

Service Attachment for Network Services

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order or Service Description (sometimes referred to as “you,” or “your,”) and, together with the Order, Proposal, Master Services Agreement, and other relevant Service Attachments or Descriptions, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

NETWORK SERVICES

Provider will deliver the Network Service specified and selected by Client on the Order or Proposal and described below. Additional Services may be added only by entering into a new Order including those Services.

The Network Services may be provided or delivered by Provider through the use of third-party vendors listed on the Order or Proposal. Use of the Services are subject to any applicable third-party vendor agreements. Client acknowledges and agrees to be bound by those third-party vendor agreements. Provider shall not be responsible for any third-party vendor service failures when accessing or using the Services. Client agrees to be bound by any applicable third-party vendor’s agreements regarding terms and conditions or end user licensing, and Client understands that any applicable agreement regarding terms and conditions or end user licensing is subject to change by any third-party vendor without notice.

Network cabling, conduit, electrical, rack space, and any other required construction or trenching are additional charges are not included with the Service.

**Provider does not provide internet connection. Client is responsible for providing internet connection to use the Service.

SUPPORT SERVICES

In connection with the Services that are within the scope of this Service Attachment, we will provide support services during normal business hours. Any Support Services provided on Client’s systems that are not in scope of this Service Attachment shall be performed at an additional fee, at Provider’s then-current rates.

PROVIDER-SUPPLIED EQUIPMENT

Provider shall deliver the equipment and applications as identified in the Order (“Equipment”). Provider’s delivery of that Equipment is on a rental basis only and is expressly subject to the terms of this Service Attachment pertaining to Provider-supplied Equipment.

Included Services

The Monthly Service Fee for Equipment includes all fees for the use of the Provider-owned hardware, software, operating systems, and all labor needed to install and maintain all hardware, software, operating systems delivered to client under this section.

Included Services

APEX (AT&T) - Provide AT&T products, equipment and/or services as specified on the Order and serve as level-one support and Network Operations Center for all APEX products and services, subject to the restrictions in this Service Attachment.

AT&T Products, Equipment, & Services Addendum

- Applies only to any Client using AT&T Products, Equipment and/or Services provided through Provider.
- Products, Equipment, and services resold from AT&T are marked as APEX. These products and services are subject to AT&T's terms and conditions and are subject to change by AT&T at any time.
- AT&T Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.
- AT&T Business Voice over IP Service details are located at <http://serviceguidenew.att.com/> (the "Standard Service Guide") or other locations AT&T may designate.
- AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Client must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Client will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Access Right. Client will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Client controls and will obtain at Client's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Client's landlord. AT&T will coordinate with and, except in an emergency, obtain Client's consent to enter upon Client's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Client's connection to AT&T's network. Client must provide AT&T timely information and access to Client's facilities and equipment as AT&T reasonably requires for the Services, subject to Client's reasonable security policies. Client will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

- Client will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.
- Certain terms, conditions, & products referenced in the service guides may not be applicable to products offered as part of this Agreement. Provider can provide additional information on an as needed basis.

Equipment Restrictions

All Equipment must be used by Client for the purpose for which it was intended. Client shall not abuse the Equipment or permit it to be serviced by anyone other than Provider. Neither Client nor Client's agent shall connect accessories supplied by anyone other than Provider to the Equipment without Provider's written consent, which shall not be unreasonably withheld. Client shall use the Equipment only in the manner contemplated by the manufacturer and in accordance with law. Client shall not allow anyone other than Provider to disconnect or move the Equipment from the location noted above. Provider must be free to make any changes needed on the Equipment. Any critical business data stored on any Equipment must be backed up by Client.

Ownership of Provided Software and Equipment

Client acknowledges that its interest in any software installed by Provider on the Equipment is that of a licensee and that the software provided by Provider shall remain the property of Provider and must be returned if requested by Provider in furtherance of the Services or upon termination of this Agreement. Client further agrees to cease the use of any software or Equipment that remains the property of Provider upon cancellation or termination of this agreement.

CUTOVER DATE AND ACCEPTANCE

The Service Start Date outlined in the Order for installed Equipment is only an approximate date. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT.**

TRAINING

Provider shall provide all necessary training for Client's personnel to properly operate newly installed Equipment. Ongoing remote training will be provided by Provider at no additional cost to Client during the term of this Agreement.

CONSULTANT

In the event that Client is represented by a consultant, Provider may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Client training and directories.

Planned Network Maintenance Period ("PNMP")

Our designees will avoid performing network maintenance during our normal business hours that will have a disruptive impact on the continuity or performance level of the Service. However, the preceding sentence does not apply to restoration of continuity to a severed or partially

severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential or other emergency conditions. We will use commercially reasonable efforts to notify you prior to emergency maintenance. We also will use commercially reasonable efforts to provide you with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency) that, in our or our designee's reasonable opinion, has a substantial likelihood of affecting Service performance. If any planned activity is canceled or delayed, we will promptly notify you.

Emergency Maintenance Period ("EMP")

It may be necessary for us or our designees to issue an EMP. EMPs allow us to schedule required maintenance with a shorter notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on the Service network.

Warranty

We warrant that the Service shall conform to this Service Attachment. We will use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Service and to restore the Service.

THE REMEDY(IES) AS SET FORTH IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.

SERVICE LIMITATIONS AND RESTRICTIONS

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE NO MORE THAN SIXTY (60) DAYS PRIOR TO AND NO LESS THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM.

Early Termination by Client With Cause

Client may terminate this agreement for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notice.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

Early Termination by Client Without Cause

If Client has satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause during the Initial Term upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Initial Term, based on the prices identified on the Order then in effect.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-parties end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinder Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Agreement, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.