

NETWORKNOW ADDENDUM
SERVICE-SPECIFIC TERMS AND CONDITIONS
CORE

This Addendum (“**Core Addendum**”) amends and supplements Metronet’s NetworkNow Terms and Conditions (“**NetworkNow Terms**”) and contains the Service-specific terms and conditions, which are incorporated by reference as if set forth in the NetworkNow Terms.

To the extent a capitalized term is used but not defined herein, then the term will be construed to have the meaning as otherwise defined in the NetworkNow Terms or the Agreement.

1. DEFINITIONS.

Capitalized terms used in these NetworkNow Terms will have the definitions described below.

2. CUSTOMER RESPONSIBILITIES.

a. Colocation. Customer will provide all necessary Colocation Space for all Managed Equipment.

b. Customer Account; Authorized Users.

i. As part of the Services, Metronet will create one or more accounts on one or more OEM Platforms for Authorized Users to passively monitor and/or actively manage the Services (*i.e.*, Read-Only Access and Write Access, respectively). Unless otherwise set forth in Customer’s Business Agreement, these accounts will have Read-Only Access. Customer expressly agrees that Metronet, in its sole and exclusive discretion, determines the parameters of Read-Only Access or Write Access; that an Authorized User has Write Access does not entitle said user to have Write Access to every area of an OEM Platform.

ii. Customer is responsible for providing Metronet with all reasonably-requested information about any person whom Customer designates as an Authorized User.

iii. If an Authorized User ceases to be an employee or contractor of Customer or Customer otherwise wishes to revoke its authorization for an existing Authorized User, Customer must promptly notify Metronet in accordance with the NetworkNow Policy.

iv. Customer shall be liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of each Authorized User’s account.

v. Customer is responsible for all acts and omissions of End Users as if such acts and omissions were made by Customer.

3. SERVICES TURN UP PROCESS.

a. Kickoff. Following the full execution of Customer’s Business Agreement for the Services, Metronet and Customer will conduct a kick-off call, wherein the parties will begin collecting the necessary information for and discussing the process of Service delivery, including installation and initial configuration.

b. Design Intake Form; Review and Approval Of. During and after the kickoff call, Customer will provide to Metronet in a manner determined by Metronet all information reasonably requested by Metronet, including but not limited to detailed information on its LAN, including any desired network configuration specifications, security policies, and firewall rules. Within five (5)

Business Days of Customer's receipt of the Design Intake Form (the "**Review Period**"), Customer will review and, in writing, either approve or correct it, as applicable. The parties will work in good faith using this process until Customer approves the Design Intake Form. However, if Metronet does not receive Customer's response during the Review Period, the Design Intake Form will be deemed approved.

c. Configuration. Once the Design Intake Form is (or is deemed) approved, Metronet will begin configuring the Services accordingly. Configuration may overlap with the work described in paragraphs (d)-(e) below. Unless otherwise agreed by Metronet, all configuring will occur remotely.

d. Preparation for Install at Service Locations.

i. Customer is responsible for preparing all Service Locations in accordance with the Documentation provided by Metronet.

ii. If Customer fails to prepare a Service Location according to the Documentation, Metronet may charge Customer fifteen hundred dollars (\$1,500) plus any travel and reasonable expenses incurred for the initial visit to the Service Location and any subsequent visits required to install the Services (the "Remobilization Fee").

iii. With respect to Managed Equipment and Customer Hardware at each Service Location, Customer will provide:

A. an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

B. secure space sufficient for access to 1 standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer firewall or switch interface. A cabinet is 24" wide x 79" tall x 48" deep. Metronet can also mount on a plywood wallboard that is at least 4' x 6'.

C. a pull rope in any existing duct that Metronet is to use and ensure existing duct is serviceable for Metronet use.

D. UPS AC power equipment, circuit sizing to be determined, if applicable.

E. emergency local generator backup service, if applicable.

F. access to each Service Location for regular (Monday through Friday, 8am - 5pm Customer's local time) and emergency (24 hour) service and maintenance of Metronet's Managed Equipment and facilities.

G. a point of contact (POC) for installation, service activation and maintenance activities, if any.

iv. If Customer has desires Metronet use a building's existing wiring to each unit—rather than Metronet running its fiber to each unit—the following must be true:

A. Each run from a Router or Access Point to an individual unit must be less than 100 meters.

B. The wiring must be CAT5 copper wiring or better.

C. Wiring will remain CAT5 or better for the Term of the Agreement. If existing wiring needs repair, the pricing will be the then-current price as if Metronet ran fiber to the unit.

e. **Installation.** The parties will schedule an installation date, whereupon Metronet will install and test the Services. To ensure proper installation of the Services, Customer may be required to provide Metronet with accurate physical network diagrams and/or maps. Metronet may schedule additional pre-installation or installation visits with Customer as necessary. All scheduled visits require Customer's authorized representative to be present.

i. If Customer requests, in writing, that Metronet install and activate the Services immediately, thereby effectively skipping paragraphs (a)-(c) of this Section, then Customer agrees that:

A. the Services will be installed and activated using the applicable OEMs' default settings, and Metronet shall have no liability with respect to implementing or Customer's use of said default settings;

B. Metronet's sole obligation is to connect Customer to its Underlying Internet Service (assuming such Underlying Internet Service is functioning properly); and

C. any post-installation Change Requests will count toward Customer's specified allotment in the Documentation.

f. Turn Up; Birth Certificate.

For each Service Location, once testing confirms the Services function according to Customer's approved Design Intake Form, Metronet will provide Customer with a Birth Certificate.

g. Liability during the Turn Up Process.

i. During its performance of paragraphs (a)-(f) above, Metronet may advise, recommend, or otherwise comment on Customer's network-related issues or choices; however, Customer understands and agrees that it is the final authority on all configuration and design decisions, and that Metronet will have no liability whatsoever regarding Customer's decisions, Metronet's advice, recommendations or comments thereon, or any claims, losses, or damages caused by, arising from, or related to any of the foregoing.

ii. **Metronet's sole obligation is to collaborate on the Design Intake Form, and upon Customer's approval, implement the Services in accordance with it. Metronet shall be liable only for its acts or omissions related to any incorrect implementation based on the approved Design Intake Form (e.g., port 443 is closed but should have been open).**

iii. Notwithstanding anything to the contrary in these NetworkNow Terms, Metronet shall have no liability whatsoever with respect to the Services until 90 days after the Turn Up Date.

4. MONITORING, MAINTENANCE, AND SUPPORT.

On and after the Turn Up Date, Metronet will use commercially reasonable efforts to provide ongoing, remote-based monitoring, maintenance, and support of the Services as follows.

a. Monitoring.

i. **Monitoring by Metronet.** Metronet will monitor the Services on a 24/7/365 basis. Specifically, Metronet will monitor the status of Managed Equipment, OEM Platforms, and

Customer's network connectivity to the Internet, and will proactively take action upon observing an alarm created/pulled/triggered from any Managed Equipment by observing the alarm for 15 minutes. If said alarm persists, Metronet will alert the Customer, promptly open an internal ticket, and begin troubleshooting the issue.

ii. Monitoring by Customer. Using one or more OEM Platforms, Authorized Users will be able to monitor the Services in near real-time.

iii. With respect to monitoring, Metronet's sole obligations are to (A) promptly open an internal ticket in response to an alarm and commence commercially reasonable efforts to remedy the issue; and (B) as applicable, provide Customer the requisite access to the applicable OEM Platforms.

b. Maintenance and Support.

i. Metronet will provide maintenance and support necessary to ensure Customer and its End Users can use the Services.

ii. Customer may report issues with the Services to our Business Customer Service team by calling a toll-free telephone number (available on a 24/7/365 basis) 1-877-407-3224 or by emailing Business-customer-service@metronet.com. Metronet provides technical support regarding its Services, including any Managed Equipment, Routers, and OEM Platforms. However, Metronet's technical support does not and will not include support of, maintenance of, or advice regarding issues relating to Customer Hardware or End User devices or software.

iii. Metronet's obligation to provide maintenance and support is limited to:

A. engagement of the OEM for technical support as needed to assist Metronet;

B. troubleshooting, maintenance, or repair of Managed Equipment, up to and including replacement of malfunctioning, non-functioning, or end of support Managed Equipment, the latter of which may require a new Business Agreement;

C. provision of access to the relevant OEM Platforms;

D. provision of Included Features, subject to the applicable limitations as set forth in the then-current NetworkNow Policy or in Customer's Business Agreement.

E. ensuring OEM or Third Party Provider software updates, including firmware, are successfully and timely (per the Design Intake Form or Customer's most recent request) applied/installed;

F. implementing, to the extent technically and commercially feasible, Change Requests, in accordance with Section 7; and

G. dispatching a truck to Customer's premises to perform on-site work, if and as necessary, in Metronet's sole discretion.

iv. To avoid doubt, if the Services expire or are terminated early for any reason, Metronet shall have no further obligation to provide support of the Services.

v. Unless otherwise agreed by Metronet, in writing, on a case by case basis, Customer will not hire, contract with, or otherwise permit anyone other than Metronet-authorized personnel, and/or perform any work on, any Managed Equipment.

5. SECURITY AND PRIVACY; FIREWALL.

a. Customer acknowledges and agrees Customer is solely responsible for all matters relating to Customer's network security, including but not limited to developing, defining, and carrying out policies, plans, and procedures relating to Customer's network security, cyber security, incident and breach response. Customer is also solely responsible for any security and privacy matters for Customer Hardware and any other non-Metronet hardware or software.

b. The Service includes a Layer 3/4 stateful firewall, which performs traffic inspection and records each connection in the state table.

c. **NO GUARANTEE.** THE SERVICES ARE PROVIDED ON A COMMERCIALY REASONABLE EFFORTS BASIS ONLY, AND METRONET MAKES NO GUARANTEES WITH RESPECT TO SECURITY OR PRIVACY AND IS NOT RESPONSIBLE FOR ANY SUCH MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE SERVICES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SERVICES DO NOT AND CANNOT ACHIEVE COMPLETE ELIMINATION OF RISK, AND THEREFORE METRONET DOES NOT GUARANTEE THAT ANY SECURITY- OR PRIVACY-RELATED FUNCTIONALITY PROVIDED AS PART OF THE SERVICES—INCLUDING BUT NOT LIMITED TO A FIREWALL—WILL PREVENT INTRUSIONS, COMPROMISES, OR OTHER UNAUTHORIZED ACTIVITY FROM OCCURING ON CUSTOMER'S NETWORK.

d. To extent Metronet assists in mitigating security events, issues, or threats identified by Customer, Metronet's only obligation is to implement any (corrective) configuration settings, if and as requested, in writing, by Customer. Metronet is completely entitled to rely on Customer's instructions, and Metronet has no duty to investigate, escalate, or otherwise challenge.

e. In using the Services, Customer is solely responsible for securing any data or the contents thereof sent or received by it or its End Users. If Customer desires to secure its or its End Users' transmissions in connection with any of the Services, Customer must procure, at its own cost, encryption software or other data or transmission protection methods.

f. As set forth in and agreed upon by the Parties in the most recent Design Intake Form or Change Request, Metronet will segregate up to 5 firewall zones (WAN, LAN, DMZ, WLAN, Security) and will support said zones pursuant to Section 7 [*Change Requests*]. The firewall portion of the Services includes and is limited to PING, HTTP, HTTPS, DNS, FTP, POP3, SMTP, IMAP, SSH, Telnet, MySQL, MS SQL, and Custom server and device protocols, as those terms are commonly defined in the industry.

g. Customer agrees to provide Metronet with sufficient information, as determined by Metronet, to allow configuration of the Services in a way that meets Customer's security needs, as those needs are decided solely by Customer. Should Metronet determine that there has been unauthorized access to the firewall ("**Security Incident**"), Metronet will notify Customer as soon as possible and the Parties will work together to determine a course of action with regard to the Security Incident. Notwithstanding anything to the contrary, Metronet reserves the right to take any Protective Measures to isolate and mitigate the cause of a Security Incident, if possible. Initial notifications to Customer may contain preliminary and unconfirmed information and is provided solely to assist Customer in efforts to mitigate the effects of the Security Incident. The Parties agree to reasonably cooperate with each other to investigate the facts and circumstances of any Security Incident. To the extent Metronet's cooperation requires time and resources above and beyond those extended by Metronet in conjunction with a typical Security Incident investigation, or should Metronet be asked to cooperate with a governmental investigation, Customer will be billed at Metronet's standard labor rates.

6. UPDATES.

a. Metronet has no obligation to develop Updates (of any nature or for any purpose, including security and privacy) for the Services or components therein. **Metronet's only obligation under these NetworkNow Terms is to use commercially reasonable efforts to ensure its OEMs' Updates are timely and successfully applied to the necessary components of the Services.**

b. To the extent an Update is not timely applied (successfully), Metronet shall have liability only where (a) it failed to use commercially reasonable efforts to ensure an Update's successful implementation reasonably near Customer's selected date and time for such Update; (b) such failure directly and primarily caused any claims, losses, or damages, whether first party or third party; and (c) Customer did not have Write Access sufficient to apply said Update.

c. Should an OEM provide a notification to Metronet of an Update requiring immediate application to Customer's Services, and the OEM has not automatically and successfully applied said Update, Metronet will use commercially reasonable efforts to obtain and promptly apply such Update to address the issue(s).

d. If an Update is reasonably likely to cause downtime, in Metronet's sole determination, and will be applied outside of a standard maintenance window, the parties will cooperate in good faith to apply said Update as soon as practicable and to minimize downtime.

7. CHANGE REQUESTS.

a. From time to time during the Term, Customer may submit to Metronet one or more Change Requests related to the Services in accordance with Metronet's then-current NetworkNow Policy.

b. Customer acknowledges and agrees that the NetworkNow Policy may limit the number of Change Requests that Metronet will perform under the Agreement in a given month. Upon exhaustion of Customer's allotted Change Requests, Metronet may, in its sole discretion, invoice the Customer for its performance of any further Change Requests in accordance with the policy.

c. **With respect to Change Requests, Metronet's sole obligation is to use commercially reasonable efforts to implement, to the extent technically and commercially feasible, a Change Request received from Customer in accordance with the NetworkNow Policy.**

d. Customer understands and agrees that Metronet is entitled to rely on, with no obligation to investigate, any Change Request or other instructions or directions given by Customer or its Authorized Users; and Customer further agrees that Metronet shall have no liability with respect to the performance or consequences of such Change Request or Authorized User instruction or direction, or Metronet's acts taken to effectuate any of the foregoing.

e. If Customer purchases, or Metronet otherwise grants to Customer, Write Access on an OEM Platform, Customer need only submit a Change Request if its Write Access does not provide Customer the ability to effectuate the desired change on its own.

8. WI-FI SERVICES.

a. If Customer purchases Wi-Fi Services or otherwise provides Wi-Fi access to the public (including its tenants, guests, etc.), Customer agrees to comply with Metronet's Wi-Fi Terms. In particular, Customer is responsible for, as between it and its End Users, managing its Wi-Fi network in accordance with the section entitled "Network Management Platform; Your Responsibilities."

b. Customer's login, captive, or splash page for such access must include a required checkbox field that an End User must check indicating the End User has accepted these NetworkNow Terms and Metronet's AUPP before access is granted. End Users' acceptance must be logged or otherwise traceable to a specific End User, including the date and time of acceptance, and Customer must provide to Metronet such records upon request.