

## **MANAGED WI-FI TERMS AND CONDITIONS**

These Managed Wi-Fi Terms and Conditions (“Wi-Fi Terms”) govern Metronet’s provision of certain Wi-Fi services (“Wi-Fi Services”, a specific type of Fiber Service), and are attached to, incorporated into, and deemed part of the Agreement, unless otherwise provided herein. Any capitalized terms not defined herein shall have the same meanings ascribed to them in the Business Terms and Conditions. Solely with respect to Wi-Fi Services, if there is a direct conflict between the Wi-Fi Terms and any provision included within the Agreement, the provision of these Wi-Fi Terms shall control. All other terms and conditions of the Agreement, if not specifically addressed through these Wi-Fi Terms, shall apply to the Wi-Fi Services.

**Limitations.** These Wi-Fi Services do not include any managed security service, monitoring service, or logging service. Such services, to the extent Metronet offers any, may require an additional fee and are subject to additional terms.

**Captive Portal; Login Screen.** A login screen may require you and/or an End User to act (e.g., accepting terms and conditions, providing consent or acknowledgment, entering required information) before connecting to the Wi-Fi. You are solely responsible for (i) ensuring that each End User takes the required action(s) and (ii) any logo, marketing messages, or other content appearing on any login screen does not: violate or infringe in any way upon the rights of others; is not unlawful, threatening, abusive, obstructive, harassing, libelous, obscene, indecent, or invasive; does not violate privacy or publicity rights; does not constitute hate speech; is not otherwise offensive or objectionable; does not disparage Metronet or damage Metronet’s reputation; and/or, does not encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law. For the purposes of these Wi-Fi Terms, “End User” includes, but is not limited to, your tenants, residents, guests, employees, contractors, or any other persons that use the Wi-Fi Services, whether or not specifically authorized by you.

**End User Consent and Acceptance.** You agree to obtain each End User’s consent to and acceptance of these Wi-Fi Terms and the Agreement, including the AUPP, which can be found at [www.metronet.com/aup-privacy](http://www.metronet.com/aup-privacy). You agree that your use of the Wi-Fi Services and the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws, rules, and regulations, and you agree to cause all End Users to agree to the foregoing.

**Restrictions and Limitations of Service.** Use of the Wi-Fi Services requires Internet service and properly functioning equipment that meets the technical specifications for Wi-Fi Services within a specified coverage area. If coverage or performance is inadequate, your equipment or Metronet’s Equipment may need to be moved, adjusted, replaced, reconfigured, and/or supplemented, which may involve additional costs and/or agreement(s).

**Your Responsibilities.** You agree to take the necessary precautions to prevent unauthorized access to the Wi-Fi Services, Internet, Equipment, and related systems, networks, facilities, services, and accounts. You agree to: (1) utilize secure, accurate, and complete access credentials, (2) utilize a Wi-Fi enabled device(s) that meets the technical specifications to connect to the Wi-Fi Services, (3) protect the password, username, and security information used to access the Wi-Fi Services, (4) notify us immediately of any confirmed or suspected unauthorized or unlawful use of the Wi-Fi Services or the Equipment, (5) comply with the terms of the Wi-Fi Terms and the Agreement, and (6) comply with all applicable local, state, federal, and international laws, rules, and regulations, including copyright and intellectual property rights laws. You further agree to obtain from End Users any necessary consents to the collection, use, transmission, processing, monitoring, and maintenance of data in connection with the provision of the Wi-Fi Services, including, but not limited to, for purposes of improving the Wi-Fi Services, communication regarding the

Wi-Fi Services or other Fiber Services, and providing support and maintenance thereto. You are solely responsible for all End User activities, whether such activity was authorized or unauthorized, and, except as set forth in the Disclaimer of Warranties below, you agree to the Limitation of Liability and Indemnification terms set forth in the Business Terms and Conditions, as expanded to include all claims and expenses arising out of or related in any way to your use or an End User's use of the Wi-Fi Services. Unless purchased from Metronet as an additional Fiber Service (and subject to any terms thereof), you, at your sole expense, are responsible for implementing any network firewall(s).

**Wi-Fi Equipment.** Unless you purchase equipment from us, all Equipment provided by Metronet in connection with Wi-Fi Services shall be owned by us and considered Equipment under the Business Terms and Conditions. You are responsible for providing adequate security, required electrical and environmental conditions for operating any equipment or Equipment necessary for the Wi-Fi Services to function. You are responsible for any damage to or theft of the Equipment. In addition to your Equipment obligations as set forth in the Business Terms and Conditions, you agree not to move any Equipment that is secured to a surface (e.g., mounted to a wall, ceiling, or rack), unless directed to do so by Metronet. You acknowledge and agree that moving Equipment may result in poor performance of the Wi-Fi Services.

If Metronet determines that your equipment or Metronet's Equipment has (1) reached its end-of-life or (2) presents a security or privacy risk (collectively, "Vulnerable Equipment"), Metronet may, in its sole discretion, require the replacement of such Vulnerable Equipment, and Customer may be responsible for any related replacement and installation costs. If you refuse to replace Vulnerable Equipment, fail to pay related replacement and/or installation costs, or decline complimentary upgrades or replacement of Vulnerable Equipment, we may, at our option and without incurring any liability to you or your End Users, (a) treat such action or inaction as your termination of the Wi-Fi Services and/or Fiber Services or (b) suspend the Wi-Fi Services. Termination under this paragraph will be deemed a breach of the Agreement by you, and any applicable early termination fee(s) will apply.

**Disclaimer of Warranties.** IN ADDITION TO THE BUSINESS TERMS AND CONDITIONS, WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT WI-FI SERVICES WILL WORK WITHIN ANY CERTAIN RANGE OR FOR ANY SPECIFIC NUMBER OF END USERS. WI-FI SERVICES SHOULD NOT BE RELIED ON FOR CRITICAL USES. WI-FI SERVICES USE RADIO TRANSMISSIONS, SO YOU MAY NOT BE ABLE TO USE WI-FI SERVICES IF YOUR WIRELESS DEVICE IS NOT WITHIN RANGE OF THE EQUIPMENT. EVEN WITHIN A COVERAGE AREA, THERE ARE MANY FACTORS THAT MAY IMPACT AVAILABILITY AND QUALITY OF THE WI-FI SERVICE, INCLUDING, BUT NOT LIMITED TO: NETWORK CAPACITY, INTERIOR AND EXTERIOR SPACE ARRANGEMENTS AND CONFIGURATIONS, BUILDING CONSTRUCTION MATERIALS, NUMBER OF USERS, TYPES OF DEVICES BEING USED, TERRAIN, TREES, PLACEMENT OF BUILDINGS, AND THE CHARACTERISTICS OF YOUR WIRELESS DEVICE AND ANY DEVICE TO WHICH IT IS ATTACHED. DATA DELAYS AND OMISSIONS MAY OCCUR.

**YOU ACKNOWLEDGE AND AGREE, AND YOU SHALL CAUSE YOUR END USERS TO ACKNOWLEDGE AND AGREE, THAT THE TRANSMISSION OF INFORMATION VIA WI-FI SERVICE IS NOT SECURE. WE MAKE NO WARRANTIES AS TO THE SECURITY OF YOUR DATA OR INFORMATION VIA THE WI-FI SERVICES.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE, AND SHALL CAUSE YOUR END UESRS TO ACKNOWLEDGE AND AGREE, THAT USE OF THE WI-FI SERVICES IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR SECURING YOUR EQUIPMENT AND INFORMATION. YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES, INCLUDING ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS

(COLLECTIVELY, THE “METRONET PARTIES”) WILL HAVE ANY LIABILITY FOR ANY UNAUTHORIZED ACCESS. YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WHILE USING THE WI-FI SERVICES. WE DISCLAIM ALL LIABILITY FOR INDENTITY THEFT OR ANY OTHER MISUSE OF IDENTITY OR PERSONAL INFORMATION. IN NO EVENT WILL THE METRONET PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE WI-FI SERVICES, OR ANY END USER’S USE OR INABILITY TO USE ANY THIRD PARTY SERVICES, INCLUDING ANY INDIRECT, INCIDENTAL SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF THE METRONET PARTIES, OR WHETHER OR NOT THE METRONET PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL THE METRONET PARTIES’ LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE WI-FI SERVICES DURING THE TWELVE MONTHS PRECEDING THE CIRCUMSTANCES GIVING RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT YOU ARE NOT ENTERING INTO THESE WI-FI TERMS IN RELIANCE ON ANY TERM, CONDITION, REPRESENTATION, OR WARRANTY NOT EXPRESSLY STATED HEREIN.

**Suspension or Termination of Rights.** You agree that, without prior notice and without liability to you or your End Users, we may block, suspend, restrict, or terminate, in whole or in part, access to or use of the Wi-Fi Services or Internet content at any time if we believe that (1) you or your End Users have violated or acted inconsistently with these Wi-Fi Terms or the Agreement, (2) the use of the Wi-Fi Services is a threat to our network, systems, or business, or (3) such content is illegal. We reserve the right to take any steps that we believe are necessary or appropriate to enforce and/or verify your compliance with these Wi-Fi Terms.

**Cooperation with Law Enforcement.** If, in our sole judgment, we believe you or any of your End Users are using any of the Wi-Fi Services for an illegal purpose, you acknowledge and agree that we may provide information about usage to proper legal authorities for investigation and prosecution. You also agree that we may forward information about you, any End Users (including any unauthorized users), and any use of the Wi-Fi Services in response to law enforcement requests, subpoenas, court orders, or similar requests when we determine that the disclosure of such information is appropriate and warranted under the circumstances.

**Network Management Platform; Your Responsibilities.** Metronet utilizes a third-party software platform that allows you to manage certain functions of your Wi-fi Services (“Management Platform”), including any connection or access to the Wi-Fi Services or Fiber Services by End Users. You agree to access and use the applicable Management Platform(s) to manage your network, the Wi-Fi Services, and all End Users’ connections to the Wi-Fi Services. Except as set forth herein, you may delegate to one or more designated third-party property management entities or personnel (collectively, the “Property Managers”) such access to the Management Platform, but you are fully responsible and assume all liability for such Property Managers’ access to, use of, and compliance with the Management Platform, even for obligations you delegate. You will cause the Property Managers to comply with your obligations under the Agreement and any agreement of the third-party platform provider related to the Management Platform. You may **not** delegate or assign any of the following obligations without Metronet’s prior written consent: (1) payment of any monies owed under these Wi-Fi Terms or the Agreement; (2) responsibility for installed Equipment or Vulnerable Equipment, including the repair, return, or replacement of such Equipment and all associated costs thereof; or (3) liability for any violation of the AUPP, whether or not arising out of or related to an End User’s action.

Access to and use of the Management Platform may be subject to an additional fee pursuant to your Agreement. Failure to pay such fee may result in the suspension or termination of access to the Management

Platform, and Metronet may assume control of and bill you for administering the Wi-Fi Services in the Management Platform.

You will, and will cause your Property Managers to:

1. create, or provide required information for us to create, all necessary, unique user accounts (at least one account) for the Management Platform, including separate accounts for any Property Managers. Under no circumstances should an End User (other than you or Property Managers) have or be given access to the Management Platform itself;
2. agree to and comply with any terms and conditions of the third-party software provider regarding the applicable Management Platform;
3. protect or otherwise keep confidential any personally identifiable information of any End Users to the extent such information is accessible;
4. not disclose any End User's SSID or other network information to any other End User or third party (Customer or tenant's publicly broadcasting an SSID is not deemed a breach of this provision);
5. input into, and promptly update, the Management Platform with each End User's information, including, as applicable, their name, email, telephone, specific location (i.e., unit number, office number, etc.), access start date, access end date, and any other information, or updates to any of the foregoing, prior to allowing the End User access;
6. perform ongoing management functions within the Management Platform, including, but not limited to, permanently clearing all personally identifying information of the previous End User from Equipment (a) before such Equipment is (i) moved to a new location, whether a new unit, new office, or entirely new property, (ii) otherwise reallocated to a new End User, and/or (iii) returned to Metronet, or (b) upon terminating an End User's access to the Wi-Fi Services;
7. periodically review, no less than every 60 days, all accounts with access to the Management Platform and remove any accounts that no longer require access and provide us notice of any changes to your Property Managers;
8. be responsible for providing the first line of support for End Users' connection issues in accordance with Metronet's guidance, including, but not limited to, resolving connection and access disputes between End Users;
9. promptly notify Metronet of any outage affecting multiple individual End Users (measured by each unit in a multi-dwelling or multi-tenant environment);
10. immediately change the password of any account(s) and notify Metronet if you suspect/observe (i) your Management Platform account(s) may have been compromised in any way, or (ii) any suspicious activity within the Management Platform;
11. to the extent technologically feasible, enable multi-factor authentication on any account with access to the Management Platform; and
12. prohibit End Users from using their own router or extenders or adding any additional routers or extenders without Metronet's prior written consent.

You and/or your Property Managers, as applicable, will cause your End Users to agree to create an eero account to manage their use of any Equipment and/or the Wi-Fi Services and agree to these Wi-Fi Terms.

**Terms for eero Offerings.** Metronet may offer certain eero® and eero-related products, software, and/or services (each, as provided by Metronet, an "eero Offering"). Each eero Offering is a Third-Party Service, and is subject to Third-Party Service terms, conditions, and limitations. Use of eero Offerings requires you and your End Users (including, to the extent applicable, Property Managers) to create an account with eero and to agree to various terms and conditions of eero (to which Metronet is not a party), including, as applicable: (1) eero's Terms of Service (available at <http://eero.com/legal>), (2) eero's Subscription Terms of Service (available at <https://eero.com/legal/eero-subscription>), (3) eero's disclaimers (available at <https://eero.com/legal/disclaimers>), and (4) eero's product- or service-specific disclaimers available on the applicable page on eero's website for a given product or service. You can review eero's Privacy Notice

(available at <http://eero.com/legal/privacy>) and eero's state-specific privacy disclosures (available at <https://eero.com/legal/state>). Any eero-controlled document referenced in this paragraph may be modified by eero at any time without prior notice, and your or your End Users' subsequent use of eero Offerings constitutes, respectively, your and your End Users' representation to Metronet of continued compliance with such language, as amended.

See <https://eero.com/legal> for more details regarding terms for eero products, software, and services. For more information about eero performance, visit <support.eero.com>.

If your Wi-Fi Services include eero for Business, you agree to provide the following notice to all End Users.

**This business uses an eero mesh wifi system.** If you connect a device to this wifi network, eero's Privacy Notice applies to you. Please see eero's Privacy Notice at [eero.com/legal/privacy](https://eero.com/legal/privacy) or scan the QR code below to learn more.



**Miscellaneous.** In addition to the surviving provisions set forth in the Agreement, the following provisions shall survive the expiration or termination of the Wi-Fi Services: Disclaimer of Warranties; Suspension and Termination of Rights; Cooperation with Law Enforcement; and Terms for eero Devices and Services. Nothing in these Wi-Fi Terms is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. Neither Party has the authority to commit the other Party in any way and will not attempt to do so or imply that it has the right to do so. Unless otherwise stated, no term or provision of these Wi-Fi Terms is intended to, or shall, be for the benefit of any person, firm, corporation, or other entity not a Party hereto (including Property Managers and End Users) and no such person shall have any right or cause of action hereunder.