

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 (as may be referred to as “EPIK”) shall mean and consist of (i) CPE that includes patented technology that allows analog / TDM signals / lines to be reported by a system that uses a cellular communication (i.e., wireless) and/or wireline service to connect to the internet, a central station, or other monitoring service or receiving destination or some other destination; and (ii) Software/Port License(s) (the “Port License”). 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.

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

(a) Customer agrees to (a) use such CPE only for Analog Replacement Services provided by Granite and not for any other purpose; (b) comply with all documentation, including any 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 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 for permitted use of the Port License in accordance with the terms hereof. 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 it 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 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) Force Majeure; (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.

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. 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 Managed Network 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, regulations, 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 transmit alarms by telephone, radio, cable, or microwave, and that none of such services are infallible. In addition, Customer specifically understands and acknowledges that the transmission of signals may be interrupted, circumvented, or compromised. Customer further understands and acknowledges that the CPE is a non-supervised reporting device.

2.3 Customer is responsible to provide approvals, permits, and consents from any government and/or other authority as may be required for the performance and installation of CPE under this Service Schedule and any applicable Service Order Documents.

2.4 Each port on the EPIK CPE 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 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 REMEDY FOR ANY CLAIM ARISING OUT OF CUSTOMER'S USE OF THE 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 THE ANALOG REPLACEMENT SERVICES; (B) NEITHER GRANITE NOR ITS VENDORS, PROVIDERS OR SUBCONTRACTORS, 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 on 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 provide the Analog Replacement Services to Customer. Customer may elect to self-install pre-activated units, or Granite may install subject to an additional charge as provided for in the applicable Service Order Documents.

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 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 in writing. After the end of the initial minimum Service Term selected by Customer and, if applicable,

any renewal Service Term(s) selected by Customer, the Service Term shall automatically renew and continue on a year-to-year basis unless (i) the parties agree otherwise, (ii) Customer provides written notice to Granite at least thirty (30) days prior to the end of the then-current Service Term, or (iii) Analog Replacement Service is otherwise terminated in accordance with the Agreement and this Service Schedule.

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, a cancellation fee consistent with Section 3.5 of the General Terms and Conditions.

7.2 **Early Termination Fees.** If any specific Analog Replacement 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 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. Assumptions and Exclusions (as applicable).

In addition to any assumptions and exclusions identified in a Service Order Document, 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, access to workplace, or other factors beyond Granite's 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 between 7:00 AM and 12:00 noon and between 12:30 PM and 4:00 PM, Monday – Friday except holidays recognized by Granite or 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 increase in cost to Granite to perform work shall be at Customer's expense.
- Does not include removal of old abandoned cable from the site.

9. Customer Responsibilities.

No later than seven (7) days before any scheduled installation of Analog Replacement Services at any location, Customer shall provide Granite with all of the following:

- (a) All material information regarding any applicable alarm panel, including, without limitation, the panel manufacturer, model, mode, and receiver type; and
- (b) Any other information reasonably requested by Granite prior to the installation.

Failure to provide any of the above information will result in a delayed installation, and Customer shall be responsible for any costs associated with any such delay.

EXHIBIT A

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.