

# Broadwire Service Agreement/SLA

## SERVICE DESCRIPTION

**Broadwire AI Inc. (Broadwire) will procure on behalf of Client or Subscriber (Client) as agent, or provide directly as provider, connectivity at the agreed upon rate and service location as designated in the Broadwire Sales Order.**

## SERVICE TERMS

- Monthly Recurring Charges are Net 30 and are billed on the first of the month preceding the service month and due the (1st) first of the service month.
- Client may cancel term earlier with 30-day written notice and pay an early termination equal to 100% of the remaining term liability, which is the monthly recurring cost multiplied times the number of months remaining in the term (based on the service start date and the original term agreed to by customer on the sales order).
- Service disconnections following 30-day past due amounts will be assessed a \$50 reconnection fee prior to service continuation.
- Be advised that all service orders are subject to final confirmation of serviceability which may impact the terms and/or feasibility of service at the site any time prior to installation and completion, and order may be canceled for any reason by Broadwire. In the event of cancellation by Broadwire for non-feasibility, client is eligible for a full refund of any one-time costs paid up front, excluding any pre-installation costs that were otherwise mutually agreed to be non-refundable.

## TERMS AND COMMITMENTS

**Description of Service:** The service will be installed on premise to facilitate an Internet connection from Client site to the Internet.

**Access Requirement:** Client shall grant Broadwire access to the rooftop and permission from building ownership and/or management, to install: 1) a non-penetrating roof antenna and 2) a single Cat5e cable from the rooftop to the IDF, phone room or electrical room inside the building. Broadwire is not responsible for failure of Client to obtain required access for Broadwire for installation, operation and maintenance of Broadwire equipment and Client shall be liable for service contract.

**Tariff Considerations:** Broadwire will provide the Client, and Client will receive from Broadwire, **(a)** interstate and international telecommunications Service(s) provided pursuant to Broadwire Tariffs FCC No. 2 and 3 (and any other applicable interstate and international tariff of Broadwire and/or its affiliates) and **(b)** intrastate telecommunications services provided pursuant to Broadwire applicable state tariffs ( all Broadwire tariffs referenced herein are collectively referenced to as the “Tariff”), only if applicable in state where service is installed.

### **Service Provisions – Maintenance Support, Repair, Performance and Security:**

- a) Broadwire will provide Client with maintenance up to the minimum point of entry (MPOE).
- b) Client acknowledges that Broadwire's requirement to provide maintenance, support and repair service for the Internet Access Service is subject to client providing and maintaining its own equipment during Installation and throughout the term of this Agreement.
- c) Broadwire retains all rights to their equipment installed at client premise.
- d) Client shall provide Broadwire or its agents with reasonable access to the installation site during normal working hours, with reasonable notification, to perform removal or maintenance services on the Broadwire Service equipment. In the event of any faulty Broadwire Service Equipment, at Broadwire's expense, Broadwire or its agents shall either arrange to repair the faulty Broadwire Service Equipment on site at Client's facilities or ship an equivalent configured replacement to the Client.
- e) Client acknowledges that it shall be responsible for any damage or loss to the Broadwire Service Equipment caused by any misuse of the Broadwire Service Equipment by Client or its agents.
- f) Broadwire is not responsible to the Client for the cost or expense of administrative, technical, emergency and

support personnel at the Client's location necessary for activities relating to the Service or Broadwire Service Equipment (except as specifically set forth herein) or for providing and maintaining Client's own equipment. The Client shall be responsible for use access security and network access, such as control over which users use the Service.

g) Past due balances will be assessed a "late payment charge" of one and one half percent per month (1 1/2%) of the monthly usage charge or \$5, whichever is greater, or the maximum allowed by law. Service may be disconnected if payment is not received within 30 days from the due date. Customer will be charged a \$50 reconnect fee to restore service. Returned checks are subject to a \$25 fee. Broadwire reserves the right to disconnect or discontinue service at any time.

**Indemnity:** The Client agrees to indemnify and hold Broadwire harmless against any claim, actions or demands relating to or arising out of (i) any content or software displayed, distributed or otherwise disseminated by the Client and/or its users (including without limitation any third party web hosting clients of Client, if any) in any way connected to or through the Service, (ii) Broadwire's registration and maintenance of Client's selected domain name(s), and (iii) any malicious act or act in violation of any laws committed by Client and/or its users using the Service, including without limitation any malicious or unlawful act affecting any computer, network equipment or Internet service.

**Credit for Interrupted Service/SLA:** Broadwire is committed to offering client a 99.99% uptime guarantee at this site and a maximum average of 65ms round trip across the Broadwire network (50ms over the last mile). The average network jitter delay is guaranteed not to exceed 15ms during any calendar month. Packet loss shall be less than 1%. Although we never anticipate outages, there are instances that the service is interrupted that are beyond our control. For any service outage incident greater than 40 minutes, Broadwire will credit client a pro-rated amount based on the clients monthly payment obligation. For any month that the service is interrupted two times for more than two hours each incident, client may terminate contract. Current and past due amounts are still due regardless of contract termination. In this case, termination is not subject to the "service term". This shall exclude any outage due to loss of power at the site or acts of nature, including but not limited earthquake or fire.

**Privacy:** Broadwire is dedicated to keeping its client's information confidential and will not disclose or sell client's contact information.

**Termination of Service for "Misuse":** Broadwire reserves the right to cancel service without refund of setup fees or monthly service fees incurred by client for any use deemed unreasonable or outside of the services defined in the "description of service" section above.

**Regulatory Developments:** If at any time during the term of this Agreement any Federal, State or local regulatory or governmental agency declares the Service 'regulated' and as a result the charges for the Service are materially affected or the terms under which the Service is offered are materially affected, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

**Contract Renewal Term:** Following the service term set forth above, this agreement shall automatically renew on a month-to-month basis. Any termination shall be in writing with 30 days advance notice.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS/SALES) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SERVICES AND BROADWIRE SERVICE EQUIPMENT. BROADWIRE'S MAXIMUM LIABILITY TO CLIENT ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT THE CLIENT PAID FOR THE SERVICE THAT GAVE RISE TO THE LIABILITY.