

## STANDARD INTERNET ACCESS MAINTENANCE AND SUPPORT TERMS

These Standard Internet Access Maintenance and Support Terms (the “**Support Terms**”) are incorporated into and made an integral part of the Broadband Agreement. Capitalized terms used but not defined in these Support Terms shall be given the meaning ascribed to them in body of the Broadband Agreement and the Service Terms. In the event of an irreconcilable conflict between (a) the terms and conditions of these Support Terms and the terms and conditions of the Service Terms or the General SOW or (b) the terms and conditions of these Support Terms and the terms and conditions of the Broadband Agreement body, these Support Terms shall prevail in all cases, but only to the extent of the conflict. In the event of an irreconcilable conflict between the Nomadix EULA and these Support Terms, the Nomadix EULA shall prevail in all cases, but only to the extent of the conflict.

The Parties agree these Support Terms define and describe SONIFI’s sole and exclusive obligations for monitoring, maintaining, supporting, updating, upgrading, replacing and repairing the Internet Access Equipment and Licensed Software sold, installed, provided, licensed, or otherwise made available by SONIFI to Customer pursuant to the Broadband Agreement.

Subject to the terms, conditions, restrictions and limitations in the Broadband Agreement including, without limitation, Customer’s obligations regarding cooperation set forth in Section 11 of the Service Terms, SONIFI shall provide to Customer the out-of-warranty repair and support services specified below for the sole purpose of making Internet access available to Customer’s invitees and guests at the Premises.

### 1. Help Desk Services

- a. As part of Standard Internet Access Maintenance and Support, SONIFI shall provide remote technical support to the persons identified in the Products & Fee Schedule, as described in these Support Terms, in English and French (if required by law or by the Broadband Agreement), to the Premises during the Term of the Broadband Agreement (the “**Help Desk Services**”). Such Help Desk Services, subject to the existence of a Force Majeure Event:
  - i. shall be available to the persons for whom Customer has engaged Help Desk Services (the “**Users**”), as identified in the Products & Fee Schedule (Premises employees, Premises guests, public area users, Premises invitees, and/or conference attendees);
  - ii. shall be accessible by Users via one or more toll-free telephone numbers as assigned by SONIFI, via email using one or more email addresses assigned by SONIFI, or via such other communication methods as SONIFI may choose to implement, in its sole discretion. Customer shall make instructional materials containing contact information for the Help Desk Services available to Users via commercially reasonable means;
  - iii. shall be available to Users twenty-four (24) hours a day, seven (7) days a week, including holidays;
  - iv. shall be available through a number of telephone lines that SONIFI, in its sole but commercially reasonable opinion, determines to be sufficient for the anticipated call volume; and
  - v. shall be provided by qualified and knowledgeable SONIFI personnel, as determined by SONIFI in its

sole discretion (“**Help Desk Personnel**”). Such Help Desk Personnel shall be available (a) to respond to operational queries from Users concerning the Internet Access Equipment and the Licensed Software, (b) to respond to operational queries from Users concerning any other hardware or software for which SONIFI has expressly agreed to provide Help Desk Services under the Broadband Agreement (collectively, “**Customer-Supplied Equipment**”), and (c) to assist and support the utilization of the Internet Access Equipment, the Licensed Software and the Customer-Supplied Equipment by Users (each a “**Support Request**” and, collectively, “**Support Requests**”), subject to the exclusions delineated in Section 7 of these Support Terms.

### b. Service Level Metrics

- i. Subject to the existence of a Force Majeure Event, Help Desk Personnel shall answer no less than eighty-five percent (85%) of Support Requests made by telephone within sixty (60) seconds measured on a quarterly basis. Support Requests will be addressed on a first-come, first-served basis.
- ii. Subject to the existence of a Force Majeure Event, the abandon rate for Support Requests made by telephone shall be less than five percent (5%) measured on a quarterly basis.

### c. Help Desk Personnel Responsibilities

- i. When handling a Support Request, Help Desk Personnel shall render a commercially reasonable and technologically feasible effort to resolve the reason for the User’s query within a reasonable amount of time (the “**Resolution Efforts**”).
- ii. Resolution Efforts may require steps to be performed by the User, or available Customer personnel, in accordance with instructions provided by the Help Desk Personnel via telephone or email. Resolution Efforts may also require follow-up communications by Help Desk Personnel, via telephone or email, to a User or to Customer personnel. Such follow-up communications may occur at any time, twenty-four (24) hours a day, seven (7) days a week, utilizing User or Customer personnel contact information as provided to SONIFI by Customer or a User. Customer is responsible for ensuring SONIFI is advised of current and appropriate points of contact for facilitating Resolution Efforts. SONIFI is not responsible or liable for delays of Resolution Efforts resulting from the unavailability of appropriate or accurate contact information for or the unavailability of Users or Customer personnel.
- iii. If, in the commercially reasonable discretion of the Help Desk Personnel, a Support Request cannot be resolved through the efforts of the Help Desk Personnel and a User or Customer personnel, as applicable, the Help Desk Personnel shall dispatch a service technician to arrive at the Premises within the timeframe specified in Section 2 of these

Support Terms to continue the resolution of the Support Request.

## 2. On-Site Support Services

- a. Subject to the existence of a Force Majeure Event and the exclusions in Section 7 of these Support Terms, and only if a Service Request cannot be resolved remotely by Help Desk Personnel, as determined by SONIFI in its reasonable discretion, SONIFI shall provide on-Premises service call response and Internet Access Equipment repair/replacement services by qualified and knowledgeable service technician(s) (as determined by SONIFI in its sole discretion) in accordance with the response times specified in Paragraphs 2.a.i through 2.a.iii, below, on a 24-hour-per-day, 7-day-per-week basis during the Term (a “**Service Visit**”). For purposes of the response times set forth in this Section 2, the applicable response timeframe for a Service Visit shall start upon the Help Desk Personnel’s transmission of a service ticket to a service technician, and SONIFI shall be deemed to have responded to an issue upon its service technician’s arrival at the Premises (the “**Response**”).
  - i. For High Severity issues, SONIFI’s Response shall be within six (6) hours. A “**High Severity**” issue is defined as a technical problem negatively affecting Internet access availability in one hundred percent (100%) of the authorized areas in the Premises served by the Internet Access Equipment. Such issues can result from the failure of the access gateway server, the Internet access core switch, or Internet access Property Management System interface.
  - ii. For Medium Severity issues, SONIFI’s Response shall be within twelve (12) hours. A “**Medium Severity**” issue is defined as a technical problem negatively affecting Internet access availability in more than ten percent (10%) but less than one hundred percent (100%) of the authorized areas in the Premises served by the Internet Access Equipment. Such issues can result from the failure of an Internet access edge switch or technical problems affecting multiple wireless access points.
  - iii. For Low Severity issues, SONIFI’s Response shall be within twenty-four (24) hours. A “**Low Severity**” issue is defined as a technical problem negatively affecting Internet access availability in ten percent (10%) or fewer authorized areas in the Premises served by the Internet Access Equipment. Such issues can result from the failure of a single wireless access point.
  - iv. In the event equipment, parts, or other materials which are required for a Service Visit (based on SONIFI’s reasonable determination) are unavailable for reasons that are beyond SONIFI’s control, SONIFI shall be excused from the applicable response time requirement during the time such materials are unavailable. SONIFI shall take commercially reasonable and economically feasible steps to minimize the length of such delays.
- b. All Service Visits shall be billable at the rates, fees and charges set forth in SONIFI’s most current Field Service Labor Rate Card, which is available upon request to SONIFI. All rates, fees and charges identified in the Field Service Labor Rate Card are subject to change

from time to time in SONIFI’s sole discretion. Whenever possible, Service Visits shall be performed during Normal Business Hours. The term “**Normal Business Hours**” is defined as 8:00 AM to 5:00 PM local time Monday through Friday (except for holidays). Service Visits performed outside Normal Business Hours shall be subject to the applicable rates and charges set forth in SONIFI’s most current Field Service Labor Rate Card for “Non-Business Hours”.

- c. SONIFI shall issue invoices to Customer on a monthly basis (or such other basis to which the Parties may mutually agree in writing) for all labor, equipment, parts, materials and services provided or performed pursuant to these Support Terms. All such invoices shall be due and payable as provided in Section 1 of the Service Terms.

## 3. Internet Access Equipment Repair or Replacement

- a. Any repair or replacement of Internet Access Equipment covered by a SONIFI-provided limited warranty expressly set forth in the Broadband Agreement (when and to the extent applicable) and the labor required to complete any such repair or replacement of Internet Access Equipment covered by a SONIFI-provided limited warranty expressly set forth in the Broadband Agreement (collectively, “**Covered Equipment**”) shall be performed solely in accordance with the specific limited warranty provisions of the Broadband Agreement. **NO ADDITIONAL EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY NATURE OR KIND IS PROVIDED BY OR PURSUANT TO THESE SUPPORT TERMS AND ANY SUCH WARRANTY IS HEREBY DISCLAIMED.**
- b. SONIFI’s sole and exclusive responsibility for any repair or replacement of Customer-Supplied Equipment and Internet Access Equipment that is not Covered Equipment (collectively, “**Non-Warranted Equipment**”) shall be limited to and subject to the following:
  - i. SONIFI shall provide commercially reasonable assistance to Customer to seek repair or replacement of the Non-Warranted Equipment from the equipment manufacturer or a third-party warranty provider;
  - ii. Customer shall be solely responsible for any deductibles, repair fees, replacement costs, taxes, shipping, freight and handling charges, and any other payments or fees that must be paid to a Non-Warranted Equipment manufacturer or third-party warranty provider for a warranty claim and warranty fulfillment or for Non-Warranted Equipment repairs or replacement;
  - iii. if, based on SONIFI’s reasonable determination and/or based on guidance or instructions from the applicable Non-Warranted Equipment manufacturer or third-party warranty provider, Non-Warranted Equipment must be replaced, SONIFI agrees to obtain for Customer, at Customer’s sole expense, appropriate replacement equipment that is adequate to enable SONIFI to continue to provide the Services (“**Replacement Equipment**”); and
  - iv. Customer shall be solely responsible for any fees, costs and expense charged by or incurred by



SONIFI for its assistance with Non-Warranted Equipment, including but not limited to: (a) troubleshooting and repairing Non-Warranted Equipment; (b) contacting and working with Non-Warranted Equipment manufacturers or third-party warranty providers; (c) transporting Non-Warranted Equipment back to SONIFI, the Non-Warranted Equipment manufacturer, or third-party warranty provider; (d) obtaining Replacement Equipment (including required Licensed Software or other software for such Replacement Equipment) and transporting Replacement Equipment to the Premises; and (e) installing, configuring and activating the Replacement Equipment and required Licensed Software.

- c. Any failure by Customer to approve or to timely pay all fees, costs, expenses or charges associated with the repair or replacement of Internet Access Equipment or Non-Warranted Equipment, or with obtaining and transporting Replacement Equipment shall excuse SONIFI from its obligation to facilitate or provide the Services under the Broadband Agreement with respect to such equipment.

#### 4. **Proactive Support Services**

- a. During the Term, SONIFI will perform real time remote monitoring and management of the Internet Access Equipment, subject to the monitoring and management capabilities of the Internet Access Equipment, and will endeavor to detect Internet Access Equipment failures and malfunctions, and degradation and interruption of Internet access in authorized areas of the Premises served by the Internet Access Equipment (collectively, “**Network Issues**”), conditioned on Customer’s compliance with Section 4 and Subsection 11.1 of the Service Terms, requiring Customer to cooperate with SONIFI and to maintain a sufficient External Broadband Connection. Customer is also responsible for promptly reporting Network Issues to SONIFI Help Desk Personnel when Customer’s employees, contractors, guests or invitees detect Network Issues.
- b. Upon discovering or receiving notice of a Network Issue during the Term, SONIFI will take commercially reasonable and technically feasible remedial action, as deemed appropriate by Help Desk Personnel, to resolve the identified Network Issue, subject to the applicable provisions of Sections 1 through 3 of these Support Terms, including Customer’s payment of all applicable fees, charges, costs and expenses to SONIFI.
- c. Customer acknowledges and agrees that it is necessary for SONIFI to perform periodic network security scans in order to confirm that: (a) SONIFI continues to have sufficient access to the Premises Internet Infrastructure, the Internet Access Equipment and Customer-Supplied Equipment (pursuant to Section 4 of the Service Terms) and (b) the Premises Internet Infrastructure, the Internet Access Equipment and Customer-Supplied Equipment continue to be 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, and these Support Terms.

#### 5. **RADIUS Authentication Services**

- a. If the Services include the integration of the Internet Access Equipment and Licensed Software with Customer’s RADIUS-based authentication system (identified in the Products & Fee Schedule as “RADIUS Authentication Services”), (i) malfunctions of such system, or (ii) technical problems with the integration of the RADIUS-based authentication system and the Internet Access Equipment or Licensed Software, in either case, that are solely caused by the Internet Access Equipment and/or Licensed Software (individually, an “**Integration Problem**” and, collectively, “**Integration Problems**”) shall be resolved by SONIFI at no additional cost to Customer and queries from Customer personnel concerning Integration Problems shall be deemed to be Support Requests under these Support Terms.
- b. In the event Integration Problems are not caused by or are determined by SONIFI personnel to have not been caused by the Internet Access Equipment and/or Licensed Software, the resolution of such Integration Problems shall not be considered a Support Request. However, SONIFI, in its sole but reasonable discretion, may: (i) choose to assist with the resolution of the Integration Problem and invoice Customer for the time and materials required for such assistance; or (b) elect to not assist with the resolution of the Integration Problem.

#### 6. **Conference Network Management Services**

- a. If Standard Internet Access Maintenance and Support will be provided for conference space, as identified in the Products & Fee Schedule, SONIFI shall make available to Customer the following conference network management services for additional fees and charges:
  - i. SONIFI-Facilitated Access Code Management. Customer shall be entitled to contact SONIFI Help Desk Personnel to request the addition, modification, and deletion of SONIFI-managed network access codes for Internet connectivity via the Internet Access Equipment; and
  - ii. SONIFI-Facilitated Conference Network Customization. Customer shall be entitled to contact SONIFI Help Desk Personnel to request the addition, modification, and deletion of custom private Internet access networks for conference attendees.
- b. Customer acknowledges and agrees that SONIFI-facilitated conference network management service requests do not constitute Support Requests under these Support Terms. SONIFI, in its sole discretion, may charge Customer for each and every conference network management service request in accordance with the prices, rates and charges in its then-current Network Services Rate Card, which is available upon request to SONIFI, or such other rates, charges and prices as SONIFI and Customer may mutually agree in writing.
- c. If the Services include a Conference Management Module (as identified in the Products & Fee Schedule), SONIFI shall make available to Customer the following corresponding self-service tools:
  - i. Conference Management Module – Standard. Customer shall be granted access to the Management Portal in order to add, change, and



delete network access codes for conference attendees; or

- ii. Conference Management Module – Premium. Customer shall be granted access to a network customization tool, available through the Management Portal, which enables Customer to add, change, and delete custom private Internet access networks for conference attendees. The features and customization options available through the network customization tool shall be limited to the developed and released capabilities of the tool. SONIFI makes no representations or warranties that the network customization tool is capable of accommodating all potential network customization scenarios.

## 7. Service Exclusions

- a. Customer acknowledges and agrees that it shall not permit anyone other than personnel who are approved by or acting under the guidance of SONIFI (“**Authorized Personnel**”) to attempt to repair, replace, or otherwise provide maintenance services with respect to the Internet Access Equipment and Licensed Software.
  - i. To the extent that anyone other than Authorized Personnel attempts to repair or replace Internet Access Equipment or to perform maintenance services on the Internet Access Equipment, SONIFI shall not be liable to Customer or its affiliates and subsidiaries and their respective owners, shareholders, members, partners, officers, employees, contractors, agents, guests or invitees for any resulting loss or damage, or the costs of Internet Access Equipment repair or replacement, and remediation of or compensation for such loss or damage, including without limitation: (a) loss of or damage to the Internet Access Equipment or Licensed Software, or loss of or diminishment to Internet Access Equipment features and functions; (b) damages, losses, costs and expenses incurred by Customer, the Premises, or other property owned or used by Customer or the Premises, such as lost profits, lost revenues, lost room bookings, loss of goodwill, loss of data and loss of anticipated saving; or (c) damages, losses, costs and expenses occurring due to degradation or interruption of Internet access services, regardless of severity.
  - ii. Any violation of this Section 7, in SONIFI’s sole discretion, may immediately void any SONIFI-provided limited warranties for the Internet Access Equipment and Licensed Software set forth in the Broadband Agreement and relieve SONIFI from its obligations under the Broadband Agreement. Such relief, however, shall not limit or abrogate the remedies to which SONIFI is entitled under the Broadband Agreement, at law or in equity.
- b. SONIFI is not responsible for and makes no warranties or representations regarding the Internet Access Equipment, the Licensed Software or Services, with respect to:
  - i. defects, failures, or operational deficiencies resulting from Customer’s failure to take commercially appropriate care of the Internet Access Equipment and Licensed Software, including without limitation maintaining sufficient

ventilation, cooling, and reasonable cleanliness of Internet Access Equipment installation locations;

- ii. misuse of, tampering with, unauthorized modification of or theft of the Internet Access Equipment or Licensed Software;
  - iii. electrical outages, surges, or fluctuations or any External Broadband Connection outage or interruption;
  - iv. any Force Majeure Event;
  - v. Internet access, Premises Internet Infrastructure or network problems experienced by Customer or the Premises (or their respective employees, guests and invitees) as a result of changes to the Internet Access Equipment or Licensed Software which were not authorized by or within the control of SONIFI;
  - vi. Internet access, Premises Internet Infrastructure or network problems experienced by Customer or Premises (or their respective employees, guests and invitees) as a result of Premises Internet Infrastructure changes, Premises Internet Infrastructure degradation, or other problems not authorized by or within the control of SONIFI; or
  - vii. Internet access, Premises Internet Infrastructure or network problems experienced by Customer as a result of External Broadband Connection outages, latency, or other Internet circuit issues not caused by SONIFI.
- c. Customer acknowledges and agrees that Customer or User inquiries that do not relate to resolving a malfunction or failure of the Internet Access Equipment, Customer-Supplied Equipment, Licensed Software or Services do not constitute a Support Request under these Support Terms. Such inquiries may include, but are not limited to, network configuration change requests, Internet Portal change requests, custom network setups, network functionality change requests, third-party system integration requests, and broadband circuit changes. SONIFI, in its sole but reasonable discretion, may choose to assist Customer with such inquiries and may charge Customer in accordance with the prices, rates and charges in its then-current Network Services Rate Card, which is available upon request to SONIFI, or such other rates, charges and prices as SONIFI and Customer may mutually agree in writing.