applicable Service Order, as the case may be.

**1.0 Purpose of the DPA.** This DPA reflects the Parties’ agreement with regard to the Processing of data, including Personal Data, in accordance with the requirements of Applicable Laws. Granite agrees to comply with the provisions of this DPA to the extent Granite will process Personal Data in connection with the provision of the Analog Replacement Services to Customer.

**2.0 Definitions:** Capitalized terms, used but not otherwise defined herein shall have the meaning set forth in the Agreement. For the purpose of this DPA only, the capitalized terms set forth below shall mean the following:

2.1 “Applicable Laws” shall mean all applicable United States federal, state and local data protection, privacy and data security laws, as well as all related regulations, including, without limitation, the California Consumer Privacy Act, the Health Insurance and Portability Act, The Patriots Act, and any other similar laws, rules and regulations now or hereinafter in effect.

2.2 "Authorized Personnel" means (a) Granite employees who have a need to know or otherwise access Personal Data for the purposes of providing the Services to Customer; and (b) Granite’s contractors, agents, and auditors who have a need to know or otherwise access Personal Data to enable Granite to perform the Services.

2.3 “Personal Data” means any data relating to an identified or identifiable person that is submitted to, or collected by, Granite in connection with the provision of the Services when such data is protected as “personal data” or “personally identifiable information” or a similar term under Applicable Laws.

2.4 “Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

2.5 “Security Breach” means (a) any act or omission that compromises either the security, confidentiality, or integrity of Personal Data or the physical, technical, administrative, or organizational safeguards put in place by Granite (or any Authorized Personnel), or by Customer should Granite have access to Customer’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Data, or (b) receipt of a complaint in relation to the privacy and data security practices of Granite (or any Authorized Personnel) or a breach or alleged breach of this DPA relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Data.

**3.0 Processing Personal Data.**

3.1 General. Granite shall process Personal Data in accordance with Customer’s written instructions (unless expressly waived in a written requirement) provided during the term of the Agreement. In the event Granite reasonably believes there is a conflict with any Applicable Law and Customer’s instructions, Granite will inform Customer immediately and the Parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction

3.2 Granite shall: (i) assist, to a reasonable extent, the fulfillment of Customer’s obligations to respond to requests for exercising a data subject’s rights with respect to Personal Data under Applicable Laws; (ii) assist, to a reasonable extent, Customer in complying with its obligations with respect to Personal Data pursuant to Applicable Laws; (iii) make available to Customer all information necessary to demonstrate compliance with its obligations as a processor specified in the Applicable Laws; (iv) maintain a record of all categories of processing activities carried out on behalf of Customer in accordance with the Applicable Laws; and (v) cooperate, on request, with an regulatory authority in the provision of the Services to Customer.

3.3 Granite agrees as follows: (i) to Process Personal Data only for the purposes specified in the Agreement or as provided by Customer; (ii) to provide at least the same level of privacy protection for Personal Data as is required by the Applicable Laws; (iii) to notify Customer if it makes a determination that it can no longer meet its obligations under subclause (ii) above; and (iv) upon making the determination specified in subclause (iii) above, or upon notice from Customer, to take reasonable and appropriate steps to stop and remediate unauthorized Processing.

3.4 Security Controls. Granite shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer's data and confidential and proprietary information, including Personal Data, as further set forth in the Agreement. Granite will regularly monitor compliance with these safeguards. Granite will not decrease the overall security of the Services during the term of the Agreement. Granite hereby certifies that it will delete, de-identify, or otherwise remove any access to any Personal Data after it is no longer needed for the identified processing purpose, or upon termination or expiration of the Agreement.

3.5 Authorized Personnel; Sub-processors. Granite shall ensure that Authorized Personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. In addition, Granite is authorized to use sub-processors provided that Granite shall enter into an agreement with the sub-processor containing data protection obligations that are at least as restrictive as the obligations under this DPA. Granite shall remain liable for any act or omission of a sub-processor that does not comply with the requirements of this DPA.

3.6 Security Breaches. Granite will promptly, but no later than forty-eight (48) hours, after becoming aware of a Security Breach (a) notify Customer of the Security Breach; (b) investigate the Security Breach; (c) provide Customer with details about the Security Breach; and (d) undertake diligent efforts to prevent a recurrence of the Security Breach. Granite agrees to cooperate in Customer's handling of the matter by: (i) providing reasonable assistance with Customer's investigation; and (ii) making available relevant records, logs, files, data reporting, and other materials related to the Security Breach's effects on Customer, as required to comply with Applicable Law.

#### **4.0 Miscellaneous.**

4.1 In the event of any conflict or inconsistency between this DPA and the Agreement, the terms of this DPA shall prevail, but only with regard to the subject matter set forth herein.

4.2 In the event any provision of this DPA, in whole or in part, is invalid, unenforceable or in conflict with the Applicable Laws of any jurisdiction, such provision will be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of this DPA will remain unaffected and in full force.

## EXHIBIT C

### **Subscription Services Addendum (Software as a Service)**

1. **DESCRIPTION.** (A) **Rights Grant.** Subject to the terms and conditions of this Addendum, Granite grants to Customer the following rights to access and use the Subscription Services solely for the purposes of providing access to the Subscription Services to Customer. (B) **Limitations.** (i) Customer shall not, and shall not permit others to modify (except as may be authorised by Granite), alter, adapt, translate, disassemble, reverse engineer or decompile the Subscription Services, in whole or in part, or in any way to distribute or resell the Subscription Services on a standalone basis, or authorise anyone else to do the foregoing; (iii) Customer acknowledges that no title to any intellectual property of the Subscription Services is transferred to Customer; and (iv) this Addendum is personal to Customer and Customer agrees not to transfer or assign any rights to the Subscription Services to any third party. Granite reserves the right to take reasonable steps to prevent unauthorized access to, and use of, the Subscription Services, including its Documentation. (C) **Service Facts.** In consideration of Customer's payment of the applicable Service Fees, Granite will provide access to the Subscription. (D) **Non-Exclusive Relationship.** Granite reserves the right to distribute Subscription Services using its own personnel or independent sales representatives or via any other distribution channel or means.

2. **SERVICES TERM.** This Addendum will run concurrent to the Term of the Agreement and shall automatically terminate in the event of expiration or termination of the Agreement.

3. **END-USERS RESPONSIBILITIES.** (A) **General Sales Obligations.** Customer agrees to the following; (i) Customer will (1) conduct business that relates to the Subscription Services in a manner that does not reflect unfavourably on the Subscription Services or the good name, goodwill, and reputation of Granite; (2) avoid deceptive, misleading, or unethical practices that are or might be detrimental to Granite, (3) make no false or misleading representation with respect to the Subscription Services; (4) not publish or use any misleading or deceptive advertising material; (5) make no representations with respect to the Subscription Services that are inconsistent with the literature distributed by Granite, including all warranties and disclaimers contained in such literature; and (6) comply with all applicable laws, including but not limited to all applicable export laws and regulations.

4. **MAINTENANCE OBLIGATIONS.** Upon receipt of an order from Customer, Granite will work with Customer to activate the Subscription Services. Granite reserves the right in its sole discretion to withdraw Subscription Services or discontinue various variants of its Subscription Services.

5. **THIRD PARTIES.** The parties to this Addendum do not intend that any of its terms will be enforceable by any person not party to it.

6. **DEFINITIONS.** As used in this Addendum only the following words have the meanings ascribed below:

**"Service"** means the sale of the Hardware, Software License and Subscription Services to Customer.

**"Documentation"** means the version(s) of the manual and on-line help files pertaining to the Subscription Services, in printed or electronic form, prepared by Granite and generally provided to users of the Customer version of the Subscription Services.

**"Subscription Services"** means the Subscription Services products and programs that are listed in an applicable Service Order Document or otherwise communicated to Customer at the time of ordering Analog Replacement Services and are included in the Service.

**"Users"** shall mean each and every electronic account through which electronic messages can be sent or received, which account (i) is owned or operated by Customer or used by its employees or agents in the scope of their employment for Customer and (ii) receives Services for which Service Fees have been paid.

## EXHIBIT D

### END-USER NOTICE OF 911 AND E911 SERVICE LIMITATIONS

This Notice of 911 and E911 service limitations (the “Service Limits”) supplements the terms and conditions set forth in the Agreement and applies to Analog Replacement Services that provide, or include, access to the internet, including the hosted Subscription Services, or that are provided over the internet or wireless data and telecommunications networks (collectively “Services”) of Granite’s underlying hosted service providers, internet service providers or wireless data and/or telecommunications service providers (collectively “Service Providers”). These Service Limits apply to Customer and any of its end users, invitees, licensees, customers, agent or contractors gaining access to the Services through Customer (collectively with Customer, “Users”). All capitalized terms used but not otherwise defined herein have the meaning attributed to them in the Agreement.

**PLEASE READ THIS NOTICE CAREFULLY. AS A USER OF ANALOG REPLACEMENT SERVICES, YOU ARE REQUIRED TO AGREE THAT YOU HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E911 EMERGENCY SERVICES AVAILABLE THROUGH THE GRANITE CALLING SERVICES. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE ANALOG REPLACEMENT SERVICES.**

**Definitions:** Capitalized terms used within this document have the following meanings:

“911 Services” means functionality that allows Users to contact emergency services by dialing the digits 911.

“Enhanced 911 Service” or “E911” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving Customer’s registered or User-provided address and to deliver the User’s telephone number and registered address information automatically to the emergency operator answering the call.

“Basic 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s registered or user-provided address. With basic 911, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.

#### **Industry Standard Functionality**

**With Basic 911 Service**, when a caller from your registered location dials the digits 911, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller’s call-back telephone number or the associated registered address, even if that address has been properly registered, because with Basic 911 Service the emergency center is not equipped to receive, capture or retain the telephone number associated with any originator’s calling service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller’s address if call-back and address information has not been provided by the caller.

**With Enhanced 911 Service (“E911”)**, when a caller from your properly registered location dials the digits 911, the call is sent to the local emergency center serving that location, and the phone number and registered location address are automatically presented to the local emergency center serving the location. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information and can promptly dispatch to the registered address.

**EMERGENCY SERVICE LIMITATIONS APPLICABLE TO ALL CALLING SERVICES OFFERED BY GRANITE:**

Emergency 911 Services (including Enhanced 911 or “E911”) **may have an adverse impact upon the ability or timeliness of 911 responders to respond to or assist Users or others in the event of an emergency.** In addition, due to limitations in the technology, the location reported to the public safety dispatcher for Customer telephones may

not include a User's specific location within a business premise. For this reason, it is important that Customer's carefully follow the instructions below and inform all Users of the same requirements.

### **Calling Services Limitations**

The limitations detailed here are applicable to all of Granite's calling services (which include but are by no means limited to: Phonebooth OnDemand, SIP Trunking, SIP Origination/Termination, Boxset, FreePBX/SipStation, and Hosted IP-PBX). Customer agrees to inform all Users of Granite's calling services of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer and Users acknowledge and agree to inform all employees, guests and other third persons who may use the calling services of the limitations associated with emergency calling capabilities.

The Analog Replacement calling services have Basic 911 Services capabilities that are different from those offered by traditional providers of local telephone services: Customer and Users acknowledge and agree that the calling services are internet or wireless based and that the 911 calling capabilities associated with the calling services are different from those offered by traditional providers of local telephone services. The calling services are not meant to be relied upon in the case of an emergency. While Granite attempts to provide access to emergency service, these services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of emergency services. **YOU SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES.**

**BASIC 911 SERVICE WILL NOT WORK IF YOU EXPERIENCE A POWER OUTAGE, SERVICE OUTAGE OR ANY OTHER NETWORK DISRUPTION.** Outages of your electricity and problems with your connection, including network congestion, will disrupt the calling service and you will not be able to use it for 911 emergency calling unless the battery within the CPE provides sufficient power to support placing a call.

**911 SERVICE WILL NOT WORK IF YOUR SERVICE IS DISCONNECTED OR YOU EXPERIENCE AN OUTAGE FOR ANY REASON.** If you have a service outage due to a suspension of your account due to billing issues or for any other reason, you will not be able to use the calling services for any calls, including for emergency 911 calls.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU HAVE A TELEPHONE NUMBER THAT DOES NOT MATCH YOUR ACTUAL GEOGRAPHIC LOCATION.** The calling services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 dispatch problems because the call may be routed to an emergency service provider in the wrong location. All 911 capabilities will only be available in the location that you have associated with the particular assigned direct-inward-dial ("DID") telephone number. For Basic 911 Services or E911 to be accurately routed to the appropriate local emergency service provider, Customer must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, if you are using the service in a location that uses a different area code than the area code for the number you are using with your calling service, when you dial 911 you may not be able to reach any emergency personnel. Even if you do reach emergency personnel, your call may not reach the emergency personnel near your actual physical location and the emergency personnel may not be able to transfer your call or respond to your emergency.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICE CENTER IF YOU FAIL TO REGISTER A VALID SERVICE ADDRESS.** Failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, use of any calling service from a location other than the location to which such service was ordered, i.e., the "primary registered address," may result in Basic or Enhanced 911 calls being routed to the incorrect local emergency service provider.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU MOVE YOUR PHONE TO A LOCATION DIFFERENT FROM THE ADDRESS YOU INITIALLY REGISTERED.** It is important that you register accurate location information every time you move the equipment associated with your calling service. If you move your CPE to another location without reregistering, when you dial 911, you may not be able to

reach any emergency personnel. Even if you do reach emergency personnel, if you have not provided valid location information you will not be calling the emergency personnel near your actual location and this emergency personnel may not be able to transfer your call or respond to your emergency.

YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU FAIL TO ACCURATELY REGISTER OR REREGISTER YOUR NEW LOCATION OR CALL 911 WITHIN 48 HOURS OF UPDATING YOUR LOCATION. It is important that you register an accurate physical location when you initiate your service and every time you move the CPE associated with your calling service. When you change your location, it may take up to 72 hours for your location change to be reflected in our records. During that time, you may not be able to reach may not be able to reach the correct emergency services center or any emergency service provider by dialing 911.

GRANITE UNDERSTANDS THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE BASIC 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH THE CALLING SERVICES.

Any obligations that may be imposed by federal and state law on operators of private branch exchange or multiline telephone systems are obligations imposed on Customer and, and not on Granite.

The calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions and if this situation ever changes you will discontinue the use of the calling services.