

STANDARD TERMS AND CONDITIONS FOR INTERNET ACCESS SERVICES

These Standard Terms and Conditions for Internet Access Services (collectively, the “**Service Terms**”) are incorporated into and made a part of the Internet Access Service Agreement entered into by and between SONIFI and Customer (the “**Broadband Agreement**”). In the event of an irreconcilable conflict between these Service Terms and the body of the Broadband Agreement, the Support Terms, the Enhanced Support Rider (if applicable), **Exhibit A**, or the General SOW, the Service Terms shall prevail in all instances, but only to the extent of such conflict, unless otherwise expressly stated. In the event of an irreconcilable conflict between the terms and conditions of the Nomadix EULA and these Service Terms, **Exhibit A**, the Support Terms, the Enhanced Support Rider (if applicable) or the General SOW, the Nomadix EULA shall prevail in all instances, but only the extent of such conflict. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the body of the Broadband Agreement, **Exhibit A**, the Support Terms, the Enhanced Support Rider (if applicable), the General SOW and the Nomadix EULA, and if not defined therein, words shall be given the meaning accorded them in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

1. **Payment of Fees.** Customer shall pay SONIFI the one-time fees and recurring fees identified on the Products & Fee Schedule set forth in the Broadband Agreement as follows: (a) all one-time fees and charges, plus all applicable taxes, surcharges and fees thereon, shall be paid to SONIFI within thirty (30) days of the date of invoice; (b) recurring fees, plus all applicable taxes and fees thereon, will be billed to Customer monthly, in advance, beginning on the Commencement Date and all such recurring fees shall be paid by Customer no later than thirty (30) days after the date of SONIFI’s invoice therefor; and (c) all other fees and charges not otherwise specified above shall be due and payable by Customer within thirty (30) days from the date of SONIFI’s invoice therefor. Notwithstanding the foregoing, payment of each installment of the Purchase Price (defined below) for the Internet Access Equipment set forth in a financing agreement between Customer and a third-party financier (the “**Approved Third-Party Financing Company**”) on terms approved by SONIFI, in its sole discretion, is due in accordance with the terms of such financing agreement. All payments are subject to applicable taxes, shipping and freight costs. Late payments shall accrue interest until paid at the lower of 1.5% per month or the highest lawful rate. Recurring charges and fees may include discounts, credits, incentives, rebates and/or other adjustments. SONIFI reserves the right to adjust recurring fees and charges: (a) on an annual basis, with at least thirty (30) days’ prior notification (provided, however, that during the Initial Term the amount of such annual adjustments as a percentage of all then-current recurring fees shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics for the prior twelve months), and (b) as otherwise required or permitted by this Broadband Agreement, or by applicable laws, regulations, tariffs, government orders or directives. Notwithstanding the limitations in the preceding sentence, (i) SONIFI can pass through to Customer any applicable changes in third-party fees, prices, or charges, and (ii) all Licensed Software Fees (defined in Subsection 10.2) are subject to increase as described in Subsection 10.2 of the Service Terms. For purposes of the Broadband Agreement, including these Service Terms, the term “**Purchase Price**” shall mean the total price Customer pays to SONIFI and/or, if applicable, an Approved Third-Party Financing Company, for the Internet Access Equipment, for shipping the Internet Access Equipment to the Premises, for initial installation, configuration, set-up and activation of the Internet Access Equipment, and for standard travel expenses to the Premises for

initial installation, configuration, set-up and activation of the Internet Access Equipment at the Premises (including transportation, lodging and meals), plus any and all applicable and related fees, costs, surcharges, taxes and interest, as specifically described or specified in the Broadband Agreement, and in any Approved Third-Party Financing Company agreement.

2. **Internet Access Equipment Purchase.** Customer shall purchase from SONIFI, or if applicable, the Approved Third-Party Financing Company, for the Purchase Price, (a) the installation, configuration, set-up and activation services in the Broadband Agreement, including these Service Terms, and (b) the Internet Access Equipment, and any additional hardware that will be provided or installed by SONIFI during the Term, that delivers the Services specified and described in the Broadband Agreement. Customer shall timely perform all of Customer’s obligations under (i) the Broadband Agreement, including these Service Terms, and (ii) any subsequent amendment, addendum, statement of work, exhibit, schedule, appendix or purchase order. Except as otherwise expressly stated in the Broadband Agreement, Customer shall be solely responsible for any delay it, its employees or its contractors cause to the installation, configuration, activation and set-up of the Internet Access Equipment at the Premises, and Customer shall pay all reasonable costs incurred by SONIFI as a result of any such delay. Notwithstanding anything to the contrary in the Broadband Agreement, SONIFI shall not be liable to Customer, the Premises or their respective owners, shareholders, members, partners, officers, employees, contractors or agents for any partial or complete failure to perform under this Broadband Agreement caused, in whole or in part, by Customer, the Premises or their respective officers, employees, contractors or agents.

3. **Site Evaluation and Modification.** In order to complete installation, configuration, set-up and activation of the Internet Access Equipment at the Premises, Customer must cooperate with SONIFI in performing any necessary site evaluation, installation planning and site preparation. Customer acknowledges that SONIFI relies upon Customer-provided information, as well as SONIFI’S technical evaluation of the Premises and the Premises’ network hardware and network infrastructure. Depending on the Services included in the Broadband Agreement, SONIFI’S technical evaluation may include an assessment of (a) existing communications network systems, computer systems and components, and all associated software, located or used in the Premises, including but not limited to Internet Protocol (“**IP**”)–based network infrastructure, Ethernet switches and IP equipment, (b) the Premises’ existing Internet firewall, existing Internet switches, existing wireless Internet access points and available wired and/or wireless Internet bandwidth and network throughput within the Premises, (c) any of the Premises’ existing cabling infrastructure that may be used with the Internet Access Equipment, including but not limited to copper twisted pair, copper coaxial cabling, and optical fiber cabling plants (clauses (a), (b) and (c), collectively, the “**Premises Internet Infrastructure**”) and (d) the Premises’ external broadband Internet connection and associated Internet router (collectively, the “**External Broadband Connection**”) to accurately determine the composition of the Internet Access Equipment for the Premises and to scope and price Internet Access Equipment installation and Premises Network Infrastructure upgrade work necessary for interconnection between the Internet Access Equipment and the Premises Internet Infrastructure.

3.1 Any modifications or repairs to the Premises, the Premises Internet Infrastructure or Customer-provided equipment requested by Customer or identified by SONIFI, and agreed upon by SONIFI and Customer in writing (collectively, “**Internet Infrastructure Work**”), shall be completed by SONIFI

for the fees and charges set forth in the Products & Fee Schedule in the Broadband Agreement or for the fees and charges set forth in a separate statement of work or a separate purchase order signed by both Parties. Except as otherwise specifically provided herein, in a separate statement of work or in a separate purchase order, amendment, exhibit, schedule or addendum, all Internet Infrastructure Work undertaken by SONIFI will be at additional cost to the Customer. If Customer does not agree to Internet Infrastructure Work identified or recommended by SONIFI, SONIFI shall not be liable to Customer or the Premises for any loss of or diminishment to Services at the Premises attributable to Customer's failure to agree to the identified or recommended Internet Infrastructure Work.

3.2 SONIFI may prepare certain drawings, plans or other documents during the course of site evaluation and modification ("**Instruments of Service**"). To the extent that such Instruments of Service are prepared, SONIFI grants Customer a limited, non-exclusive, non-sublicensable license to use such Instruments of Service solely for the purpose of documenting information about the Premises relevant to the Services. Instruments of Service are not intended for use by Customer or the Premises for any other purpose and SONIFI explicitly disclaims sufficiency or suitability for any other purpose and assumes no obligation to maintain or update any Instruments of Service.

4. Customer Network, Integration and Connectivity.

4.1 Customer acknowledges and agrees that Customer's access to and use of certain SONIFI Services, Internet Access Equipment, Licensed Software (defined in Subsection 10.1) and third-party products, applications and functions are contingent upon: (a) Customer having and maintaining an External Broadband Connection at the Premises that is sufficient to meet Customer's existing and foreseeable needs, as determined by Customer; (b) Customer providing SONIFI and SONIFI personnel with necessary access to the Premises and the Premises Internet Infrastructure; (c) Customer's or its licensors' grant of all necessary rights and licenses to back office computer systems and software applications; (d) Customer's or its third-party vendors' grant of necessary access to Premises Internet Infrastructure and External Broadband Connection resources and bandwidth at the Premises used to deliver Services identified in the Broadband Agreement, including these Service Terms; and (e) adequate space in and upon the Premises for the placement of Internet Access Equipment in accordance with these Service Terms, in each case, at Customer's sole cost and expense.

4.2 Customer acknowledges and agrees that it is necessary for SONIFI to perform network security scans in order to confirm that: (a) SONIFI has sufficient access to the Premises Internet Infrastructure, the Internet Access Equipment and Customer-Supplied Equipment (pursuant to Subsection 4.1) and (b) the Premises Internet Infrastructure, the Internet Access Equipment and Customer-Supplied Equipment are appropriately secured to prevent unauthorized external access. Customer hereby consents to such network security scans conducted by SONIFI for the purpose of completing its obligations under the Broadband Agreement.

4.3 Customer warrants and represents to SONIFI that: (a) Customer has acquired and throughout the Term will maintain an External Broadband Connection to the Internet that satisfies SONIFI's written technical specifications, which specifications will be provided to Customer on a confidential basis, upon request; and (b) Customer's External Broadband Connection shall include at all times during the Term (i) a SONIFI-approved managed Internet router and (ii) a number of public IP addresses that satisfies SONIFI's written technical specifications, which specifications will be provided to Customer on a confidential basis, upon request. Unless otherwise expressly stated in the Broadband Agreement, Customer agrees that SONIFI is not responsible for the uptime or performance of the External Broadband Connection (including, if applicable, all aggregation or load-sharing devices),

and Customer shall look solely to the provider(s) thereof for any service level agreement, warranty claims or other commitments.

4.4 Unless otherwise expressly stated in the Broadband Agreement, SONIFI is not responsible for the maintenance, monitoring, support, repair or replacement of the External Broadband Connection or any hardware, software, parts or components, other than Internet Access Equipment, located at the Premises or used by Customer. SONIFI's sole obligations with respect to the maintenance, monitoring, repair, replacement and support of the Internet Access Equipment are set forth in these Service Terms, the Support Terms and the Enhanced Support Rider, if applicable by express inclusion in the Products & Fee Schedule.

5. Premises Access and Licenses. Each Party shall secure and maintain all licenses, permits and approvals applicable to each Party's respective obligations under the Broadband Agreement, and which are required by governmental and regulatory authorities having jurisdiction over the installation, configuration, set-up, activation, operation, maintenance, use and removal of Internet Access Equipment in the Premises, including any permits required for the exterior installation of signal reception or signal transmission devices. Customer agrees to secure and grant to SONIFI all rights, licenses, permissions, authorizations and variances necessary to install, use, maintain, repair, replace and access any Internet Access Equipment on the rooftop or the exterior of the Premises as SONIFI considers reasonably necessary to furnish the Services to the Premises in accordance with the Broadband Agreement. Customer shall consult with SONIFI before undertaking any project, on its own behalf or by granting of rights to a third-party, that may interfere with the functionality of the Internet Access Equipment or limit access to the Internet Access Equipment by SONIFI or SONIFI personnel, including but not limited to Premises repairs or the installation of other equipment on, in or on top of the Premises. No Internet Access Equipment installed by SONIFI on, in, on top of or on the exterior of the Premises may be removed or moved during the Term without prior written notice to and the written consent of SONIFI, such consent not to be unreasonably withheld, unless Customer is ordered to move or remove Internet Access Equipment, in writing, by a governmental body, in which case Customer shall provide SONIFI with a copy of the written order as soon as it is received, and shall consult with SONIFI concerning the timing of and proper steps and techniques for Internet Access Equipment removal or movement. SONIFI is not responsible or liable in any way or in any amount: (a) for any damage to or loss of Internet Access Equipment that is moved or removed by Customer, a governmental or regulatory body or their respective employees, contractors, sub-contractors and agents pursuant to this Section 5; or (b) for any damages, losses, costs or expenses (including, without limitation, lost revenues, lost profits, lost bookings, loss of goodwill and loss of anticipated savings) incurred by Customer or its owners, members, shareholders, partners, investors, guests or invitees as a result of the removal or movement of Internet Access Equipment by Customer, a governmental or regulatory body or their respective employees, contractors, sub-contractors and agents pursuant to this Section 5; or (c) for the removal or movement of Internet Access Equipment pursuant to this Section 5 without SONIFI's prior written consent.

6. Installation. SONIFI will install the Internet Access Equipment at the Premises as soon as practicable following the Effective Date, completion of any required site evaluation and Internet Infrastructure Work and receipt of any down payment described in the Products & Fee Schedule set forth in the Broadband Agreement. During the Internet Access Equipment installation period, Customer either (a) shall provide to each SONIFI employee or SONIFI contractor performing installation work a complimentary guest room at the Premises, free parking at the Premises and free storage space at the Premises for Internet Access Equipment and tools or (b) shall reimburse SONIFI, upon request and in addition to



any other amounts payable to SONIFI under the Broadband Agreement, the actual cost of guest rooms, storage and parking at another lodging facility of comparable quality to the Premises located within ten (10) miles of the Premises. If SONIFI is replacing an existing vendor at the Premises, Customer shall provide written notice to such vendor and SONIFI will coordinate and cooperate with Customer and said vendor to minimize any disruptions to Customer's operations and its guests and invitees.

7. Network Authentication Services. Customer is responsible for timely notifying SONIFI of the Authentication Mechanism or Authentication Mechanisms (defined below) Customer selects for implementation at the Premises so that the specific Authentication Mechanism or those specific Authentication Mechanisms can be (a) provisioned with appropriate Internet Access Equipment and Licensed Software and (b) included in the Deployment Statement of Work attached to and incorporated in the Broadband Agreement. If Customer does not timely notify SONIFI of the Authentication Mechanism or Authentication Mechanisms to be utilized at the Premises, SONIFI will select and implement an Authentication Mechanism on Customer's behalf. Subject to the exclusions and limitations in this Section 7, SONIFI shall take commercially reasonable and economically feasible steps to facilitate the availability of the hardware and/or software-based mechanism or mechanisms selected by Customer for authenticating and enabling Internet and/or network access by Premises guests, Premises invitees, public area users, and Premises employees using the Internet Access Equipment at the Premises (individually, an "Authentication Mechanism" and, collectively, the "Authentication Mechanisms") as described in the Deployment Statement of Work.

7.1 If the Authentication Mechanisms used at the Premises include the provision of one or more captive portal webpages (also known as splash pages and hereinafter the "Internet Portal"), SONIFI shall design and implement such Internet Portal(s) in accordance with SONIFI standard templates and prevailing industry standards, unless a specific customization plan is mutually agreed to in a separate statement of work or purchase order signed by both Parties.

7.2 If Customer wishes to customize its Internet Portal, Customer may request assistance from a third-party in lieu of having SONIFI customize Customer's Internet Portal. Customer must provide SONIFI with at least thirty (30) days' prior written notice of any Internet Portal customization work to be performed by a third-party. All third-party Internet Portal customization must satisfy SONIFI's technical specifications and design requirements, which will be provided to Customer, upon request, on a confidential basis. Customer acknowledges and agrees that SONIFI is not responsible or liable for any damages, losses or expenses Customer incurs as a result of any third-party Internet Portal customization (unless such third-party Internet Portal customization is negligently performed by a SONIFI contractor at SONIFI's direction and on SONIFI's behalf, in which case the liability limitations in the Broadband Agreement shall apply).

7.3 Unless otherwise specified by Customer in writing, or in a separate statement of work or a separate purchase order signed by both Parties, the Internet Portal will incorporate and display or make accessible to Internet Access Equipment Users SONIFI's standard terms of use and SONIFI's standard privacy policy governing the use of all Internet Access Equipment, Licensed Software and Services (collectively, the "Standard Portal Terms"), which Customer will be deemed to approve and accept when Customer signs SONIFI's Installation Completion Acknowledgement Form. Customer is solely responsible for reviewing the Standard Portal Terms and for determining the adequacy and lawfulness of the Standard Portal Terms when utilized for Customer's intended purposes. Customer or a third-party may furnish to SONIFI the terms of use and privacy policy that will be displayed in or accessible from the Internet Portal in lieu of

SONIFI's Standard Portal Terms (collectively, the "Customer Portal Terms"). SONIFI is not responsible or liable for the Customer Portal Terms. Unless otherwise expressly stated in the Agreement (including these Service Terms), SONIFI makes no representations or warranties of any kind, whether express, implied or statutory, regarding the applicability, sufficiency, legality or enforceability of the Standard Portal Terms or the Customer Portal Terms, and SONIFI hereby disclaims all such express, implied or statutory warranties that may apply to the Standard Portal Terms or the Customer Portal Terms to the maximum extent permitted by law. Customer agrees to defend, indemnify and hold harmless SONIFI and its Indemnified Parties (defined in Subsection 12.2) from and against all Claims and Losses (as those terms are defined in Subsection 12.2) arising from or in connection with Customer's use of the Standard Portal Terms or the Customer Portal Terms.

7.4 Other types of Authentication Mechanisms may be implemented at the Premises, in addition to or instead of an Internet Portal, pursuant a separate statement of work or purchase order signed by both Parties.

7.5 If SONIFI selects an Authentication Mechanism for use at the Premises because Customer has not timely satisfied its obligations in this Section 7 or elsewhere in the Broadband Agreement, then SONIFI is not responsible or liable for such selection, except as otherwise expressly stated in these Service Terms.

8. Acceptance Testing and Sign-Off. As the Internet Access Equipment installation at the Premises achieves certain completion milestones (as specified in Subsections 8.1 through 8.3), the Parties shall perform joint Internet Access Equipment acceptance testing and/or project sign-offs, as described or defined below, at the Premises. Such testing and sign-offs shall be completed by SONIFI's project manager, or duly authorized designee, and Customer's project manager, or duly authorized designee.

8.1 Internet Access Equipment Activation. Internet Access Equipment activation occurs once Internet Access Equipment is installed, set-up and configured at the Premises to the extent necessary to allow one or more of Customer's employees, guests, or invitees to access the Internet at the Premises. When Internet Access Equipment is first activated at the Premises, the Parties shall complete and jointly sign SONIFI's standard "Guest Internet Billing Commencement Acknowledgement Form". Upon jointly signing the Guest Internet Billing Commencement Acknowledgement, the Parties acknowledge and agree: (a) the specified Internet Access Equipment is activated and available for use at the Premises by Customer employees, guests and invitees; (b) that support of the specified Internet Access Equipment by SONIFI support personnel, as described in the Broadband Agreement, shall commence; and (c) that SONIFI's billing for such support shall commence.

8.2 Acceptance Testing. Acceptance testing of Internet Access Equipment shall occur when SONIFI determines all Internet Access Equipment at the Premises to be fully installed, configured, activated and ready for testing, subject to the limitations and exclusions in this Subsection 8.2. During Internet Access Equipment acceptance testing, SONIFI will conduct tests and verifications to confirm that the installed Internet Access Equipment conforms to the Broadband Agreement. Customer acknowledges that some tests and verifications may require assistance by Customer representative(s) and Customer agrees to make such representative(s) available for Internet Access Equipment acceptance testing in a timely manner at Customer's expense. All Internet Access Equipment acceptance testing shall be documented on SONIFI's standard form(s) to: (a) identify and acknowledge the extent to which the installation of Internet Access Equipment at the Premises conforms to the Broadband Agreement; (b) identify the extent to which the installation of Internet Access Equipment at the Premises does not conform to the Broadband Agreement, if

applicable (the “**Open Items**”); and (c) identify and describe the additional steps, if any, that need to be taken to resolve any such Open Items so that Internet Access Equipment installation conforms to the Broadband Agreement. Subject to the limitations in this Subsection 8.2, each Party shall use commercially reasonable efforts to resolve the Open Items, if any, for which it is responsible under this Broadband Agreement at such responsible Party’s sole expense (unless otherwise stated in the Broadband Agreement). All Open Items shall be resolved no later than sixty (60) calendar days after the date they are documented on SONIFI’s standard form(s) upon the completion of final or interim acceptance testing, unless both Parties agree to a different deadline for all Open Items or specific Open Items. A responsible Party must document all steps taken to resolve its Open Items using SONIFI’s standard form(s). If SONIFI is responsible for resolving Open Items (i) that are outside the scope of its obligations in the Broadband Agreement (including these Service Terms) or (ii) that are outside its control (clauses (i) and (ii), collectively, “**Out-of-Scope Open Items**”), then SONIFI, after consultation with Customer, shall have the right to charge Customer for the resolution of such Out-of-Scope Open Items based on SONIFI’s then-current Field Service Rate Card rates or then-current Network Services Rate Card rates, as applicable, plus travel expenses and the cost of necessary hardware, parts, components, software and applicable taxes. If for any reason Customer opts not to pay SONIFI for resolution of Out-of-Scope Open Items, then such Out-of-Scope Open Items will be removed from the Parties’ documentation of Open Items and Customer agrees to accept the Internet Access Equipment and Services with any limitations, loss of features or diminishment in functionality attributable to the unresolved Out-of-Scope Open Items. SONIFI is not liable for any loss of Internet Access Equipment functionality or diminishment of Internet Access Equipment features that are attributable to unresolved Open Items for which Customer is responsible. Final acceptance testing is complete when any and all Open Items (excluding any Out-of-Scope Open Items Customer has chosen not to rectify and any Open Items for which Customer is responsible that are not completely rectified by the applicable deadline (collectively, “**Excluded Items**”)) have been resolved. For clarity, final acceptance testing is deemed complete notwithstanding the existence of any Excluded Items.

8.3 Installation Completion. Internet Access Equipment installation at the Premises is complete when all Internet Access Equipment has been installed in conformance with the Broadband Agreement, all Open Items, other than Excluded Items, have been resolved and all Internet Access Equipment at the Premises (other than Internet Access Equipment that is not fully functional due to Excluded Items) has been activated. Upon completion of Internet Access Equipment installation, each Party shall sign SONIFI’s standard “**Installation Completion Acknowledgement Form**”. By jointly signing the Installation Completion Acknowledgement Form, the Parties acknowledge and agree: (a) all Internet Access Equipment has been installed and activated in accordance with the requirements of the Broadband Agreement; (b) the Customer’s designated staff members have been properly trained regarding the operation and maintenance of the Internet Access Equipment at the Premises; (c) the areas of the Premises where installation work has been performed have been properly cleaned up; and (d) Customer property has not been damaged by SONIFI installation personnel.

8.4 When Installation Completion Acknowledgement Form is Deemed Accepted. Notwithstanding anything to the contrary herein, in the event Customer fails or refuses to sign the Installation Completion Acknowledgement Form and SONIFI, in its sole but reasonable discretion, determines that it has completed all of its Internet Access Equipment installation and activation obligations under the Broadband Agreement, the Installation Completion Acknowledgement Form shall be deemed to have been accepted and signed by Customer “as-is” as of the date of SONIFI notifies Customer of SONIFI’s determination.

9. Changes to Premises Internet Infrastructure. Any modifications, additions or changes to the Internet Access Equipment that are required due to a change in the Premises Internet Infrastructure or the External Broadband Connection, or the availability or adequacy of the Premises Internet Infrastructure or the External Broadband Connection, shall be made by SONIFI, for the fees and charges set forth on SONIFI’s then-current Rate Card, available upon request to SONIFI, plus all costs for parts, hardware and components and all applicable taxes, surcharges, shipping and freight. Customer is solely responsible for furnishing an External Broadband Connection that satisfies the minimum bandwidth requirements set forth in SONIFI’s written specifications for the products, applications and functions Customer wishes to use or to make available over the Premises Internet Infrastructure utilizing the Internet Access Equipment, and if Customer adds products, applications or functions that require additional bandwidth, Customer will acquire such additional bandwidth at its own expense, either from SONIFI or a third-party. SONIFI’s written bandwidth requirements will be provided to Customer on a confidential basis, upon request.

10. Software.

10.1 SONIFI non-exclusively licenses and does not sell to Customer: (a) the Internet Access Equipment Software; and (b) any and all technology and software owned or licensed by SONIFI or by third parties installed on, embedded into, incorporated within or used in connection with the Internet Access Equipment and the Services (clauses (a) and (b), collectively, the “**Licensed Software**”). Without limiting the foregoing, Customer’s use of all Licensed Software installed on, embedded into, incorporated within or used in connection with the Internet Access Equipment and the Services is subject to the terms of the non-exclusive license agreement(s) for such Licensed Software, which agreement(s) are attached to the Broadband Agreement, incorporated into the Broadband Agreement or available directly from the applicable licensor or owner, upon written request, or accessible on the applicable licensor’s or owner’s website.

10.2 Customer acknowledges that its use of the Licensed Software is subject (a) to all applicable license agreements, including the Nomadix EULA, and (b) to Customer’s timely payment of all applicable licensing fees and/or support in accordance with the Broadband Agreement or the applicable Licensed Software licensor’s or owner’s requirements (collectively, the “**Licensed Software Fees**”). Nomadix, Inc. or its licensors may amend the Nomadix EULA from time to time in their sole discretion. Customer shall at all times comply with the then current Nomadix EULA.

10.2.1 To the extent Licensed Software Fees are included with or in the One-Time Fees delineated on the Products & Fee Schedule, such Licensed Software Fees only purchase or license use of and/or support for the Licensed Software for the time period indicated in the Broadband Agreement (the “**Initial License and Support Period**”). Customer is responsible for the payment of all renewal Licensed Software Fees invoiced by SONIFI after the expiration of the Initial License and Support Period, subject to then-current pricing established by SONIFI or the owner(s) or licensor(s) of the Licensed Software (the “**Renewal Licensed Software Fees**”). SONIFI will invoice Customer for any and all Renewal Licensed Software Fees on an annual basis.

10.2.2 To the extent Licensed Software Fees are included with the Monthly Recurring Fees delineated in the Products & Fee Schedule, such Licensed Software Fees only purchase, or license use of and/or support for the Licensed Software on a monthly basis during the Initial Term. After the Initial Term has expired, all monthly Licensed Software Fees are subject to

increase from time to time, upon not less than fifteen (15) days prior notice from SONIFI to Customer.

10.2.3 Customer shall comply with all third-party license agreements governing the use of Licensed Software, including the Nomadix EULA, as such license agreements are amended from time to time. Third-party license agreements may require Customer's payment of additional or increased Licensed Software Fees during the Term. Customer agrees to pay any such additional or increased Licensed Software Fees.

10.3 Customer acknowledges it has read, understands, and agrees with all provisions of the Nomadix EULA and further acknowledges and agrees that Customer's access to and use of the Licensed Software is subject to the Nomadix EULA, and that the third-party owner or licensor identified in the Nomadix EULA and each of its affiliates and subsidiaries are third-party beneficiaries to this Broadband Agreement for purposes of enforcing their rights under the Nomadix EULA.

10.4. Customer further acknowledges and agrees that the Licensed Software and the algorithms, data structures, screen formats, and report formats used to provide the Management Portal, are valuable intellectual property owned by SONIFI or its licensors, including all associated patent, copyright, trade secret, trademark, and other intellectual property rights, to the extent provided by applicable laws, regulations and governmental orders, decrees or decisions. Except as explicitly permitted by the Broadband Agreement, an end-user license agreement or applicable open source software licenses, or except as permitted or required by applicable laws, regulations or governmental orders, decrees and decisions: (a) Customer will not copy, modify, create a derivative work of, reverse engineer or assemble, disassemble, decompile or otherwise attempt to discover or copy the Licensed Software or any Management Portal screens, data formats, features, or functionality; and (b) Customer will not permit Premises guests, Premises employees, Premises invitees, public area users and Customer contractors or agents to copy, modify, create a derivative work of, reverse engineer or assemble, disassemble, decompile or otherwise attempt to discover or copy the Licensed Software or any Management Portal screens, data formats, features, or functionality. Except for the rights and licenses explicitly set forth in the Broadband Agreement, no other intellectual property right or license of any kind is granted to Customer, and Customer agrees that SONIFI and its licensors own and will continue to own all right, title and interest in and to all intellectual property rights associated with the Licensed Software and the Management Portal, including without limitation any patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to the design, manufacture, operation and service of the Licensed Software and the Management Portal. Customer shall not develop methods to enable unauthorized persons or unauthorized entities to use the Licensed Software, the Internet Access Equipment or the Management Portal and Customer shall not modify the Licensed Software, the Internal Portal or the Internet Access Equipment or incorporate any portion of the Licensed Software into any other software or create a derivative work of any portion of the Licensed Software, except as expressly permitted by the Broadband Agreement, by an end-user license agreement or by applicable open source software licenses, or except as permitted or required by applicable laws, regulations and governmental orders, decrees or decisions. Customer shall not remove, without SONIFI's prior written approval, any SONIFI or third-party copyright or other proprietary notices that are displayed through Customer's or its contractors', agents', employees', invitees' or guests' use of the Licensed Software, the Internet Access Equipment or the Management Portal. Customer agrees not to challenge SONIFI's or its licensors' ownership of or rights in and to the Licensed Software, the Internet Access Equipment and the Management Portal, including without limitation, all copyrights and other proprietary rights associated therewith or embodied therein,

except to the extent permitted by applicable laws, regulations, or governmental orders, decrees or decisions.

11. Customer Obligations.

11.1 Cooperation with SONIFI. SONIFI's obligations under the Broadband Agreement, including these Service Terms, are dependent on and conditioned upon Customer's timely and complete performance of its obligations in the Broadband Agreement and Customer's ongoing cooperation with SONIFI over the entire Term with respect to installing the Internet Access Equipment at the Premises and providing the Services to Customer at the Premises. Without limiting Customer's general duties of performance and cooperation, Customer:

11.1.1 shall make its principal contact, or such other individual(s) as are agreed upon by the Parties, available to SONIFI to facilitate support of the Internet Access Equipment, and the duties of such principal contact and other designated Customer personnel may include (but shall not be limited to) rebooting Internet Access Equipment, visually troubleshooting Internet Access Equipment or other similar tasks, all in accordance with instructions provided, contemporaneously or in advance, by SONIFI personnel;

11.1.2 shall provide SONIFI personnel with access to all parts of the Premises necessary to install, support, repair and replace the Internet Access Equipment and to deliver the Services pursuant to the Broadband Agreement;

11.1.3 shall regularly inspect the Internet Access Equipment and promptly report any malfunction to SONIFI using the toll-free telephone number SONIFI furnishes to Customer for this purpose;

11.1.4 shall place and maintain instructional materials containing the toll-free telephone number SONIFI furnishes to Customer for technical support in visible locations in all guest rooms, conference rooms and common areas of the Premises where Internet access is available to Premises guests and invitees; and

11.1.5 shall provide SONIFI with information SONIFI personnel request regarding the Premises Network Infrastructure and the External Broadband Connection, including network diagrams, pictures, passwords, and any other relevant information. Customer agrees that additional charges will apply if such information is not available in a timely manner or if Customer's failure to provide all necessary passwords requires SONIFI to reconfigure any component of the Internet Access Equipment, the Premises Network Infrastructure or the External Broadband Connection.

11.2 Restrictions.

11.2.1 Unless Customer first obtains SONIFI's written approval, Customer (a) shall not install any hardware, parts, components, or software at or in the Premises that modifies or interferes with the Internet Access Equipment or the Licensed Software in any way, (b) shall not make any alterations or modifications to the Internet Access Equipment, the Licensed Software or any other software, programs, hardware or equipment used in connection with the Internet Access Equipment or Licensed Software, (c) shall not facilitate or knowingly allow any commercial use of the Internet Access Equipment or the Licensed Software by any third parties other than Premises guests, public area users and Premises invitees, (d) shall not attempt, and shall not permit its employees, contractor and agents to add or attempt to add (i) any new or replacement Internet circuits, attachments, or devices to the Internet Access Equipment or (ii) any new or additional features or enhancements to the Internet Access Equipment or the Licensed Software and (e) shall not use the Internet Access Equipment, the Licensed Software or the Services for any purposes not expressly permitted by the Broadband Agreement.

11.2.2 Without first obtaining SONIFI's prior written consent, Customer shall not use and shall not allow its guests, invitees or employees to use the Services, the Internet Access

Equipment and the Licensed Software, or any materials provided by SONIFI or its licensors pursuant to the Broadband Agreement in any way: (a) that violates any international, federal, state or local laws, regulations, orders or decrees, including without limitation, laws and regulations dealing with privacy, publicity, data security, copyrights, patents, trademarks, trade secrets, indecent material, misrepresentation or other illegal or improper purposes; (b) that circumvents or defeats any use limitation, encryption or data protection hardware or software, unless permitted by applicable laws and regulations; (c) that uploads, transmits or publishes any communication, application, content or data that contains software viruses, worms, Trojan horses, cancelbots, traps, trap doors, spyware or other surreptitious or malicious code; or (d) that executes a denial of service attack.

11.2.3 As between Customer and SONIFI, Customer is solely responsible for all data and content uploaded, downloaded or transmitted using the Internet Access Equipment, the Premises Internet Infrastructure or the External Broadband Connection, alone or in combination, except for data and content authored, licensed or transmitted by SONIFI employees, contractors or agents.

11.2.4 Customer agrees to defend, indemnify and hold harmless SONIFI and its Indemnified Parties (defined in Subsection 12.2) from and against all Claims and Losses (as those terms are defined in Subsection 12.2) arising from or in connection with any breach of this Subsection 11.2 in accordance with the procedures set forth in Subsection 12.4.

12. Insurance and Indemnification.

12.1 Insurance. SONIFI shall maintain during the Term of this Broadband Agreement, at its sole cost and expense, commercial general liability insurance and other insurance coverage identified on the Insurance Appendix attached to and incorporated in the Broadband Agreement against any liability arising out of injuries or death of any person or damage to property in the Premises directly caused by the negligent acts or negligent omissions of SONIFI employees or SONIFI contractors during the installation, maintenance, removal or replacement of Internet Access Equipment at the Premises. SONIFI shall furnish Customer evidence of compliance with this provision within thirty (30) days of receipt of a written request from Customer therefor.

12.2 Indemnification. Excluding Infringement Claims, which are defined and described below in Subsection 12.3, each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party and its subsidiaries, affiliates and licensors and each such entity’s officers, owners, directors, shareholders, members, managers, partners, employees, contractors, agents, representatives, permitted successors and permitted assigns (collectively, as to each Party, the “**Indemnified Parties**”) and, individually, an “**Indemnified Party**”), from and against: (i) any and all suits, proceedings and causes of action brought or asserted against an Indemnified Party by a third-party, including for purposes of this Subsection 12.2, a governmental authority, other than an Indemnified Party (individually, a “**Claim**” and, collectively, “**Claims**”), to the extent arising out of, relating to or caused by (a) any breach of this Broadband Agreement by the Indemnifying Party (including a breach of any representation and warranty) and/or (b) the Indemnifying Party’s willful, reckless or grossly negligent act or grossly negligent omission under this Broadband Agreement, or such willful, reckless or grossly negligent acts or willful, reckless or grossly negligent omissions by the Indemnifying Party’s officers, employees, contractors (excluding if Customer is the Indemnifying Party, SONIFI and its contractors, or if SONIFI is the Indemnifying Party, Customer and its contractors) or agents; and (ii) any and all judgements, expenses (including reasonable attorneys’ fees and court costs, if permitted under Subsection 12.4), fines, penalties, damages and/or losses directly arising from an indemnified Claim suffered or incurred by an Indemnified Party that are awarded by a court of competent jurisdiction in a final, non-appealable order or

set forth in a mutually executed settlement agreement entered into in compliance with the terms and conditions of this Section 12 (the items in clause (ii), individually, a “**Loss**” and, collectively, “**Losses**”). This Subsection 12.2 shall survive termination or expiration of this Broadband Agreement for a period of thirty-six (36) months.

12.3 Indemnification for Intellectual Property Infringement Losses. Each Party agrees to indemnify, defend, and hold harmless the other Party and its Indemnified Parties from and against all Claims brought or asserted against an Indemnified Party by a third-party that is not a Party’s Indemnified Party and/or Losses suffered or incurred by an Indemnified Party as the result of such third-party Claim, to the extent arising out of, relating to or caused by infringement or misappropriation of a third-party’s intellectual property rights in or to any of the following: (i) if Customer is the Indemnifying Party, any software or technology invented, patented, authored, published or licensed by Customer or Customer’s affiliates and subsidiaries or any content uploaded, downloaded, stored, transmitted, exhibited, performed or displayed using the Internet Access Equipment, the Premises Internet Infrastructure or the External Broadband Connection (excluding content uploaded, downloaded, stored, transmitted, exhibited, performed or displayed by SONIFI employees or contractors); or (ii) if SONIFI is the Indemnifying Party, any Licensed Software authored or published by SONIFI or SONIFI’s affiliates and subsidiaries, when used by Customer as expressly permitted by the Broadband Agreement or any content uploaded, downloaded, stored, transmitted, exhibited, performed or displayed by SONIFI employees using the Internet Access Equipment, the Premises Internet Infrastructure or the External Broadband Connection while performing their duties under the Broadband Agreement (each an “**Infringement Claim**”). If in the Indemnifying Party’s opinion any of the foregoing software or technology listed in this Subsection 12.3 is likely to become the subject of an Infringement Claim, then without limitation to any of the Indemnifying Party’s obligations under this Section 12, the Indemnified Parties shall permit the Indemnifying Party, at the Indemnifying Party’s sole option and expense: (a) to procure for the Indemnified Parties the right to continue to use the affected software or technology, as applicable, on terms no less favorable to the Indemnified Parties than those set forth in the Broadband Agreement; or (b) to replace or modify the affected software or technology, as applicable, to become non-infringing with no material loss of function to the Indemnified Parties, and also reimburse the Indemnified Parties for all costs and expenses they actually incurred in connection with such conversion to the replacement or modification. The rights granted to the Indemnified Parties under this Subsection 12.3 are the Indemnified Parties’ sole and exclusive remedies and the Indemnifying Party’s sole obligation with respect to any Infringement Claims. The indemnification amounts paid to the Indemnified Parties by the Indemnifying Party or its insurer(s) under this Subsection 12.3, if any, shall be reduced by any amount that Indemnified Parties receive from a joint infringer or joint defendant (other than the Indemnifying Party). This Subsection 12.3 shall survive termination or expiration of this Broadband Agreement for a period of thirty-six (36) months.

12.4 Indemnification Procedure. The Indemnified Party shall notify the Indemnifying Party of a Claim (including an Infringement Claim) or Loss for which it is seeking indemnification in writing as soon as practicable, together with such further information as is necessary for the Indemnifying Party to evaluate the Claim (including an Infringement Claim) or Loss to the extent that the Indemnified Party is in possession or has knowledge of such information; provided that any delay in giving such notice shall not preclude the Indemnified Party from seeking indemnification for an indemnified Claim (including an Infringement Claim) or an indemnified Loss if: (a) such delay has not materially prejudiced the Indemnifying Party’s ability to defend the Claim (including an Infringement Claim); and (b) such delay does not materially affect the amount of any Losses that are awarded or may be awarded by a

court or paid in settlement of the Claim (including an Infringement Claim). The Indemnifying Party shall control the defense of any Claim (including an Infringement Claim) qualifying for indemnification and shall regularly consult with the Indemnified Parties and their counsel (and the affected person or entity and its counsel) regarding such defense. However, the Indemnified Parties may participate in such defense through counsel of their own choosing at the Indemnified Parties' expense. The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any Claim (including an Infringement Claim) qualifying for indemnification, and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith, all at the Indemnifying Party's expense. In no event shall the Indemnifying Party consent to the entry of a judgment or enter into any settlement agreement without the Indemnified Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge that if either Party agrees to pay a third-party any fees pursuant to a contract and such contract is not the result of a settlement made pursuant to this Section 12, then the Indemnifying Party is not obligated to indemnify the Indemnified Party for such fees.

12.5 Exclusions. Customer acknowledges and agrees that the indemnification obligations under Subsection 12.2 and Subsection 12.3 of these Service Terms do not require SONIFI to indemnify, defend or hold harmless Customer or any Indemnified Parties for any act or omission of any SONIFI officer, employee, contractor or agent that occurs when such person's presence or stay at the Premises is not related to, connected with, or arising out of, the performance of any duties under the Broadband Agreement. In addition, any Indemnifying Party will be excused from its obligations under Subsection 12.3 with regard to an Infringement Claim or portion thereof to the extent such Infringement Claim or portion thereof arises out of the Indemnified Party's breach of any licenses granted to it to the intellectual property or technology that is the subject of the Infringement Claim, misuse of the intellectual property or technology that is the subject of the Infringement Claim and/or any modification of the applicable intellectual property or technology not expressly authorized by the Indemnifying Party or expressly permitted under the Broadband Agreement. This Subsection 12.5 shall survive termination or expiration of the Broadband Agreement.

13. Termination and Assumption.

13.1 Transfer/Assumption. If Customer intends to transfer ownership of the Premises, Customer shall provide SONIFI with at least 30-days' written notice in advance of the transfer date. If the transferee assumes all obligations of Customer under the Broadband Agreement, including these Service Terms, pursuant to an assumption agreement reasonably acceptable to SONIFI, Customer shall have no further obligations under the Broadband Agreement after the effective date of such transfer. In the event the transferee does not assume all of Customer's obligations under the Broadband Agreement, including these Service Terms, such non-assumption shall be a material breach of the Broadband Agreement, and SONIFI may avail itself of any and all remedies available in the Broadband Agreement and at law and in equity.

13.2 Effect of Termination or Expiration. Because Customer owns all Internet Access Equipment, SONIFI is not responsible in any way for the relocation, removal, disposal or use of the Internet Access Equipment after the expiration or termination of the Broadband Agreement and Customer hereby indemnifies, defends and holds harmless SONIFI from and against any and all damages, losses costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any demand, suit, investigation, proceeding or cause of action relating to the relocation, removal, disposal or use of such Internet Access Equipment.

13.3 Termination for Cause.

13.3.1 If a Party breaches the Broadband Agreement, including without limitation any breach of the Nomadix EULA, the non-breaching Party shall have, in addition to the right to terminate the Broadband Agreement as set forth below, the right to pursue all other rights and remedies that may be available to the non-breaching Party under applicable law or in equity. Without limiting the foregoing, Customer agrees that monetary damages would not be adequate to compensate SONIFI or any third-party software provider or third-party software licensor (a) for any breach of an end-user license agreement, including the Nomadix EULA, by Customer or its employees or (b) for any breach of Section 18 of these Service Terms (relating to confidentiality) by Customer or its employees, contractor or agents and, in either case, SONIFI would be irreparably harmed by any such breach and, therefore, SONIFI shall be entitled to seek an injunction or other equitable relief in order to prevent any prospective breach, or the continuation of any existing breach of an end-user license agreement, including the Nomadix EULA, or Section 18, without the necessity of posting a bond or other security or of proving actual damages.

13.3.2 If a Party's breach of this Broadband Agreement is not remedied within sixty (60) days (thirty (30) days in the case of any non-payment of fees, charges and applicable taxes, and ten (10) days in the case of (a) any breach of the Nomadix EULA or any other end-user license agreement, or (b) any breach of Section 18 (Confidential Information)) following the breaching Party's receipt of notice thereof, the non-breaching Party may terminate the Broadband Agreement upon notice to the breaching Party. The non-breaching Party shall be entitled to recover from the defaulting Party its reasonable attorneys' fees and costs, including collection agency fees. If Customer is the breaching Party, and SONIFI elects to terminate the Broadband Agreement during the Initial Term, SONIFI shall be entitled to liquidated damages equal to the net present value of all recurring fees payable to SONIFI during the remaining months of the Initial Term, plus all applicable taxes. The Parties agree that liquidated damages in this amount are reasonable in light of the anticipated or actual harm caused by Customer's breach, the difficulties of proof of loss and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

13.3.3 SONIFI may suspend Services to Customer if Customer causes a material breach of the Broadband Agreement (including these Service Terms and the Nomadix EULA). Any such suspension may continue until the underlying material breach is resolved to the reasonable satisfaction of SONIFI, which may include but not be limited to payment of any and all reconnection fees.

14. Limitation of Liability. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTION 18 (CONFIDENTIALITY), INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE BROADBAND AGREEMENT, INCLUDING THESE SERVICE TERMS, OR A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSSES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOST ROOM BOOKINGS, LOSS OF SHAREHOLDER VALUE, LOSS OF FUNDING, LOSS OF SPONSORSHIPS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA WHETHER FORESEEABLE OR NOT AND REGARDLESS OF THE FORM, LEGAL THEORY OR BASIS OF RECOVERY OF ANY CLAIM, DEMAND, SUIT, INVESTIGATION, PROCEEDING OR CAUSE OF ACTION

(E.G., CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, BREACH OF STATUTORY DUTY, BREACH OF WARRANTY OR OTHERWISE); AND (B) EXCEPT FOR LIQUIDATED DAMAGES PAID UNDER PARAGRAPH 13.3.2, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNTS PAYABLE TO SONIFI BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM, SUIT, DEMAND, INVESTIGATION, PROCEEDING OR CAUSE OF ACTION (THE "LIABILITY CAP"). FOR ALL CLAIMS, DEMANDS, CAUSES OF ACTION, INVESTIGATIONS, PROCEEDINGS, SUITS, DAMAGES, LOSSES AND INDEMNIFICATION OBLIGATIONS EXCLUDED FROM THE LIABILITY CAP IN THE FIRST SENTENCE OF THIS SECTION 14, EACH PARTY'S ENTIRE AGGREGATE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES, SUBSIDIARIES AND INDEMNIFIED PARTIES SHALL NOT EXCEED USD \$100,000.00. The Parties acknowledge and agree that the limitations of liability in this Section 14 and the allocation of risk herein are an essential element of the bargain between the Parties, without which neither Party would have entered into this Broadband Agreement. This Section 14 shall survive the termination or expiration of the Broadband Agreement.

15. Limited Warranties. With respect to hardware, components, parts and products provided and installed by SONIFI pursuant to the Broadband Agreement which are not expressly covered by a specific SONIFI limited warranty set forth in the Broadband Agreement, including these Service Terms, Exhibit A, the Support Terms and the Enhanced Support Rider, if applicable, SONIFI warrants to Customer that such hardware, components, parts and products will be free from defects in materials and workmanship for a period of ninety (90) days after installation. With respect to installation labor and professional services performed by SONIFI employees or SONIFI contractors pursuant to the Broadband Agreement, including these Service Terms and all addenda, exhibits, appendices, schedules, amendments, statements of work and purchase orders, which are not expressly covered by a specific SONIFI limited warranty set forth in the Broadband Agreement or in these Service Terms (including the Support Terms and the Enhanced Support Rider, if applicable), SONIFI warrants that such installation labor and/or professional services will be free from defects in workmanship for a period of ninety (90) days from the date of performance. Each Party warrants to the other that it has the full right, power and authority to enter into the Broadband Agreement and to perform all of its obligations under the Broadband Agreement. **EXCEPT AS OTHERWISE EXPLICITLY SPECIFIED IN AN END-USER LICENSE AGREEMENT, IN THE SUPPORT TERMS OR IN THE ENHANCED SUPPORT RIDER, IF APPLICABLE, THIRD-PARTY SOFTWARE AND THIRD-PARTY FIRMWARE LICENSED OR FURNISHED BY SONIFI PURSUANT TO THE BROADBAND AGREEMENT (INCLUDING THE LICENSED SOFTWARE) IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND.** SONIFI does not warrant that the Licensed Software, the Internet Access Equipment, or any part or component thereof, will meet Customer's requirements or expectations or that the Internet Access Equipment and Licensed Software will operate in an error-free or uninterrupted manner. The limited warranties set forth in this Section 15 do not apply to: (a) damage or failure to perform as a result of accident, misuse, abuse or neglect; (b) damage or failure to perform resulting from Customer's failure (i) to comply with its obligations in the Broadband Agreement, or (ii) to follow instructions furnished by SONIFI employees or contractors; (c) modifications to Internet Access Equipment or Licensed Software if

not performed or authorized by SONIFI; and (d) any other damage or failures to perform resulting from causes other than defects in the Internet Access Equipment or the Licensed Software. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THIS SECTION 15 OR ELSEWHERE IN THE BROADBAND AGREEMENT, INCLUDING THESE SERVICE TERMS, SONIFI DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMANCE TO SAMPLES OR MODELS WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, LICENSED SOFTWARE AND/OR INTERNET ACCESS EQUIPMENT SET FORTH IN THE BROADBAND AGREEMENT.** Customer's sole and exclusive remedy in the event of a non-conformity in the express limited warranties contained in this Section 15 is that SONIFI, in its sole discretion, will repair or replace the hardware, components, parts and products covered by the express warranty with new or refurbished hardware, components, parts and products and/or re-perform any required professional or installation service(s) to make them substantially conform with such limited warranty or, in the alternative, substitute a comparable part or component for the defective part or component to which the nonconformity is attributable.

16. Notices. All notices shall be given in writing at the addresses or using other contact information set forth on the signature page of the Broadband Agreement and shall be deemed given (a) when deposited in the U.S. Mail with postage prepaid, certified or registered mail, with return receipt requested, (b) when delivered to a reputable national overnight delivery or courier service, or (c) by e-mail, provided that a hard copy is sent as described in (a) or (b) within 24-hours of the e-mail transmission. SONIFI may send Customer communications or data regarding the Services or Internet Access Equipment that are the subject matter of the Broadband Agreement, including but not limited to (i) notices about Customer's use of the Internet Access Equipment or Services; (ii) updates or upgrades to Internet Access Equipment and Licensed Software; and (iii) promotional information and materials regarding SONIFI's products and services, via e-mail.

17. Private Provision of Services. The Services hereunder have been privately offered and will be privately furnished on a non-common carrier basis. Neither Customer nor SONIFI regards any representations, offers or undertakings made by the other as being in the nature of offers of common carriage.

18. Confidential Information. Recipient (defined below) will maintain all Confidential Information of the Discloser (defined below) in strict confidence and will not at any time or for any reason disclose any of the Discloser's Confidential Information to any third-party without the prior written consent of the Discloser, except that the Recipient may share the Discloser's Confidential Information with (a) Recipient's officers, employees, agents, and third-party legal, accounting and financial advisors who have a legitimate need to know Discloser's Confidential Information in order to discharge their lawful obligations to Recipient, and (b) other persons and entities, including an Approved Third-Party Financing Company, if any, in order to enable Recipient to perform Recipient's obligations under the Broadband Agreement, so long as in each and every case, all such persons and entities are subject to contractual or fiduciary obligations of confidentiality to Recipient that are no less restrictive than the restrictions set forth in this Section 18. Recipient shall not reverse engineer, decompile, assemble or disassemble the Discloser's Confidential Information unless expressly permitted by the Broadband Agreement or by applicable laws or regulations.

18.1 Definition of Confidential Information. For



purposes of the Broadband Agreement, including these Service Terms, the term “**Confidential Information**” includes, but is not limited to, all information, whether disclosed prior to or after the Effective Date hereof, that relates to either Party’s present and future products, business plans, business opportunities, customers, pricing, marketing plans, financial information, analyses, compilations, research, development, know-how, technology, designs, ideas, concepts, inventions, discoveries, methods, combinations, techniques, solutions, systems, specifications, software, code, communications protocols, algorithms, prototypes, devices, or other intellectual property, or third-party confidential information disclosed through dealings or discussions between the Parties, including derivations, revisions and improvements thereto. Confidential Information may be furnished in tangible and intangible form including, but not limited to, writings, drawings, schematics, flow charts, computer and other electronic media, samples, demonstrations and oral communications.

18.2 Exclusion. The Party receiving Confidential Information (the “**Recipient**”) shall have no obligation hereunder as to Confidential Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient; (b) Recipient reasonably can demonstrate was known to Recipient on a non-confidential basis, regardless of source, prior to the disclosure contemplated herein; (c) is independently developed or acquired by Recipient without the use of or reference to Confidential Information disclosed to Recipient hereunder; (d) becomes known to Recipient on a non-confidential basis from another source; or (e) is required to be disclosed pursuant to judicial or governmental mandate, provided that Recipient takes reasonable steps to notify the Party disclosing Confidential Information (the “**Discloser**”) in advance of such disclosure to afford it the opportunity to seek a protective order or contest the appropriateness of such mandate, and that Recipient shall furnish only that portion of the Discloser’s Confidential Information which is the subject of such mandate.

18.3 General. Unless otherwise expressly stated in the Broadband Agreement, Recipient acknowledges that no representation or warranty as to the accuracy or completeness of Discloser’s Confidential Information is made or implied, and Discloser shall have no liability relating to or resulting from the Recipient’s use of or reliance on the Discloser’s Confidential Information. Recipient shall not acquire any license or other property right in the Discloser’s Confidential Information, except as otherwise explicitly specified in the Broadband Agreement. Nothing in the Broadband Agreement shall in any manner prohibit or restrain either Party from the development of products or services, having products or services developed for it, and entering into joint ventures, alliances, or licensing arrangements with third parties that, without violation of the confidentiality obligations of the Broadband Agreement, compete with the products, services or systems of the other Party. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Section 18 by Recipient, and that Discloser shall be entitled to seek the remedies of specific performance and temporary and permanent injunctive relief without posting a bond or other security and without proof of actual damages, in addition to all other remedies available at law or equity.

18.4 Survival of Parties’ Confidentiality Obligations. This Section 18 shall survive the termination or expiration of the Broadband Agreement for a period of thirty-six (36) months.

19. Independent Contractor. Nothing contained in the Broadband Agreement shall be deemed to create a joint venture or partnership between the Parties and neither Party is authorized to act towards third parties in any manner that would indicate such a relationship. In performing their respective duties under the Broadband Agreement, each Party will be operating as an independent contractor. Except as expressly permitted by the

Broadband Agreement, neither Party shall use, make commercially available or reproduce any of the other Party’s or its licensors’ intellectual property (or create any derivative works based on the other Party’s or its licensors’ intellectual property) without the other Party’s prior written consent.

20. Force Majeure. Notwithstanding any other provision in the Broadband Agreement (including these Service Terms), neither SONIFI nor Customer shall have any liability to the other Party or its affiliates and subsidiaries with respect to any failure or delay of SONIFI or Customer to perform its obligations (other than a payment obligation) under the terms of the Broadband Agreement if such failure or delay is due to a Force Majeure Event. “**Force Majeure Event**” shall mean any labor dispute (excluding disputes involving the employees of the Party seeking the benefit of this Section 20), fire (excluding any fire caused by the acts or omissions of the Party seeking the benefit of this Section 20, or such Party’s contractors or agents), flood (excluding any flood caused by the acts or omissions of the Party seeking the benefit of this Section 20, or such Party’s contractors or agents), earthquake, riot, legal enactment, government regulation, act of war, act of terrorism, insurrection, public health emergency, pandemic or epidemic as designated by the United States Centers for Disease Control and Prevention or the World Health Organization, act of God, the unavailability or limited supply of equipment, hardware, components, and/or software from third parties, any power outage, Internet outage or telecommunications service outage not caused by the Party seeking, under this Section 20, to be excused from its obligations, and any cause that is beyond the reasonable control of the non-performing Party, in any instance, making it illegal, commercially impracticable or impossible for such Party to perform or timely perform its obligations, as applicable. A Party whose performance is impaired or prevented as a result of a Force Majeure Event shall promptly notify the other Party. If, as a result of a Force Majeure Event, a Party’s performance under this Broadband Agreement is prevented or delayed, in whole or in part, for 30 consecutive calendar days or longer and such delay or inability to perform, in whole or in part, would if not for the application of this Section 20, be grounds for termination of this Broadband Agreement under Subsection 13.3, then the other Party, upon at least fifteen (15) days’ advance written notice, may terminate this Broadband Agreement without penalty or liability to or by either Party. A Party’s performance or deadline for compliance will be extended on a day-to-day basis for the period of time equal to that of the underlying Force Majeure Event.

21. Assignment. Subject to Subsection 13.1 of these Service Terms, and with prior written notice to the other Party that is reasonably calculated to provide the non-assigning Party or non-transferring Party, as applicable, with adequate time to inquire into the proposed assignee’s, transferee’s or substitute entity’s financial and legal qualifications to assume this Broadband Agreement and to perform all obligations under this Broadband Agreement after the assignment, novation or transfer is consummated, either Party may transfer, novate or assign this Broadband Agreement to any parent, subsidiary or affiliate, to any entity with or into which it merges or consolidates or to which it sells all or substantially all of its assets, provided that the transferee, assignee or substitute entity, as applicable, assumes all obligations of the transferor, assignor or novating Party, as applicable, under this Broadband Agreement under an assumption agreement reasonably acceptable to non-assigning, non-novating or non-transferring Party. Except as permitted in this Section 21 or in Subsection 13.1 of these Service Terms, neither Party may assign, transfer, novate, or pledge this Broadband Agreement or delegate any rights or the performance of any obligation arising under this Broadband Agreement, without the prior written consent of the other Party. This Broadband Agreement is binding upon and inures to the benefit of the Parties’ permitted successors and permitted assigns.

of the Parties.

22. No Third-Party Beneficiaries. Except as otherwise expressly stated in the Broadband Agreement, there are no third-party beneficiaries to the Broadband Agreement.

23. Parties' Authority to Sign and Execute Agreement. Each person signing the Broadband Agreement represents and warrants that he or she is fully authorized on behalf of the respective Party to sign the Broadband Agreement. With respect to Customer, if this Broadband Agreement is signed by or on behalf of any entity other than the owner of the Premises (e.g., a management company), such entity represents and warrants that it is the duly authorized agent for such owner and has the requisite capacity as agent to bind such owner.

24. Applicability. These Service Terms apply in their entirety to the Broadband Agreement and to all addenda, amendments, exhibits, attachments, schedules and appendices to the Broadband Agreement.

25. Governing Law and Venue. The Broadband Agreement shall be governed by the laws of the State of South Dakota, without regard to its conflicts of law principles. The Parties hereby consent to venue being in the competent federal and state courts located in Minnehaha County, South Dakota. The Parties waive any challenges on the basis of venue or *forum non conveniens*. Each Party irrevocably waives the right (if any) to a jury trial to the maximum extent permitted by law. In any action to enforce the Broadband Agreement, the prevailing Party shall be entitled to collect its reasonable fees and reasonable costs (including, without limitation, reasonable attorneys' fees and reasonable expert fees) actually incurred in connection with its enforcement.

26. Rights and Remedies. The rights and remedies reserved to both Parties in the Broadband Agreement are cumulative and shall be in addition to all other rights and remedies which either Party may have with respect to the subject matter of the Broadband Agreement, whether reserved herein or authorized by applicable law or regulation, and either Party may exercise any available right or remedy alone or in combination with any right or remedy it has (a) in the Broadband Agreement, (b) under applicable laws or regulations or (c) at law or in equity. The exercise of one or more rights or remedies at any time shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

27. Complete Agreement. The Broadband Agreement, including these Service Terms and all addenda, appendices, schedules, forms, exhibits, amendments and other documents attached to or incorporated in the Broadband Agreement, is the complete understanding of the Parties and no other statements, representations, discussions, drafts, comments or communications, whether oral or written, with respect to the subject matter contained in the Broadband Agreement shall be binding upon the Parties. The Broadband Agreement shall not be modified, waived or amended except in a written amendment signed by both Parties. The Parties may only waive their rights and remedies in the Broadband Agreement by so stating in writing. Any such written waiver by a Party shall not operate as or be construed to be a permanent waiver or future waiver of a right or remedy in the Broadband Agreement. No handwritten or other changes, additions, or deletions made by a Party on any pages of the Broadband Agreement shall be valid or binding without the written consent of the other Party. SONIFI may change its name after the Effective Date in its sole discretion. If any part of the Broadband Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Broadband Agreement. The Parties will negotiate in good faith to replace an invalid or unenforceable provision to accomplish the original intent and economic agreement