



Spectrotel Internet Over Anything Terms and Conditions

Service Description:

Internet Over Anything ("IOA") Service: "IOA Services" are Internet Services (broadband or dedicated) over a variety of Access Transports.

Access Transports: The physical method by which Internet service connectivity is delivered to a Customer including, but not limited to, fiber, cable/coax, copper, fixed wireless, LTE wireless data, and satellite. Customer understands that technology innovations may expand the available transports that Spectrotel may offer Customer to deliver Internet. The following is a list of current Access Transports provided by Spectrotel.

- i. Digital Subscriber Line ("DSL") – Access Transport is copper.
- ii. Ethernet Over Copper ("EOC") – Access Transport is copper.
- iii. Internet Over Broadband ("IOB") – Access Transport is a combination of fiber and copper.
- iv. Internet Over Cable ("IOC") – Access Transport is cable/coax.
- v. Internet Over Fiber ("IOF") – Access Transport is fiber.
- vi. Internet Over Wireless ("IOW") – Access Transport is 3G or 4G LTE wireless.
- vii. Internet Over Fixed Wireless ("IOFW") – Access Transport is radio signal.
- viii. Internet Over Satellite ("IOS") – Access Transport is satellite signal.
- ix. Ethernet Over Fiber ("EOF") – Access Transport is fiber.
- x. T1, T3, DS3 – Internet – Access Transport is copper.
- xi. Integrated/Dynamic Voice & Data – (The same transport is providing Voice and Internet services): Access Transport can be copper or fiber

Terms and Conditions of IOA Service:

IOA Services are being provided pursuant to the terms and conditions of the Spectrotel Customer Enrollment Form and the Spectrotel Master Services Agreement (collectively "MSA"). Capitalized terms not otherwise defined herein shall have the same meaning as such capitalized terms shall have in the MSA.

IOA Use of Service. Customer acknowledges and agrees that it is solely responsible for all use of the IOA Service (including without limitation the use of any assigned IP addresses and any secondary or sub-accounts associated with a primary account) and the manner in which the Service is used by Customer or anyone who uses the IOA Service, with or without Customer's permission. Customer agrees not to use, or permit others to use, the IOA Service in ways that (i) violate any law or applicable regulation; (ii) infringe the rights of others, or (iii) interferes with other users of Spectrotel's IOA Services, or equipment and software of Spectrotel's network or an underlying provider networks or other networks. By way of example and not limitation, Customer agrees not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. Customer further agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the IOA Service. Spectrotel may take any action it deems appropriate, in Spectrotel's sole discretion, to maintain the high quality of its IOA Service and to protect others and the network. Therefore, Spectrotel reserves the right to restrict, suspend or terminate Customer Service (or any portion thereof), with or without notice, if use of the IOA Service by Customer or anyone using it, in Spectrotel's sole and reasonable judgment, violates these IOA Service Terms and Conditions. Customer agrees to comply with the terms of service that apply to any websites or other services Customer accesses on the Internet and agrees that the third party providers of such services (and not Spectrotel) is solely responsible for the delivery of its services(s) to Customer and Customer's use of them. Third party services include, but are not limited to portal, music, video, auction, security, financial, gaming, storage and photography services. Customer further agrees to indemnify, defend and hold Spectrotel harmless from and against any claims or liabilities that may result from Customer's use of such third party services. Customer also agrees to provide Spectrotel with the access and support required to allow it to implement, maintain and provide the IOA Services. In addition, Customer agree that Customer use of the Service and the Internet is solely at Customer's own risk.

Overage Charges. Some partners have data plans on internet services and Spectrotel will carry thru these terms, if applicable. If a Customer exceeds that data plan bandwidth assigned to a service speed, Spectrotel will (1) either charge Customer per additional data block or (2) throttle down the speed of the service until the data plan resets at the beginning of the month. Spectrotel will use best efforts to notify the Customer of such data plans at time of quoting and prior to billing, or at a later date.

Access Transport Specific Use of Service

Internet Over Fiber ("IOF") Use of Service:

If Customer uses a wireless router or similar device, Customer is responsible for securing Customer wireless network and for any use of the IOF Service via Customer wireless network. Customer may not resell, re-provision or rent the Service to third parties (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means without the express written consent of Spectrotel. For example, Customer may not provide Internet access to third parties through a wired or wireless connection or use the IOF Service to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). Customer may connect multiple computers/devices within a single office location to Customer Service router to access the IOF Service,



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but only through a single account and the IP address(s) obtained from Spectrotel, and, if available through the IOF Service, Customer may permit Customer patrons or guests to access the Internet through Customer Service's Wi-Fi capabilities. Customer is solely responsible for ensuring the security of the Wi-Fi network and for any use of Wi-Fi by Customer guest and patrons. Customer may not exceed the bandwidth usage limitations that Spectrotel may establish from time to time for the IOF Service, or use the IOF Service to host any type of server. Violation of this section may result in bandwidth restrictions on Customer's IOF Service, suspension of Customer's IOF Service, and/or termination of Customer's IOF Service.

Internet Over Wireless ("IOW") Use of Service:

IOW Service uses cellular radio technologies to transmit data. Customer understands and accepts, that: (a) IOW Service may be subject to transmission and service area limitations, interruptions caused by atmospheric, topographical or environmental conditions (including, but not limited to location topology or equipment positioning), or other conditions or activities affecting wireless transmission; (b) An external antenna may be required in some cases (for an additional charge) to boost signal strength; (c) 4G LTE may not be available at all locations. Notwithstanding the above, Customer may terminate IOW at a location within thirty (30) days of installation and with no assessment of Early Termination Fees should Customer be dissatisfied with Service. Customer remains responsible for payment for IOW Service up to the point of termination including any usage charges that may have accrued.

Acceptable Use: (a) Customer must obtain Spectrotel's prior written approval and execute a written agreement before it may install, deploy or use any of its own regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate IOW Service; (b) Use of IOW for remote medical monitoring is expressly prohibited.

Data Usage: Wireless data usage is the sum of all data transferred, typically measured in megabytes (MB) or gigabytes (GB), across the subscribed IOW service during the usage period. *Customer is responsible for all wireless data usage, including any usage and the associated charges that exceed the Customer's data plan, regardless of the cause for that usage.*

Usage-based Data Plans: Usage-based data plans are based on the maximum amount of data usage available to the Customer before overage charges apply. Spectrotel's usage-based IOW Service is meant to be used as a back-up to primary office Internet service, as a *temporary* primary Internet service, machine to machine communication, or as an Access Transport for the Internet of Things ("IoT"). Customers may not use IOW as a permanent primary Internet service without the express permission of Spectrotel. Nevertheless, regardless of Customer's intended use, Customer is responsible for choosing an adequate data plan. Spectrotel is not responsible for providing Customer with high data usage alerts. Customer has the option to purchase an edge device configured with software license to monitor its data usage for an additional fee. Customer understands that certain applications drive high data usage. Highest among these is video, including security cameras, YouTube videos, live video streams, video conferences, etc. If Customer expects to use IOW Service for such applications, a minimum data plan of 50 GB or 100 GB is recommended, which still may not be adequate. Spectrotel recommends that Customers who choose low data plans block such applications from using its IOW Service.

Data Usage with Managed Services (including, but not limited to SD-WAN and Firewalls): Customer understands that some SD-WAN applications and failover firewall configurations allow for active-active configurations in which a Virtual Private Network ("VPN") tunnel is kept active across the IOW Service with some data traffic routed through that tunnel in order to optimize quality of service. Customer must specify to Spectrotel if it intends to use the IOW Service in active-active mode prior to implementation as certain underlying providers of IOW expressly prohibit this configuration. Customer also understands that active-active configuration often results in high data usage and that if Customer intends to maintain IOW service in an active-active configuration, a minimum data plan of 5 GB per location is advised, which still may not be adequate depending on the amount of traffic traversing the tunnel. Customers who choose low data plans are advised to ensure all device configurations are in an active-passive configuration and not active-active mode. In addition, certain managed service applications such as SD-WAN and Firewall may require configurations to "poll" for software updates frequently which can drive up data usage. It is the responsibility of the Customer to optimally configure all managed service equipment in order to minimize IOW usage or, if Customer works with a managed services provider (be it Spectrotel or a third party), ensure said provider optimally configures all equipment in order to minimize IOW usage.

Wireless Broadband Service Terms:

Service Restrictions: Prohibited applications include, but are not limited to, entertainment video/audio streaming, web hosting, and public/guest Wi-Fi systems.

Data Restrictions: After a data usage threshold on a line has been met in a given month, Spectrotel may slow the data on that line during periods of network congestion for the remainder of that billing cycle. Lines that exceed these thresholds may be considered excessive and subject to treatment outlined in the Excessive Use Policy. The thresholds are 175 GB for the 100Mbps plan, 125 GB for the 50Mbps plan, 75 GB for the 12Mbps plan and 50 GB for the 8Mbps plan.

Excessive Use Policy: Spectrotel will identify users with excessive usage that exceed the thresholds as listed under "Data Restrictions" and will provide excessive usage notification after any billing period; Customer will have the following billing period to take action upon receipt of the notification. Continued failure to control excessive usage or failure to take action may result in the line being disconnected or moved to another plan and is no longer eligible for future access to IOW Wireless Broadband plans.



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Tiered Data Speeds: Data speeds for each plan are maximum data speeds; actual speeds may be slower, particularly after a usage threshold has been met. 50Mbps and 100Mbps tier peak data speeds are not available in all coverage areas and requires 5G capable devices (i.e., Category 18 or above).

LTE Business Internet Service Terms:

The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. Speeds represent the maximum speed but may be lower in the event of network congestion. After the Data Deprioritization ("DPR") threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. If the Data Throughput Limit ("DTL") threshold is exceeded on any line in any given billing cycle, Spectrotel will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.50 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a \$0.50 per message charge for messages sent or received. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems. These plans are for machine-to-machine service ("M2M Service"). "M2M Service" refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Customer-Owned Third-Party Equipment: Any equipment provided by the Customer for use of or connects to the IOA Service must be certified by Spectrotel's underlying IOA providers ("CPE"). "Certified" means that a sample of the Customer's CPE has been evaluated in accordance with the provider testing process to be acceptable for use on its wireless network. "Certified" does not mean that Spectrotel or the underlying provider has made any determinations as to the quality or other functionality of such CPE or in any way represents or warrants that CPE will operate: (i) without error on the wireless network provided by Spectrotel through its underlying provider; (ii) on such network without periodic upgrades or modifications to said CPE; or (iii) indefinitely on a provider's wireless network. Customer understands that if the Customer uses SNMP to monitor its CPE or engages Spectrotel or a third-party to monitor the CPE via SNMP, such monitoring activity will result in IOA usage. In addition, based on the certification requirements of Spectrotel's underlying providers, Spectrotel may require Customers to subscribe to Spectrotel's proactive monitoring service for the CPE and allow the use of SNMP scripts in order to monitor the performance of the IOA Service itself.

NO WARRANTIES. SPECTROTEL DOES NOT GUARANTEE THAT IOA SERVICE CAN BE PROVISIONED TO CUSTOMER LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING, PERFORMANCE AND SPEED OF THE IOA SERVICE ARE SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH AND CONDITION, THE CONDITION OF WIRING INSIDE CUSTOMER LOCATION, COMPUTER OR DEVICE CONFIGURATIONS AND CAPABILITIES, AS WELL AS NETWORK OR INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT CUSTOMER'S IOA SERVICE IS NOT PROVISIONED FOR ANY REASON, NEITHER CUSTOMER NOR SPECTROTEL SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THESE TERMS OTHER THAN CUSTOMER'S OBLIGATION TO RETURN ANY SPECTROTEL OWNED EQUIPMENT PER THE TERMS OF THE MSA. UNLESS OTHERWISE PROVIDED FOR IN A SERVICE LEVEL AGREEMENT SPECIFIC TO A PARTICULAR ACCESS TRANSPORT, SPECTROTEL DOES NOT WARRANT THAT THE IOA SERVICE OR EQUIPMENT PROVIDED WILL 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. SPECTROTEL DOES NOT WARRANT IOA SERVICE WILL MEET CUSTOMER'S PARTICULAR NEEDS. ADVICE OR INFORMATION GIVEN BY SPECTROTEL OR ANY OF SPECTROTEL'S REPRESENTATIVES, SUPPLIERS, SUBCONTRACTORS OR AGENTS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS AND SUPPLIERS, SHALL NOT CREATE A WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SPECTROTEL AND EACH OF SPECTROTEL'S AGENTS, THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL IOA SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SPECTROTEL KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. CUSTOMER AGREES THAT THE IOA SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IP Addresses. If Spectrotel deems it necessary, Customer may be required to renumber the IP addresses assigned to Customer by Spectrotel. Upon expiration, cancellation or termination of IOA Service for any reason, Customer agrees to return to us any IP addresses or address blocks assigned to Customer.

Changes to IOA Service. Spectrotel or its underlying providers reserve the right to change the IOA Service (or any part thereof) at any time with or without notice to Customer, including but not limited to available speeds and speed combinations, features, configurations, usage structure or levels, pricing methodology and other terms. If Spectrotel deems such changes as material to the Customer's current access, usage, or cost of the IOA Service notice shall be given to the Customer. If such a change materially and adversely affects Customer's current access, usage, or cost of IOA Service, and Spectrotel cannot reasonably mitigate its impact, then as Customer sole and exclusive remedy, Customer may terminate the IOA Service without further obligation.

Providing Information about Customer in Response to Legal Process. Spectrotel reserves the right to provide information about Customer account and Customer use of the IOA Service to its suppliers as well as to any other third parties as required to provide IOA Service or



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permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, providing information about Customer's account, usage of IOA Service and monitoring of the network consistent with applicable law. Spectrotel may also report any facts or circumstances reported to it or that Spectrotel discovers from which it appears there may be a violation of the child pornography laws. Spectrotel reserves the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

Service Performance by Access Transport

Broadband Access Transport. Customer understands that certain Access Transports listed below known as "Broadband" are "best effort" and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files), as well as based on network congestion and the speed of servers Customer accesses on the Internet, among other factors. The speed of the Service will vary based on network or Internet congestion, Customer computer configuration the condition of the wiring inside Customer location, among other factors.

- i. Digital Subscriber Line ("DSL")
- ii. Ethernet Over Copper ("EOC")
- iii. Internet Over Broadband ("IOB")
- iv. Internet Over Cable ("IOC")
- v. Internet Over Fiber ("IOF")
- vi. Internet Over Wireless ("IOW")
- vii. Internet Over Fixed Wireless ("IOFW")
- viii. Internet Over Satellite ("IOS")

Service Performance Dedicated Access Transport. Customer understands that certain Access Transports listed below known as "Dedicated" are governed by a Service Level Agreement ("SLA") that Spectrotel can provide to Customer upon request.

- i. Ethernet Over Fiber ("EOF")
- ii. T1, T3 – Internet
- iii. Integrated/Dynamic Voice & Data

Cancellation Fees: Customer understands that a Cancellation Fee may apply if services are cancelled prior to installation date . A cancellation charge of \$2500 will apply for Ethernet Over Fiber ("EOF") and a charge of \$250 will apply to all other Access Transports.