

## Redondo Beach

Quote Request: 331983

### Granite

Granite is the nation's largest managed service provider. Since our founding in 2002, Granite has experienced industry-leading growth while specializing in dedicated business-to-business customer support and the consolidation of communications services. Our customers trust us with 1.4 million voice and data lines servicing their critical locations in retail, finance, real estate, hospitality, and more. We count over 85 of the Fortune 100 among our customers, including eight of the Top Ten US Retailers in the Forbes Global 2000.

### Access Services

From small business to enterprise networks, Granite offers access solutions tailored to your business needs. Our nationwide network offers bandwidth from 1.5Mb to 10GB for Dedicated Internet Access, MPLS and Granite Switched Ethernet. With over 35 vendor partnerships Granite is able to meet virtual and physical diversity requirements, covering the entire US and Canada, while keeping all services on one bill with one contact.

### Consolidated Billing

Never sort through multiple phone bills again. Simplify payment with Granite's consolidated billing. All of your business' locations can be on a single invoice.

### Service Providers

Granite is bonded to service providers across North America, including Verizon, AT&T, CenturyLink, Frontier, FairPoint, Windstream, Cincinnati Bell, Telus, and Bell Canada. We are e-bonded with all the major carriers, allowing us to place orders and manage any moves, adds, and changes for your business.

### DIA (T1, Ethernet, EoC)

All services are subject to the Terms and Conditions of Service set forth on Granite's website. This Quote contains confidential and proprietary information.

Proposal to deliver simplicity, efficiency and savings for:

**Redondo Beach**



Expires On:  
03/11/2026

**Managed Starlink Summary**

| Addresses:                              |                  | Product | Term     | Qty   | Primary Data Plan | Additional Data Plan | Service Price | Additional Data Plan Price | Internet Access Recovery | Initial Price   | Activation Price | Pre-connection Installation Price |
|---|------------------|---------|----------|-------|-------------------|----------------------|---------------|----------------------------|--------------------------|-----------------|------------------|-----------------------------------|
| 415 Diamond St, Redondo Beach, CA 90277 | Managed Starlink | MTM     | 1        | 50 GB | **                | **                   | \$114.99      | \$0.00                     | \$8.05                   | \$123.04        | \$199.00         | \$0.00                            |
| 415 Diamond St, Redondo Beach, CA 90277 | Managed Starlink | MTM     | 1        | 50 GB | **                | **                   | \$114.99      | \$0.00                     | \$8.05                   | \$123.04        | \$199.00         | \$0.00                            |
| 415 Diamond St, Redondo Beach, CA 90277 | Managed Starlink | MTM     | 1        | 50 GB | **                | **                   | \$114.99      | \$0.00                     | \$8.05                   | \$123.04        | \$199.00         | \$0.00                            |
| <b>Grand Total</b>                      |                  |         | <b>3</b> |       |                   |                      |               |                            |                          | <b>\$369.12</b> |                  | <b>\$0.00</b>                     |

**Equipment Pricing**

| Product                           | Qty      | Price      | Total Price       |
|-----------------------------------|----------|------------|-------------------|
| Starlink Performance Gen 3 Bundle | 2        | \$1,999.00 | \$3,998.00        |
| <b>Grand Total</b>                | <b>2</b> |            | <b>\$3,998.00</b> |

Starlink standard configuration, testing, and shipping (ground) rates are Enterprise Kit = \$129.99, Starlink Performance Gen 3 Bundle = \$249.99, Mini Kit = \$149.99 per device. Additional fees may apply for expedited shipments or other circumstances that may result in higher shipping costs, such as shipment to locations outside the continental United States.

Customer has elected to self-install.

Additional Accessory charges will apply for any additional services or equipment that may be necessary to complete the installation, such as a pole mount accessories or extended cabling.

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.

All Services are subject to the General Terms and Conditions of Service set forth at [www.granitenet.com](http://www.granitenet.com).

The quote contains Satellite service, including Starlink, and is classified as a Broadband service.

The information contained herein is confidential and proprietary.

Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.

In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.

In the event Customer usage meets or exceeds ninety-five percent (95%) of the applicable monthly data usage allowance in a given month, an additional data block of 50GB shall automatically be added to Customer's affected Service subject to a non-recurring charge of \$30.00. Additional data blocks will not be added as a permanent service addition and will be removed upon conclusion of the month in which Customer usage met or exceeded 95% of the data usage allowance, however, such additional data blocks may be applied in future months, if and as needed.



**GOVERNMENT ACCOUNT FORM AND LETTER OF  
AGENCY  
MULTI-SERVICES**

Sales Rep:

Order Date: 12/12/2025

**CUSTOMER INFORMATION**

|   |  |           |                       |                       |                 |
|---|--|-----------|-----------------------|-----------------------|-----------------|
| Company/Business Name ("Customer"):<br>Redondo Beach                              |  |           | City of Redondo Beach |                       |                 |
| Billing Telephone Number:   |  |           | 310 372 1171          |                       |                 |
| Designated Contact:   |  | Mike Cook |                       | Contact Phone Number: |                 |
|   |  |           |                       | 310 697 3221          |                 |
| Service Address (Street/Suite): See <u>Appendix A-1</u> or as otherwise provided. |  |           |                       |                       |                 |
| Mailing/Billing Address (Street/Suite):   |  |           | City:                 |                       | State/Zip Code: |
| 415 Diamond St  |  |           | Redondo Beach         |                       | CA 90277        |
| Additional Comments/Notes (if any):   |  |           |                       |                       |                 |

**AGREEMENT AND AUTHORIZATION**

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A and Appendix A-1, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

The Terms of Service set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal) (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.

**SIGNATURE**

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

**Customer**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).*



CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

*Initialed by Authorized Signer*

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Appendix A

Services Selected

(Select one or more of the below Services)

(Appendix A is for reference and does not exhaustively set forth all Services that may be ordered and/or provided hereunder)

- |   |  |
|---|--|
| <input type="checkbox"/> Voice Services (POTs, Long Distance, Local and LD T1 and PRI)  | <input type="checkbox"/> Granite Grid Services   |
| <input type="checkbox"/> Broadband Services   | <input type="checkbox"/> Granite Managed Network Services  |
| <input type="checkbox"/> Access Services (e.g., MPLS and Dedicated Internet Access Services)  | <input type="checkbox"/> Analog Replacement Services (e.g., EPIK)  |
| <input type="checkbox"/> VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services) | <input type="checkbox"/> Rebill Services (Note: Granite is not the carrier of record for Rebill Services; Granite is not responsible for Rebill Services other than to fulfill Granite's limited rebill function). |
| <input type="checkbox"/> Mobility Services (Mobility Cellular and Wireless Access)  | <input checked="" type="checkbox"/> Other Services (List):<br><u>Starlink</u>  |

Appendix A-1

Service Locations and Specifics

(Each location MUST have detailed information in order for services to be provided.) (List additional locations/details on a separate sheet if needed.)

{999997-004/00059884-1}

1 x Mobile Unit Installed on Battalion Chief Truck

1102 Camino Real  
Redondo Beach, CA 90277

302 Flagler Ln.  
Redondo Beach, CA 90277



## GRANITE MANAGED NETWORK SERVICES SERVICE LEVEL AGREEMENT

**1. SLA Objectives.** SLA Objectives are as follows:

General Standard. Granite will use commercially reasonable efforts to maintain its overall Granite Managed Network Services quality. The quality of Granite Managed Network Services shall be consistent with industry standards and sound business practices.

| <b>Granite Managed Network Services</b> |  |               |                |                  |                |    |         |    |          |    |          |
|---|--|---------------|----------------|------------------|----------------|----|---------|----|----------|----|----------|
| <u>Service</u>                          | <u>Objective</u>   |               |                |                  |                |    |         |    |          |    |          |
| NOC Email Notification                  | 15 minutes   |               |                |                  |                |    |         |    |          |    |          |
| MTTR <sup>1</sup>                       | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Category</th> <th style="text-align: center;">MTTR</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">P0</td> <td style="text-align: center;">4 hours</td> </tr> <tr> <td style="text-align: center;">P1</td> <td style="text-align: center;">8 hours</td> </tr> <tr> <td style="text-align: center;">P2</td> <td style="text-align: center;">36 hours</td> </tr> <tr> <td style="text-align: center;">P3</td> <td style="text-align: center;">48 hours</td> </tr> </tbody> </table> | Category      | MTTR           | P0               | 4 hours        | P1 | 8 hours | P2 | 36 hours | P3 | 48 hours |
| Category                                | MTTR   |               |                |                  |                |    |         |    |          |    |          |
| P0                                      | 4 hours  |               |                |                  |                |    |         |    |          |    |          |
| P1                                      | 8 hours  |               |                |                  |                |    |         |    |          |    |          |
| P2                                      | 36 hours   |               |                |                  |                |    |         |    |          |    |          |
| P3                                      | 48 hours   |               |                |                  |                |    |         |    |          |    |          |
| CPE MTTR                                | Second Business Day (SBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite-provided CPE, and (b) the root cause of the failure is determined by Granite by 2pm EST.   |               |                |                  |                |    |         |    |          |    |          |
| Dispatch Add-Ons                        | 2 <sup>nd</sup> Business Day   |               |                |                  |                |    |         |    |          |    |          |
| Next Business Day Dispatch              | Next Business Day  |               |                |                  |                |    |         |    |          |    |          |
| Changes                                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Simple Change</th> <th style="text-align: center;">Complex Change</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">8 business hours</td> <td style="text-align: center;">3 business day</td> </tr> </tbody> </table>   | Simple Change | Complex Change | 8 business hours | 3 business day |    |         |    |          |    |          |
| Simple Change                           | Complex Change   |               |                |                  |                |    |         |    |          |    |          |
| 8 business hours                        | 3 business day   |               |                |                  |                |    |         |    |          |    |          |
| Requests for Professional Services      | 1 business day for response to inquiry or request.   |               |                |                  |                |    |         |    |          |    |          |

Specific Interruptions in Granite Managed Network Services. In the event there are Interruptions in Granite Managed Network Services, which are not due to specific exclusions as set forth in Section 4 or other Services, then Customer may be eligible to receive a service credit for the specific affected portion/components of the Granite Managed Network Services. Additional Granite-provided Services are subject to their respective Service Level Agreement(s).

| <b>Category</b>                                      | <b>Description</b>  |
|--|---|
| <u>Priority 0 - "P0"</u><br>(Severe Business Impact) | <ul style="list-style-type: none"> <li>• Customer has 10 or more sites offline and unable to transact business; or</li> <li>• Data center offline and unable to transact business; or</li> <li>• Specific Service is down across all sites.</li> </ul>                            |
| <u>Priority 1 - "P1"</u><br>(Major Business Impact)  | <ul style="list-style-type: none"> <li>• Customer has 1 or more sites offline and unable to transact business; or</li> <li>• Specific Service is down across 10 or more sites.</li> <li>• Site(s) are largely not functionally operational.</li> </ul>                            |
| <u>Priority 2 - "P2"</u><br>(Minor Business Impact)  | <ul style="list-style-type: none"> <li>• Customer has 1 or more sites where critical business application and/or specific Services are degraded.</li> <li>• Site(s) are functionally operational, including via a short-term, one-off alternative workaround solution.</li> </ul> |

<sup>1</sup> Service Level Objective for the underlying Services/CPE shall be subject to the applicable Service Level Agreement.



# GRANITE MANAGED NETWORK SERVICES SERVICE LEVEL AGREEMENT

|  |  |
|--|--|
| <p><u>Priority 3 - "P3"</u><br/>(Little or No Business Impact)</p> | <ul style="list-style-type: none"> <li>• One or more Services within a site are degraded or not working properly.</li> <li>• Site still able to operate as normal with backup systems or workaround solution.</li> </ul> |
|--|--|

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

## 2. Descriptions and Definitions.

“Interruption” means a critical service-affecting issue which materially impacts Service availability categorized in accordance with the table below.

### NOC Email Notification

Granite’s initial notification, delivered via email, to Customer within fifteen (15) minutes of detection of an incident.

### Mean Time to Repair

“MTTR” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month. Underlying Granite-provided Service issues will be subject to their applicable Service Level Agreement.

### CPE MTTR

Replacement Granite Managed Network Service CPE provided by Granite will be shipped for Second Business Day (SBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 2pm EST.

### Dispatch

Dispatch shall mean have the meaning assigned to it in the applicable Service Schedule and shall generally mean that a technician is sent to Customer’s affected location within two (2) business days of trouble ticket creation.

### Next Business Day Dispatch

Next Business Day Dispatch shall have the meaning assigned to it in the applicable Service Schedule and shall generally mean shall mean that a technician is sent to Customer’s affected location within one (1) business days of trouble ticket creation.

### Changes

Changes shall be divided into three categories in accordance with the following:

“Simple Change” shall be defined as a change which impacts less than 20 Customer sites and includes: assigning web sites to deny/allow lists; content filtering; fixed IP assignments; adding/changing port forwarding; adding/changing SNMP/Syslog server information; adding single static routes; changing DNS servers; Dashboard/Orchestrator Read-access logins; non-VPN LAN DHCP IP range changes; and, allowing specific VLANs over a VPN; SSIDs/Passwords.

“Complex Change” shall be defined as a change which impacts less than 20 Customer sites and requires scripting and/or other methods to apply changes to multiple sites. In addition, any change which impacts more than 20 Customer sites shall be classified as a Complex Change. Because Complex Changes have the potential to impact service, Complex Changes shall require Planned Maintenance Windows to be scheduled and testing and rollback plans to be developed. The above identified SLA is subject to Customer availability for testing.

“Professional Services” shall be defined as changes that include: changes to the macro-level solution architecture; new routing protocols; data center migrations; new data center installations; addition of cloud



## GRANITE MANAGED NETWORK SERVICES SERVICE LEVEL AGREEMENT

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-templated Customer architecture.

For the avoidance of doubt, all Service Level Objectives and service credits contemplate the Granite Managed Network Service only. Other service-related issues will not be eligible for the remedies provided in this SLA.

3. **Service Credits.** If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Granite Managed Network Services impairment, proportional to the SLA Objective’s non-conformance, up to the percentage identified in the table below.

| <b><u>SLA Objective</u></b> | <b><u>Maximum Service Credit</u></b> |
|-----------------------------|--------------------------------------|
| <b>Response Time</b>        | 15% of MRC                           |
| <b>MTTR</b>                 | 10% of MRC                           |
| <b>CPE MTTR</b>             | 5% of MRC                            |
| <b>Dispatch Add Ons</b>     | 10%                                  |
| <b>Complex Change</b>       | 10% of NRC                           |

*\*MTTR Maximum Service Credit applies to P0 and P1 category events.*

Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

### Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then-current MRC with respect to the specific affected Granite Managed Network Services or Granite Managed Network Service component for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third-party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective’s non-conformance involving a specific Granite Managed Network Service. Multiple instances of non-conformance affecting one (1) service location during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Granite Managed Network Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Granite Managed Network Services and results in a period or periods of interruption, disruption, failure or degradation in Granite Managed Network Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

### Eligibility for Service Credits

To be eligible for a service credit, either Granite or Customer must open a valid trouble ticket documenting the problem and the SLA Objective’s non-conformance and Customer must timely request the applicable service credit by (i) emailing [custserv@granitenet.com](mailto:custserv@granitenet.com) with “Granite Managed Network Services - Service Credit Request” in the subject header or (ii) contacting Customer’s Granite premier representative, within thirty (30) days after the trouble ticket is



## GRANITE MANAGED NETWORK SERVICES SERVICE LEVEL AGREEMENT

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closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Granite Managed Network Services.

Service credits will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Granite Managed Network Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected Granite Managed Network Services.

**4. Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a Service or CPE that is not included in the definition of Granite Managed Network Services; (e) any inside wiring; and/or (f) CPE, or network configuration changes made by Customer or at the direction of Customer, made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite.
- Any failure, issue or delay associated, in whole or in part, with Customer's or a third party's software, equipment, applications, facilities and/or network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Granite Managed Network Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Service Start Date of a specific Granite Managed Network Services.
- Granite provided software or license components are not eligible for service credits.
- During emergency network conditions where dynamic rerouting is required.

## 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) “Granite Managed Network Services” or “Granite MNS” 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 Applicable Additional Terms and Conditions. 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 Configuration. 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 Physical and Diagnostic Access.

(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 Granite Equipment and Core Network; Customer Equipment.

(a) To the extent a Service Order Document requires Granite to complete on-site Services and/or obtain additional Underlying Rights (“Underlying Rights” means any and all agreements, licenses, conduit use

agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, 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 Responsibilities of Parties.

(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; (viii) 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).

**2. 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. **Service Term.** 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. **Early Termination Fees.** 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. Essential Network Monitoring.**

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.

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## 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 Advanced Monitoring – VoIP Service

(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. Custom Managed Network Services.

### 3.1 Custom Managed Network Services – Terms.

(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 Custom Managed Network Services – Switch

(a) Customer's Granite-provided Switch Services are eligible for Custom Managed Network 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 on-going 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) e-mail 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 edgeboot Services

(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](http://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 edgeboot Port Activation

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 edgeboot Disclaimer and Liability Limitation.

(a) **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 CORRESPONDING 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 **Premium Dispatch (Four Hour Technician, Four Hour Hardware, Four Hour Tech + Hardware).**

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-templated 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).

7.2 **LIABILITY DISCLAIMER. SECURITY SERVICES ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING SECURITY SERVICES ARE EITHER: (A) SET FORTH IN CORRESPONDING SECTION OF THE SERVICE LEVEL AGREEMENT, OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED FIREWALL DEVICE IF IT IS DEFECTIVE. 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.**

## GENERAL TERMS OF SERVICE

Services referenced in the Agreement are offered to Customer by Granite.

Customer shall contract for, and order, Services on Service Order Documents and using procedures acceptable to Granite in all respects.

The offer, provisioning, and delivery of Services are subject at all times to the receipt by Granite of all required approvals and/or authorizations from regulatory agencies having jurisdiction over Services and/ or Granite.

The Agreement is entered into by and between Customer and Granite. Customer has, and is deemed to have, accepted to be bound by these General Terms of Service and any Additional Terms of Service, including all terms and conditions incorporated therein or herein by reference upon: (a) Customer submitting a service order for Services; (b) Customer signing Service Order Documents or other documents stating that Customer has accepted such terms; and/or (c) Customer receiving and using Services without Service Order Documents or other documents as described herein.

### **General Terms and Conditions**

#### **1. Definitions; Interpretations.**

1.1 Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in Attachment A, attached hereto and incorporated herein, or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in the Agreement include the plural as well as the singular.

1.2 Attachments. The following are attached hereto and incorporated herein:

- (a) Attachment A - Definitions
- (b) Attachment B - Internet Based Services – Additional Terms and Conditions of Service

1.3 Interpretation. In the event of any inconsistencies between the documents comprising the Agreement, and only to the extent of such inconsistencies, the interpretation of the Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff and/or service guide, if any; (b) the applicable Additional Terms of Service; (c) these General Terms of Service; and (d) the provisions of quotes, Service Order Documents, and/or other written document(s) accepted by Granite. In the event that Granite and Customer execute a separate master services agreement, then that master services agreement shall fall before these General Terms of Service in the order of precedence. This order of precedence notwithstanding, specific terms, including pricing, contained in any other writing will be controlling, if specific agreement language permits.

#### **2. Agreement to Provide Services.**

2.1 Services. Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with the Agreement. Granite shall be responsible for the performance of all of its obligations under the Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in the Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users. All Services are for Customer's own commercial use only and are not for resale.

2.2 Additional Terms of Service. Certain Services including, without limitation, Broadband Services, Access Services, VoIP Services, Mobility Services, Granite Grid Services, Granite Managed Network Services, Analog Replacement Services, and Network Integration Services, may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in these

General Terms of Service or the applicable Additional Terms of Service, specific Service Order Documents for such Services, and/or other writings accepted by Granite.

2.3 Customer Authorization. Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in Service Order Document(s) or as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, and/or maintaining Services, including ordering, changing, and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request.

2.4 Equipment.

(a) General. As a general matter, Granite will have no obligation to provide, install, configure, license, or otherwise provide software for, maintain, support, or repair CPE unless otherwise specified herein or in any applicable Additional Terms of Service or Service Order Document. To the extent CPE is necessary to Granite-provided Services, Customer shall, at Customer's sole cost and expense, procure and make available to Granite such CPE at Customer's locations where Services are provided, including supplying adequate space, electrical supply, heating, and cooling to ensure Granite's Services can be utilized as intended. For all CPE purchased or rented from Granite, Customer must inspect the CPE carefully upon receipt and report any and all claims of damage and/or missing items within two (2) business days of receipt of CPE. Customer's failure to timely report such damage and/or missing items will constitute Customer's acceptance of CPE in good working order, and Customer will thereafter be liable for any and all damage pursuant to the terms set forth herein.

(b) Equipment Purchase and Rental. In cases where Customer does order CPE from Granite to receive Granite Services, Customer may, subject to Granite approval, either (i) purchase the CPE either at a one-time non-recurring charge ("NRC") or via amortization subject to a monthly-recurring charge ("MRC") applicable for the duration of the underlying license term, if any, or Service Term associated with the related Granite Service(s), unless otherwise specified in a Service Order Document; or (ii) utilize the CPE subject to an MRC on a rental basis for a Service Term at least equivalent to the Service Term applicable to the related Granite Service(s).

(c) Additional Rental Terms. When CPE is provided on a rental basis: (i) Customer shall maintain the CPE in good working condition, ordinary wear and tear excepted, and return the rental CPE to Granite within thirty (30) days of Granite's replacing/upgrading the CPE or termination of the Services the CPE had supported; (ii) CPE is and shall remain the property of Granite regardless of where installed within the Customer's service location(s), and such CPE shall not be considered a fixture or an addition to the land or the service location(s); (iii) at any time Granite may remove or change such CPE in connection with providing the Services; (iv) Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any rental CPE or permit others to do so, and shall not use the CPE for any purpose other than that authorized by the Agreement; (v) any maintenance shall be at Granite's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the CPE; (vi) Customer is responsible for damage to, or loss of, such CPE caused by its acts or omissions, its noncompliance with this Agreement, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Granite; (vii) Customer agrees not to take any action that would directly or indirectly impair Granite's title and/or property rights to the CPE, or expose Granite to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties; (viii) subject to other terms and conditions herein, following the discontinuance of the Services to the service location(s), Granite retains the right to remove the CPE including, but not limited to, that portion of the CPE located within the service location(s).

(d) Equipment Warranty. All CPE provided by Granite shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation. For CPE provided by Granite on a rental basis, in addition to the manufacturer's warranty, Granite shall provide standard remote troubleshooting and break/fix support, however, technician dispatches, including for installation and repair, are not included. Advanced support programs for CPE may be made available by Granite to Customer at additional charge as described in the applicable Additional Terms and Conditions of Service or Service Order Document or as otherwise communicated by Granite to Customer. Granite does not warrant that the CPE provided by Granite will meet Customer's needs, perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure, or free of viruses, worms, disabling code or conditions, or the like.

(e) Equipment Licenses. CPE as described herein and provided by Granite is not inclusive of licenses or software but includes only the equipment/device/hardware. If and to the extent a license and/or software is required for Customer's operation or use of the CPE, such software and/or license(s) will be specified in the applicable Additional Terms of Service or Service Order Document, and Customer is responsible for all financial obligations with respect to same notwithstanding any election to terminate underlying Services, including associated CPE. An applicable license term may commence upon activation or in accordance with an underlying Provider's licensing policies, as the case may be, and, as such, license terms may not run concurrently with the Service Term applicable to a related Granite-provided Service.

(f) Payment. Granite may invoice Customer for Granite-provided CPE and/or related licenses, and Customer's payment obligations and commitments to Granite for CPE and/or related licenses shall apply, upon Granite's ordering the CPE and/or related licenses from any underlying vendor or Provider. Granite also reserves the right to assess Customer an additional storage charge in cases where Granite stores CPE between Customer's ordering and deployment of such CPE. In the event Customer does not satisfy its payment obligations and commitments associated with Granite-provided CPE and/or related licenses, Granite reserves the right to: (i) in the case of rental CPE that has already been provided to the Customer, require Customer to return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE; and/or (ii) in the case of purchased CPE, including via amortization, require Customer to pay an amount up to the outstanding payment obligations for such CPE and/or related licenses. For equipment and/or related licenses ordered on Customer's behalf, Customer is responsible for payment associated with such equipment and/or related licenses notwithstanding any project rollout requests, cadence, adjustments, modifications, or the like. In addition, Customer shall comply with Granite's reasonable requests for information related to the equipment and/or related licenses and Customer's use thereof (e.g., address where deployed).

(g) Additional CPE Terms. Granite-provided CPE risk of loss shall pass to Customer upon shipment from origin. Shipments shall be performed at then-standard common carrier rates for two-day standard shipping unless otherwise agreed between the Parties, and Customer will be invoiced for all shipping costs. Customer's signature is required on delivery. Granite will use reasonable efforts to provide Customer with updates regarding common carrier delays. Customer agrees that the CPE will be used solely by Customer, only at the designated service location(s), and solely for the purpose(s) for which the CPE was intended unless Granite consents, in writing, to other use. Customer shall not sublease or sublet any CPE without Granite's written consent. Granite-provided CPE not used in the design and/or implementation of Services and returned to Granite or returned to Granite for any reason is subject to a restocking fee.

## 2.5 Provisioning of Services.

(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, without the requirement of notice, 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. Granite, its employees, contractors and/or agents shall have reasonable access to any necessary facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(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. Customer is ultimately responsible for handling any outstanding contractual obligations with Customer's former service provider.

(c) Granite is not responsible for migration of Services pursuant to a valid order or 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. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not

communicated to Granite. In the event Customer elects to order a solution comprised of multiple Granite Services, each such Service will be provided and billed in accordance with these General Terms of Service and any applicable Additional Terms and Conditions of Service, and Customer shall be responsible for all obligations with respect to same.

(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) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third-party vendor.

(f) If any services are performed by any other vendor, Granite is not responsible for, and assumes no liability and provides no warranties for, such services.

(g) Unless otherwise specified in an applicable Additional Terms and Conditions of Service, 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.

2.6 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Granite or Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

## 2.7 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all personalized applications and content, except as expressly agreed to by Granite.

(b) In the event of a Services move (i.e., if Customer moves and has Services installed at the new location) or modification (i.e., Customer upgrades a Service at the same location), a new initial minimum Service Term will begin again from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.8 Service Level Agreements. Service Level Agreements ("SLAs") for Services, if any, are determined on an individual case basis and will be set forth in the Additional Terms of Service or a separate SLA document (as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal) or otherwise communicated to Customer at the time it makes its service order).

2.9 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Granite is not responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third

party. Customer shall not be excused from paying for Service(s), or any portion thereof, on the basis of fraud, abuse, and/or unauthorized use of Service(s). In the event Granite discovers fraud, abuse, and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite deems to be reasonably necessary to prevent such fraud, abuse, and/or unauthorized use of Service(s) from taking place including, without limitation, blocking, or terminating Service(s), provided, that Granite shall not be required under any circumstances to take such action. Customer will defend and indemnify Granite, its employees, directors, officers and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to fraud, abuse, and/or unauthorized use of Service(s).

2.10 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement, that the use of Services and the loan, assignment, and/or allocation of such IP addresses shall terminate, and the IP addresses shall be returned to Granite when this Agreement and/or any applicable Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

### **3. Rates and Charges; Billing and Payment.**

#### **3.1 Rates and Charges.**

(a) Rates and Charges for Services are as set forth in the applicable Additional Terms of Service, Service Order Documents, or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment, and other costs to deliver the Service to Customer. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service, or in any relevant Service Order Document(s), (i) the Rates and Charges for Services are the Rates and Charges applicable as of the Service Start Date of such specific Services, and (ii) the Rates and Charges may be changed by Granite in its discretion in accordance with Section 3.1(b). All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite's wholesale platforms including, but not limited to, those Services not subject to any discount from the Provider and any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Services provided under a term agreement will be subject to adjustment after the Service Term's expiration to Granite's then-standard monthly rates. Provided that Customer shall be given prior written notice, Granite may modify the Rates and Charges at any time for (i) new orders, (ii) Services subject to month-to-month Service Terms (including Services for which longer initial minimum Service Terms or any renewal Service Terms have expired), and/or (iii) Service features not essential to the underlying Service's operation. In addition, Granite reserves the right to modify the Rates and Charges during Services' initial minimum Service Terms or renewal Service Terms, provided that, before going into effect, Granite provides not less than thirty (30) days' prior written notice to Customer of same, and during the interim (i.e., between the notice and effective dates) Customer will have the opportunity to object to such modification in writing to Granite, and, upon receipt of Customer's written objection Granite and Customer shall work in good faith to resolve the disagreement. Subject to the foregoing, any continued use of Services after the modified Rates and Charges take effect shall be deemed acceptance of the new Rates and Charges.

#### **3.2 Billing; Payment.**

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Effective Date hereof, and Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of an applicable Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to non-recurring charges and usage {999997-009/00074988-1}

charges, if any, in arrears. All payments received by Granite will be applied to Customer's outstanding amounts due. Payments will be due upon Customer's receipt of Granite's invoice and shall be paid within thirty (30) days of Granite's invoice date. After thirty (30) days from the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the highest amount allowed by applicable law. No Customer requirements to process payments, e.g., Granite's completion of Customer or third-party documentation, shall relieve, postpone, or suspend Customer's obligation to adhere to the payment terms set forth herein. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services, including Services suspended due to non-payment, continuously regardless of whether or not Customer is utilizing such Services.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e., a discount for cash payment). To the extent that does not occur, and Granite incurs any additional fees and/or charges, including but not limited to additional fees and/or charges from third parties that Customer uses for invoice processing, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the applicable Additional Terms of Service, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services. Any purchase order Customer submits or otherwise issues to Granite is deemed to be for Customer's internal purposes only, and any terms and/or conditions set forth in a Customer-issued purchase order, including, for example, terms that add to, remove, modify, and/or conflict with the terms hereof, whether or not such purchase order is accepted, executed, or otherwise acknowledged by Granite, shall be hereby rejected and of no force or effect, notwithstanding anything indicating otherwise in such purchase order.

(c) If Customer fails to pay any undisputed and overdue amount within ten (10) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services under this Agreement in whole or in part until Customer's account has been brought current.

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute ("Billing Dispute Notification"). Customer must pay all amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct, and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

### 3.4 Taxes and Other Charges.

(a) Customer will pay to Granite all federal, state, and local taxes (including sales, use, and excise taxes) that are measured directly by the payments made by Customer to Granite under this Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

(b) Certain other rates, charges, surcharges, and/or fees may apply, as provided for or imposed by tariff or service guide, the FCC, other governmental entities, underlying Providers, applicable law, or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state, or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and {999997-009/00074988-1}

regulatory fees and programs including, but not limited to, 911 access, universal service programs, carrier cost recovery, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges.

(c) Additional fees may apply in the event that Customer elects or uses additional Services or for ancillary tasks or Service-related orders (e.g., service order charges, installation fees or move, add, disconnect, or Service change fees).

### 3.5 Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in the Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services (including CPE) after ordering such Services, Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)). In the event that such Customer cancellation occurs after ordering such Services and Provider(s)' acceptance of such order but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) three (3) times the monthly recurring charges for such Services, plus (ii) any and all actual expenses incurred by Granite to purchase, activate, install and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s)(which fees or charges may vary by specific Service depending on Provider(s)). For orders and/or Services terminated by Customer after the Service Start Date, Early Termination Fees ("ETFs") described in the relevant Additional Terms and Conditions of Service shall apply, if and as applicable.

(c) Granite may charge a cancellation fee to Customer if a scheduled loop drop, cutover, and/or installation is cancelled with less than 24 hours' notice.

(d) After Granite provides thirty (30) days' prior notice to Customer of specific site requirements for Services to be provided, if Customer does not (a) meet said requirements by the end of such 30-day period; or (b) provide Granite with a reasonable date (meaning within 15 days after the end of such 30-day period) upon which such site requirements will be met by Customer, then Granite may cancel the order for the Services and charge a cancellation fee to Customer, then Customer shall pay to Granite, immediately upon demand, any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges), and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed to Granite by Provider(s).

3.6 Credit Terms. Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

## 4. Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as set forth herein (the "Term").

### 4.2 Termination.

(a) Either Party may terminate this Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in these General Terms of Service or any Additional Terms of Service) shall apply to certain Services having an initial minimum Service Term that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing and to comply with any commercially-reasonable process reasonably required by Granite to complete said cancellation or termination (e.g., completing forms, referencing a Granite-provided PIN). All disconnection requests will begin processing on the date the request is received. This applies to both total account and specific Service terminations. Services that are rebilled by Granite for Customer must be terminated by Customer directly with the underlying Provider. Returning hardware at the completion of the Service Term or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide written notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with these General Terms of Service, any Additional Terms of Service, and/or Service Schedules, and continue to be subject to this Agreement, including, without limitation, application of Rates and Charges. To the extent terminated Services are subject to Early Termination Fees, such Early Termination Fees will be applied and due upon termination. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(c) To the extent permitted by law, Granite reserves the right to terminate this Agreement and/or modify payment terms without notice in the event any one or more of the following occur; (i) Customer is adjudged insolvent; (ii) voluntary or involuntary bankruptcy proceedings commence against Customer; (iii) a court of competent jurisdiction appoints, or Customer makes an assignment of substantially all of its assets to a custodian; or (iv) if Granite determines, in its sole discretion, that there is a material change to Customer's financial stability. Furthermore, Granite may, at its sole discretion, terminate Service(s) on Granite's rebill platform in the event of non-payment or occurrence of the events described in Section 4(c)(i)-(iv).

(d) If Customer wishes to reinstate any Services with Granite, Customer may be required to pay (i) all outstanding charges from the inception of Customer's Service continuously to the current month of reinstatement, which is always paid in advance; (ii) a cash deposit, standby letter of credit and/or other security; and/or (iii) a reinstatement fee. Moreover, if Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of this Agreement including, without limitation, the AUP, will be assessed Early Termination Fees.

4.4 Service Terms. Service shall be subject to the Service Term set forth in any applicable Additional Terms of Service or any Service Order Documents and, except to the extent otherwise provided in such Additional Terms of Service or applicable Service Order Document, unless Services are terminated in accordance with this Agreement, Services shall automatically renew on a month-to-month basis after the completion of the initial Service Term.

## 5. Insurance.

5.1 Coverages. Except in cases where Granite provides a certificate of insurance (a.k.a., "COI") showing different kinds and amounts, Granite shall maintain from and after the Effective Date, and until the expiration or termination of this Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies) or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed or containing an all-states endorsement and (ii) Employer's Liability protection subject to a limit of not less than \$1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than \$1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under this Agreement; (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of \$1,000,000.

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5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in this Agreement.

## 6. Indemnification.

6.1 Mutual Indemnification. Granite and Customer shall indemnify and hold each other, their Affiliates and their respective shareholders, members, managers, officers, directors, partners, principals, employees, agents, successors and permitted assigns harmless against Damages arising out of, relating to, or resulting from third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to real property or tangible personal property, to the extent that such Damages were proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought or its agents, employees or subcontractors, in connection with the provision or use of Services. Granite shall not be liable under this Section 6.1 for Damages caused by services or equipment that is not furnished by Granite under this Agreement.

6.2 Limitations. Granite shall not be liable for, and Customer indemnifies and holds Granite harmless from, any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer or its end user have infringed the intellectual property rights of any person or entity.

6.3 Procedures. The indemnified Party under this Section 6: (a) must notify the indemnifying Party in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying Party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and Granite is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to Granite; and (c) shall reasonably cooperate with the defense, at the indemnifying Party's expense.

## 7. Limitation of Liability; Warranties.

### 7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THESE GENERAL TERMS OF SERVICE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE GENERAL TERMS OF SERVICE.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

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(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS, OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THIS AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND

(B) FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(C) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I) \$1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE UNDER THIS AGREEMENT.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b)

**\*\*\*EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GENERAL TERMS OF SERVICE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. GRANITE MAKES NO OTHER, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER, IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES\*\*\***

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(c) Granite is not ultimately responsible for the quality and/or performance of Customer-owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, and/or personal computer, nor for any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite Services.

7.5 **Third Parties.** No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to this Agreement with respect to such arrangements, except as consented to in writing by the other Party. This Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that this Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite.

7.6 **Other Matters.** For purposes of all remedies and limitations of liability set forth in this Agreement: (a) “Granite” and references to it as a “Party” means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers, and suppliers and (b) “Customer” and references to it as a “Party” means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. **Force Majeure.** Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to, an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any cause beyond its reasonable control (a “Force Majeure”), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under this Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite’s and/or its Provider(s)’ obligations under this Agreement with respect to such Services until such Force Majeure ceases.

## 9. **Governing Law; Jurisdiction; Arbitration.**

9.1 **Governing Law.** This Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of laws, rules, or principles.

9.2 **Jurisdiction; Waiver of Jury Trial. Attorneys Fees.** To the limited extent permitted by Section 9.3 hereof, for actions brought outside of arbitration, the federal and state courts located in Boston, Massachusetts, and any courts authorized to hear appeals from such courts, shall be the only courts with jurisdiction and venue to hear disputes under the Agreement. Both Parties and their successors waive a trial by jury of any and all issues arising in any action or proceeding between the Parties hereto or their successors, under or connected with this Agreement, or any of its provisions. In connection with disputes arising hereunder, the prevailing Party in any such dispute shall have the right to recover from the other Party its reasonable attorneys’ fees, costs, and expenses incurred with respect to such dispute, in addition to any other relief to which it may be entitled.

### 9.3 **Arbitration.**

(a) The Parties agree that, subject to an exclusion for any and all actions for collection of amounts due Granite under this Agreement, any dispute, controversy or claim in any way arising out of or relating to this Agreement or the breach hereof, will be resolved by arbitration using one (1) arbitrator and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect in Boston, {999997-009/00074988-1}

Massachusetts. The Parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the laws set forth in Section 9.1 shall be the governing law and any arbitration award or judgment rendered by the arbitrator will be enforceable in any court set forth in Section 9.2. Any arbitration under this Agreement will be held in Boston, Massachusetts.

(b) Notwithstanding anything to the contrary set forth in Section 9.3(a), the Parties acknowledge and agree that any breach or threatened breach of this Agreement, including, without limitation, Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

**10. Notice.** Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite: Granite Telecommunications, LLC  
1 Heritage Drive  
Quincy, MA 02171  
Attention: Legal Department

If to Customer: To the mailing/billing address set forth on  
Service Order Documents or as otherwise specifically  
provided by Customer to Granite

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email.

**11. Independent Contractor; Work on Customer Premises.**

11.1 Relationship of the Parties. Granite's relationship to Customer in performing this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to, and shall, collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

11.2 Granite's Employees.

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation at the time of hiring, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification, and/or criminal record searches.

**12. Records and Audit Rights.** Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under this Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law.

**13. Confidentiality and Proprietary Information.**

13.1 Confidentiality. Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained this Agreement, whether or not labeled as “confidential,” “proprietary” or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the Effective Date and shall remain in force and effect and are incorporated herein by reference.

13.2 Intellectual Property. Customer agrees that Granite owns and retains all right, title and interest in and to all of Granite’s owned or licensed intellectual property; including but not limited to, any and all derivative or collateral thereof (“Granite IP”) and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials, and know-how developed by Granite pursuant to or in connection with the Agreement (“Deliverables”). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a “work made for hire” and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such software “as is” with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13, “Granite” shall include Granite and its Affiliates.

**14. Miscellaneous.**

14.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

14.2 Amendment. Except with respect to Granite tariffs, which are covered by notice requirements imposed by regulatory authorities and applicable law, unless notice of changes to these General Terms of Service, Additional Terms of Service or any other website terms and conditions are otherwise communicated to Customer (as set forth below), such changes will become effective and binding on Customer on the date such changes are posted on Granite’s website. No changes made by Granite shall serve to constitute a default or termination by Granite of the {999997-009/00074988-1}

Agreement, nor shall such changes serve to be a basis for Customer's termination of any Services or the Agreement. Notice of such changes may be furnished by (a) a message included with the invoice; (b) a postcard, letter or other mailing; (c) calling and speaking to Customer's representatives; (d) e-mail; and/or (e) posting the changes on Granite's website.

14.3 Severability. If any provision of this Agreement or part of said provision is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision or part thereof.

14.4 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

14.5 Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party's assets or equity securities or (b) either Party's assignment of this Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under this Agreement unless specifically agreed to by Granite. Any attempt to assign this Agreement other than as permitted above is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.6 Joint Product. This Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 English as a Language. Customer agrees to have this Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s'engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that this Agreement and all related documents be drafted and executed in English.

14.8 Compliance with Laws. The Parties agree to comply in all material respects with the requirements of all laws, orders, writs, injunctions, regulations and decrees applicable to it or to its business or property. Customer acknowledges and agrees that certain voice services are subject to laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules, and regulations applicable to such Services as may be amended from time to time.

14.9 Additional Terms and Conditions. The Parties acknowledge and agree that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties. The Parties also acknowledge and agree that, in addition to the terms and conditions set forth in this Agreement, in any instance where Granite provides Services using a Provider(s) or as an agent or broker of another provider/carrier, additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s) may apply.

14.10 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of the Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

Dated and effective as of February 2025.

**Attachment A**  
**Definitions**

“Additional Terms of Service” means additional terms and conditions applicable to a specific service and/or product including as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

“Agreement” means these General Terms of Service, any Additional Terms of Service, Service Order Documents, and/or other written document(s) approved by Granite, including any incorporated attachments, appendices, schedules, and/or exhibits, provided to or executed by Customer, and any applicable tariffs, if any.

“AUP” means Granite’s Public Privacy Policy and related acceptable use policies as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Authorized User” means (a) Customer or (b) any Affiliate of Customer that uses Services offered under the Agreement and provided that Customer agrees to remain financially responsible for such Affiliate’s payment obligations for such Services.

“Business Day” means Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as celebrated in the United States.

“Core Network” means Granite’s core network and associated equipment utilized to provide and deliver On-Net Services, whether owned, leased or otherwise obtained by Granite, between the points where traffic enters the core network equipment and the point where it leaves Granite’s core network equipment.

“CPE” means customer premises equipment.

“CSR” means customer service record.

“Damages” means, collectively, all injury, claims, damage, liability, loss, penalty, reasonable attorneys’ fees and costs, interest and expense incurred by a Party.

“Demarcation Point” means the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

“Early Termination Fee” means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services’ initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

“Effective Date” means the date on which Customer (a) submits a service order for Service; (b) executes a Service Order Document or other written document accepted by Granite; and/or (c) begins receiving Services without Service Order Documents.

“General Terms of Service” means these General Terms and Conditions of Service applicable to all Services as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Internet-Based Services” means all Services which utilize the Internet, including, without limitation, VoIP Services (including Hosted PBX Services, SIP Trunking Services and SIP PRI Services), MPLS Services, and/or Analog Replacement Services.

“MRC” means monthly recurring charge.

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“Off-Net Services” means any services and/or products provided by a third party, including Providers.

“On-Net Services” means the owned or leased facilities controlled by Granite, including the Core Network.

“Party” means Customer or Granite.

“Parties” means together, Customer and Granite.

“Provider” means one of Granite’s underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

“Provider Equipment” means telecommunications and data devices, apparatus and associated equipment owned, leased, or otherwise obtained by Granite and/or its Provider(s) to provide Services.

“Rates and Charges” means the rates, charges, and/or fees for a Service, as modified from time to time as permitted under or required by the Agreement.

“Rebill Service(s)” (a.k.a., “Rebill” or “rebill”) means where Granite does not provide the underlying service itself to the Granite Customer (e.g., on Granite’s wholesale or resale platforms), but instead Granite provides a billing-agent like service to the Granite Customer by adding the Customer’s other provider(s) services charges (from the Customer’s other provider’s invoice) to the Customer’s Granite invoice for Customer’s convenience, for a fee, and Customer then pays Granite for those “rebilled” services and Granite, in turn, remits payment to the appropriate provider(s) on Customer’s behalf. In cases where Granite provides Rebill Services to a Customer, Granite is not the carrier of record for the services (the other provider(s) remains so), accordingly, the Customer continues to be ultimately responsible to its other respective provider(s) vis-à-vis the services (including for paying the providers for the services) and must continue to interact directly with its other provider(s) to manage the services, e.g., to make service changes and to terminate the services. As such, Granite explicitly disclaims any responsibility for the services other than to fulfill Granite’s limited rebill function where Granite remits payments, received by Granite from the Customer, to the appropriate other provider(s). Further, to successfully effectuate Rebill Services, Customer must agree to complete and provide to Granite necessary documentation if/as required, e.g., short Granite forms and other provider(s) forms.

“Services” means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services, installation, network integration services and inside wiring services, equipment and related licenses, and/or any other services and/or products that are provided by Granite to Customer.

“Service Order Document” means any quotes, service order forms, and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

“Service Start Date” means the date that a specific Service(s) is made available (e.g., the date a circuit is delivered to a location), unless Customer within five (5) days notifies Granite of any service affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the date the Service is made available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

“Service Term” means specific term of an individual circuit or service included as part of the Service.

“SLA” means service level agreement as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

**Attachment B**  
**Internet-Based Services – Additional Terms and Conditions of Service**

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

The following additional terms and conditions are applicable to all Internet-Based Services:

**1. Disclaimers.** Customer acknowledges and agrees that certain voice services are subject to certain laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules and regulations applicable to such voice services as may be amended from time to time. Customer acknowledges and agrees that certain Internet-Based Services, including, without limitation, VoIP Services, ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services, including VoIP Services: (a) such Internet Based Services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such Internet Based Services only support Granite’s local, intralata toll, interstate long distance and International voice services; (c) such Internet-Based Services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer’s sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing provider(s) but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

**2. 911 Services.**

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE, INCLUDING VoIP SERVICES, ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

2.2 CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES, INCLUDING, WITHOUT LIMITATION, VoIP SERVICES, MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED SERVICE; (III) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE {999997-009/00074988-1}

“REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

2.3 CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE AND PROVIDE PRIOR WRITTEN NOTICE TO GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

2.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, 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. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER IS INDEMNIFYING AND HOLDING HARMLESS GRANITE FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION, ARISING OUT OF OR RELATING TO, MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS SET FORTH HEREIN 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.

3. **Alarm Systems.** TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE’S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER’S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.