GRANITE MANAGED NETWORK SERVICES ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These Granite Managed Network Services Additional Terms and Conditions of Service (the "Granite Managed Network 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 Granite Managed Network Services offered by Granite and/or its affiliates through contracts with its Provider(s). The Granite Managed Network 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 THE GRANITE MANAGED NETWORK SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE GRANITE MANAGED NETWORK SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH GRANITE MANAGED NETWORK SERVICES IMMEDIATELY. The Granite Managed Network Services Terms of Service are in addition to the General Terms of Service.

1. Services.

1.1 Description of Services.

- (a) "<u>Granite Managed Network Services</u>" or "<u>Granite MNS</u>" shall mean and consist of one or more of the following: (i) Essential Network Monitoring; (ii) Enhanced Network Monitoring; (iii) Custom Network Solutions; (iv) edgeboot Services; (v) Optional Dispatch Services; and/or (vi) Professional Services. Managed Network Services as described herein include any Granite-provided software ancillary to these Granite Managed Network Services.
- (b) Managed Network Services shall be available to Customer if: (i) Customer purchased any underlying Services from Granite, if and as applicable; (ii) relevant CPE is installed and/or approved by Granite; (iii) Customer provides and allows Granite access to information needed to establish Communication Protocols, as defined herein, and (iv) Customer selected one or more Managed Network Services on a relevant Service Order Document. For purposes of Managed Network Services, "Communication Protocol(s)" shall be defined to include without limitation: Internet Control Message Protocol ("ICMP"), Simple Network Management Protocol ("SNMP"), and Applicable Programming Interface ("API").
- (c) For purposes of these Granite Managed Network Services Terms of Service, references to CPE may refer to Provider Equipment, depending on the particular Service(s), and may include without limitation switches, access points, routers, firewalls, and/or devices.
- 1.2 <u>Applicable Additional Terms and Conditions</u>. The additional terms and conditions set forth in **Exhibit A**, attached hereto and incorporated herein, shall apply to and govern the particular Managed Network Services described therein.
- 1.3 <u>Configuration</u>. Customer shall be solely responsible for the selected configuration on the CPE. For the avoidance of doubt, all references herein to equipment, appliances, and/or devices, whether or not capitalized, are in reference to and shall be considered CPE. Customer must complete and provide the appropriate, current configuration forms. Granite may configure Managed Network Services in accordance with Customer's configuration submission. Customer is responsible for confirming that its network elements are configured in accordance with Customer's preferences prior to and after activation of Managed Network Services.

1.4 <u>Physical and Diagnostic Access.</u>

(a) Remote access shall be used by Granite and its subcontractors to support and troubleshoot the Customer's CPE. Customer agrees to provide an on-site Customer contact for remote access, remediation, and troubleshooting.

1.5 <u>Granite Equipment and Core Network; Customer Equipment.</u>

(a) To the extent a Service Order Document requires Granite to complete on-site Services and/or obtain additional Underlying Rights ("<u>Underlying Rights</u>" means any and all agreements, licenses, conduit use {999997-009/00066603-1}

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, Managed Network Services) Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Managed Network 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 <u>Responsibilities of Parties.</u>

- (a) Granite is not responsible for any delays in provisioning or failures of Managed Network 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 Network Services to Customer. Customer 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. Customer acknowledges that the provisioning of Managed Network 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 Network Services based on a scope 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 Network Services.
- (b) 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 Network Services. This assistance and cooperation includes, but is not limited to: (i) designating a technical point of contact to work with Granite as needed and a point of contact to receive status reports and other communications; (ii) providing Granite with all necessary information to complete the Managed Network Services (including install information to configure CPE); (iii) a complete list of applications that Customer is currently running; (iv) assistance in schedule of installations and service calls (including coordinating with appropriate Customer personnel at branches/locations); (v) providing Granite with existing CPE configurations; (vi) providing a safe and hazard free work environment at each location and property security environmental conditions for CPE at each location; (vii) promptly communicating any details of any changes made by Customer to its internal systems that would impact CPE in any way; (vii) 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 (ix) providing such other cooperation and assistance as is reasonably necessary (e.g. execution of LOA or other documents).
- (c) Customer agrees not to modify, enhance, or otherwise alter any CPE or other equipment related to Managed Network Services or Managed Network Services without Granite's prior written consent.
- (d) 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).
- **Rates and Charges.** Rates and Charges for Managed Network 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 Network Services and may vary depending on Managed Network Service type, features, equipment and other costs required to deliver the Managed Network Service to Customer.

- 3. <u>Service Term.</u> The initial minimum Service Term of all Managed Network 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 Network Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least thirty-six (36) months from the Service Start Date. After the end of the initial Service Term selected by Customer, the Managed Network Service shall automatically renew and continue for subsequent twelve (12) month Service Terms unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term. Certain licenses or software provided in connection with the Managed Network Services may automatically terminate at the end of the initial Service Term unless otherwise renewed by Customer.
- 4. <u>Early Termination Fees.</u> If any specific Managed Network 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 average monthly recurring charge multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Managed Network 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 Network Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite.

Exhibit A

1. <u>Essential Network Monitoring</u>.

1.1 Essential Network Monitoring Services consist of Proactive Ticketing and edgeboot Services. Essential Network Monitoring Services are also eligible for Optional Dispatch Options identified in Section 5, below. Essential Network Monitoring Services are only available where the underlying connection is a Granite-provided Broadband Service.

1.2 Proactive Ticketing – Internet Protocol Address (IP)

- (a) Customer's Granite-provided internet access Services are eligible for Proactive Ticketing IP if the applicable internet access Service has a public-facing, routable static IP address.
- (b) Proactive Ticketing IP consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; and (v) e-mails notifications when tickets are opened, updated, or closed.
- (c) Granite's NOC will support the applicable Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

1.3 Proactive Ticketing – General

- (a) Proactive Ticketing General may be available for LAN CPE that is not supported by Granite monitoring technologies but may be reached by network agent or other means identified and tested by Granite engineering resources. It consists of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite-provided services, and (iv) e-mails notifications when tickets are opened, updated, or closed. Ticket integration may be available separately and upon request.
- (b) Customer's CPE that is not Granite-provided is eligible for Proactive Ticketing General if: (i) the CPE is Communication Protocol capable; (ii) Customer provides Granite with a complete and accurate inventory report that includes, at minimum, part number and serial number; (iii) scope of support responsibilities is mutually agreeable between Customer and Granite; and (iv) if necessary, Customer agrees to a site survey conducted by a Granite technician.
- (c) Granite's Network Operations Center ("NOC") will support the applicable CPE after its Service Start Date. Granite's NOC will serve as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, and request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative . If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

1.4 edgeboot Services

(a) Essential Network Monitoring Services include edgeboot Services described in Section 4, below; provided that the edgeboot Services included in Essential Network Monitoring Services include out-of-band management connectivity only and do not include data connectivity.

2. Enhanced Network Monitoring Services

2.1 Enhanced Network Monitoring Services consist of Advanced Monitoring and edgeboot Services. Enhanced Network Monitoring Services are also eligible for Optional Dispatch Options identified in Section 5, below. {999997-009/00066603-1}

2.2 Advanced Monitoring – Applicable Terms.

- (a) Advanced Monitoring Service consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated, or closed; and (vi) portal access and analytics.
- (b) Granite's NOC will support the applicable device and/or Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.
- (c) Advanced Monitoring Service is eligible for Dispatch Options identified in Section 5 of this Exhibit A to these Granite Managed Network Services Terms of Service.

2.3 Advanced Monitoring – Internet Access

- (a) This Section 2.3 governs Advance Monitoring applied to (i) Wireless Broadband / Internet of Things (IoT); (ii) Access; (iii) Access + CPE; and (iv) Analog Replacement Services (Epik).
- (b) Customer's Granite-provided internet access Services are eligible for Advanced Monitoring if (i) the applicable internet access Service has a public-facing routable static IP address, and (ii) Communications Protocols are capable of being established.

2.4 <u>Advanced Monitoring – VoIP Service</u>

(a) Customer's Granite-provided VoIP Services are eligible for Advanced Monitoring – VoIP Service if; (i) the VoIP Service utilizes Granite-provided or Granite-approved IP phones or ATAs, and (ii) Communications Protocols are capable of being established.

2.5 Advanced Monitoring – SD WAN Service

(a) Customer's Granite-provided or Granite-approved SD-WAN Services are eligible for Advanced Monitoring – SD WAN Service if Communications Protocols are capable of being established.

2.6 edgeboot Services

(a) Enhanced Network Monitoring Services include edgeboot Services described in Section 4, below; provided that the edgeboot Services included in Enhanced Network Monitoring Services include out-of-band management connectivity only and do not include data connectivity.

3. <u>Custom Managed Network Services.</u>

3.1 <u>Custom Managed Network Services – Terms.</u>

- (a) Granite's Custom Managed Network Services are available as may be agreed upon between Granite and Customer in an applicable Service Order Document.
- (b) Granite's NOC will support the applicable device and/or Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and that the Service is Granite-provided, a support case will be opened until the issue is remedied.

- (c) Custom Managed Network Services are eligible for Dispatch Options identified in Section 5, below.
- (d) Custom Managed Network Services may include optional Ticket Integration and/or VPN Client Services, respectively described in Sections 3.5 and 3.6, below, if and as agreed upon between Granite and Customer in an applicable Service Order Document.

3.2 Custom Managed Network Services - Wi-Fi

- (a) Customer's Granite-provided Wi-Fi Services are eligible for Custom Managed Network Services Wi-Fi if: (i) Granite has administrative access to the applicable Wi-Fi Service; and (ii) Communications Protocols are capable of being established.
- (b) Custom Managed Network Services Wi-Fi consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated or closed; and (vi) portal access and analytics.

3.3 <u>Custom Managed Network Services – Switch</u>

- (a) Customer's Granite-provided Switch Services are eligible for Custom Managed Newtork Services Switch if: (i) Granite has administrative access to the applicable Switch Service; and (ii) Communications Protocols are capable of being established.
- (b) Custom Managed Network Services Switch consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated or closed; and (vi) portal access and analytics.

3.4 Custom Managed Network Services - SD WAN (Branch and HQ)

- (a) Customer is eligible for Customer Managed Network Services SD WAN, including Branch and HQ, if: (i) the Service utilizes Granite-provided SD-WAN CPE; and (ii) Communications Protocols are capable of being established.
- (b) Custom Managed Network Services SD-WAN consist of the following: (i) initial and ongoing SD-WAN configuration; (ii) active/active WAN configuration; (iii) up/down monitoring 24x7x365 of CPE and WAN interfaces; (iv) initial Customer notification of incident within fifteen (15) minutes via email; (v) Customer portal read access for analytics; (vi) incident management and troubleshooting, (vii) proactive trouble tickets; (vii) email notifications when tickets are opened, updated or closed.
- (c) Customer must complete and provide the appropriate, current configuration form as applicable. Granite will configure SD-WAN CPE and network policies in accordance with Customer's configuration submission. Customer is responsible for confirming that its network policies are configured in accordance with Customer's preferences prior to and after activation of Custom Managed Network Services SD-WAN Service.

3.5. Optional Ticket Integration.

Ticket Integration Services may assist Customer with integrating Customer's ticketing system application (e.g., ServiceNow, ConnectWise) with Granite's ticketing system to allow for send-and-receive information exchange regarding Customer service requests and trouble tickets.

3.6. Optional VPN Client.

VPN Client Services utilize deployed technology to create and maintain Virtual Private Network (VPN) connections to Customer's business users servers and devices.

3.7 <u>edgeboot Services</u>

(a) Custom Managed Network Services include edgeboot Services described in Section 4, below, including both out-of-band management connectivity and data connectivity.

4. Power Cycle Controller and Out-of-Band Monitoring ("edgeboot")

4.1 General.

- (a) Customer may purchase edgeboot Services, which consist of (i) remote rebooting functionality using the edgeboot device's power cycle controlling capability ("Power Cycling"); (ii) out-of-band monitoring capability which allows limited functionality of Access/Asset Remediation Services through a cellular connection that operates even when other network connections may not be functioning; and (iii) portal access and analytics.
- (b) edgeboot Services require installation of Granite-owned, Granite-provided CPE (i.e. an edgeboot device), each which installation may be subject to an additional charge.
- (c) Granite's NOC will support the edgeboot Service after commencement of its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. Utilizing the edgeboot Service and service-affecting issue-detection technology, Granite will remotely and automatically remediate such service-affecting issue(s) via Power Cycling. In the event the remedial Power Cycling does not resolve the detected issue, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.
- (d) edgeboot Services are provided on a best-efforts basis. Specifically, and without limitation, there are no service level agreements applicable to edgeboot Services. Any connectivity provided by Granite shall be subject to the applicable SLA for the applicable underlying data connection (including, without limitation, Mobility M2M Services, as set forth in Section 3.3, below). Any monitoring provided by Granite shall be subject to the relevant portions of the Granite Managed Network Services SLA, as set forth at www.granitenet.com/Legal.
- (e) Customer is solely responsible for selecting the equipment that it may choose to connect to an edgeboot device to use the edgeboot Services. Granite makes no representations or warranties regarding: (i) compatibility between the edgeboot device and any other device; (ii) whether connecting any particular device to the edgeboot device is appropriate; and (iii) whether Granite's NOC will be able to remediate any particular issue involving any equipment Customer chooses to connect to an edgeboot device.

4.2 <u>edgeboot Port Activation</u>

The applicable Rates and Charges for edgeboot Services are assessed based on the number of ports actively connected to the edgeboot device and monitored as part of the edgeboot Services. A port (i.e. one of the three-prong terminals in each edgeboot device) will be considered active upon--and the Service Start Date for such port shall be--the earlier of (a) Customer notifying Granite that a new device has been connected to the edgeboot device and is using edgeboot Services; (b) a completed installation or technician visit where the technician connects a device to the edgeboot device, and such connected device is utilizing edgeboot Services; or (c) Granite's monitoring functionality detects a new device has been connected to the edgeboot device and has been using edgeboot Services for at least seven (7) days.

4.3 edgeboot Mobility Services

edgeboot Services utilize Granite mobility machine to machine data services ("M2M Services") for out-of-band monitoring and, in certain cases, for data connectivity. The M2M Services component of the edgeboot Services is governed by the Mobility Services Additional Terms of Service.

4.4 <u>edgeboot Disclaimer and Liability Limitation</u>.

- LIABILITY DISCLAIMER. EDGEBOOT SERVICES ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING EDGEBOOT SERVICES ARE EITHER: (A) SET FORTH IN A CORRESPSONDING SECTION OF ANY APPLICABLE SERVICE LEVEL AGREEMENT, OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED EDGEBOOT DEVICE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE EDGEBOOT SERVICES ARE ONLY ONE COMPONENT OF CUSTOMER'S PROGRAM FOR MANAGING CPE AND MONITORING APPLICABLE CPE AND THAT SERVICES ARE NOT A COMPREHENSIVE CPE MAINTENANCE AND MONITORING SOLUTION; (B) THERE IS NO GUARANTEE THAT THE EDGEBOOT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CPE CONNECTED TO OR MONITORED USING THE EDGEBOOT SERVICES WILL OPERATE CONSISTENTLY OR WITHOUT NEED FOR FURTHER INTERVENTION, MAINTENANCE, OR TROUBLESHOOTING, OR THAT THE EDGEBOOT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (C) CELLULAR CONNECTION TO THE EDGEBOOT DEVICE IS PROVIDED ON A BEST EFFORTS BASIS; (D) ANY USE OF EDGEBOOT SERVICES IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF EDGEBOOT SERVICES; AND (E) THE EDGEBOOT SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE EDGEBOOT SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"), AND GRANITE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK APPLICATIONS.
- (b) IN ADDITION TO, AND WITHOUT LIMITING, ANY OTHER LIABILITY LIMITATIONS ELSEWHERE IN THE TERMS OF SERVICE, IN NO EVENT WILL GRANITE'S LIABILITY IN CONNECTION WITH THE EDGEBOOT SERVICES EXCEED \$100. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT GRANITE HAS BEEN ADVISED OF THE POSSIBILITY OF GREATER DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. Optional Dispatch Services.

5.1 General.

- (a) The Optional Dispatch Services, which include Second Business Day Dispatch, Next Business Day Dispatch, and Premium Dispatch, shall be available for certain Managed Network Services at described in this Exhibit A to these Granite Managed Network Services Terms of Service. Granite shall only provide Optional Dispatch Services to the extent quoted in a relevant Service Order Document that is agreed to by Customer.
- (b) Technician arrival time shall be measured from the point at which the Parties make a reasonable determination that remote troubleshooting will not result in full remediation and Dispatch ticket creation occurs.
- (c) Dispatch tickets must be opened prior to 2pm EST. All Dispatch tickets opened after 2pm EST will deemed opened at 8am EST on the following business day.
- (d) All Optional Dispatch Services exclude materials and assume no more than two (2) hours on-site. Additional time shall be billed Granite's then-standard Network Integration rates.
- (e) Optional Dispatch Services are intended for diagnostic purposes. Repair and remediation are not guaranteed. To the extent diagnostic efforts indicate that remediation is required, Granite and Customer will coordinate such repair.

5.2 Second Business Day Dispatch.

Second Business Day Dispatch is Granite's standard dispatch option and means that a technician will be sent to Customer's affected location within two (2) business days of trouble ticket creation.

5.3 Next Business Day Dispatch.

Next Business Day Dispatch means that a technician will be sent to Customer's affected location within one (1) business day of trouble ticket creation.

5.4 <u>Premium Dispatch (Four Hour Technician, Four Hour Hardware, Four Hour Tech + Hardware).</u>

Premium Dispatch is a customized solution for customers who may require a technician and/or hardware to be dispatched to Customer sites within 4-hours. Customer site prequalification is required to ensure eligibility for service. If hardware replacement is in scope, depots will be stocked with spare CPE.

6. Professional Services.

- (a) Professional Services may be available upon Customer request to provide Customer with additional engineering resources and/or expertise to assist with project and/or ad hoc changes not otherwise within the scope of the foregoing Granite Managed Network Services offerings.
- (b) Professional Services may consist of changes including but not limited to: changes to the macro-level solution architecture; new routing protocols; data center migrations; new data center installations; addition of cloud services and cloud applications; requests for named engineering resources; requests for immediate changes or resources that are outside of the prescribed SLA or escalation; migrations related to acquisition or removal of multiple sites; WAN IP-related to connectivity migration at multiple sites; and configuration and policy changes on non-templatized Customer architecture.
- (c) Prior to commencement of any Professional Services engagement, Granite and Customer shall execute a separate written Professional Services Agreement or Addendum to an existing agreement, which agreement or addendum shall describe the Professional Services engagement, related pricing, requested resources, and other relevant details necessary for the provision of such Professional Services.

7. Security Services Disclaimer.

- 7.1 The following Security Services Disclaimer may apply to certain Services that have a security dimension, including, without limitation, Advanced Monitoring SD-WAN; Managed SD-WAN; VPN Client; and certain legacy Services (e.g. Advanced Monitoring Premise Firewall Service and Managed Premise Firewall Service).
- LIABILITY DISCLAIMER. SECURITY SERVICES ARE PROVIDED AS IS. GRANITE'S 7.2 ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING SECURITY SERVICES ARE EITHER: (A) SET FORTH IN CORRESPSONDING SECTION OF THE SERVICE LEVEL AGREEMENT, OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED FIREWALL DEVICE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE SECURITY SERVICES CONSTITUTE ONLY ONE COMPONENT OF CUSTOMER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE SECURITY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE SECURITY SERVICES WILL BE SECURE, OR THAT THE SECURITY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE SECURITY SERVICES 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.