

PRIVATE WIRELESS AS A SERVICE
TERMS OF SERVICE

These Private Wireless as a Service Terms of Service (“PWaaS Terms”) set forth the terms and conditions under which Logicalis, Inc. (“Logicalis”) provides Customer the Private Wireless Solution, which includes the PWaaS offering (each as defined below). These PWaaS Terms exclusively govern Logicalis’ delivery of the PWaaS notwithstanding the existence of the Agreement or any other separate written contract between Logicalis and the Customer for the sale of products and services. The PWaaS Terms also govern the other components that may comprise the Private Wireless Solution where specifically indicated herein. For greater certainty, the Agreement shall govern any or all other components of the Private Wireless Solution other than the PWaaS (e.g., other products and services ancillary to but not included as part of the PWaaS) unless it is specifically stated herein that these PWaaS Terms take precedence over the Agreement. If the parties wish to modify any of the PWaaS Terms, they must do so by explicitly identifying in the applicable SOW the section of the SOW that controls over the specific section of the PWaaS Terms. Logicalis shall not have any obligation to perform the PWaaS under a SOW unless the SOW is signed by each party.

1. DEFINITIONS

- 1.1. “Agreement” means Logicalis’ Master Solutions Agreement [found at <https://us.logicalis.com/msa>] or Terms and Conditions of Sale [found at <https://us.logicalis.com/tcsales>], as the case may be, referenced in the applicable SOW or any separate contract entered into between Logicalis and Customer that is specifically identified in the applicable SOW.
- 1.2. “Brand” means a product or service bearing trademarks, logos, trade names and other marks that are owned by an entity or its affiliates.
- 1.3. “Customer” means the contracting entity identified in the applicable SOW.
- 1.4. “Customer’s Client” means a Customer’s client, customer, or any other third party identified in a SOW that Customer, with Logicalis’ written authorization, provides the PWaaS as a Private Label Service, resells the PWaaS under Logicalis’ own Brand, or otherwise gives access to the PWaaS, including without limitation such companies’ agents and employees.
- 1.5. “Customer Content” means any information processed or stored through the PWaaS by Customer or on Customer’s behalf or that Logicalis is provided with in connection with providing the PWaaS, which may include personal information and other records related to Customer’s account.
- 1.6. “Equipment” means the Third Party Components, specifically including RAN components, that Logicalis requires the Customer to purchase or possess to enable or use the Private Wireless Solution.
- 1.7. “Location” means the Customer or, if applicable, Customer’s Client’s geographical property location stated in a SOW where Customer intends to use or deploy its Spectrum.
- 1.8. “PWaaS” means Logicalis’ Private Wireless as-a-Service offering as further described in Section 2 and in the applicable SOW.
- 1.9. “Private Label Service” means the wireless or similar Private Wireless Solution provided by Customer under its own Brand to Customer’s Client utilizing in whole or in part the PWaaS provided to Customer under a particular SOW.
- 1.10. “Private Wireless Solution” means the performance a variety of technology networking services and solutions offered by Logicalis to Customer, which may include PWaaS and/or different levels of service as further set forth in Section 2.
- 1.11. “SIM” is a small subscriber identity module, whether embedded in or a separate card that is inserted into a qualified device that enables network and device management on the Third Party Software within the PWaaS.
- 1.12. “SOW” means the applicable statement of work entered into between Logicalis and the Customer for the PWaaS.

- 1.13. "Spectrum" means only the radio wave frequencies in the Citizen's Band Radio Service that Customer obtains for Customer's Location, whether as General Authorized Access, a Priority Access License ("PAL") holder, a PAL lessee for the Customer's Location or that of its users.
- 1.14. "Subscription Term" means the subscription period stated in the SOW during which Logicalis will provide the PWaaS.
- 1.15. "Third Party Components" means software, middleware, hardware, devices, equipment, services applications, telecommunication lines, Spectrum, or facilities purchased from or provided by a third party.
- 1.16. "Third Party Software" means the enabling software used to provide and deliver the PWaaS and any related software installed inside a Customer's network that enables their use of the PWaaS.

2. SERVICE DESCRIPTIONS

2.1. **Private Wireless Solution.** The Private Wireless Solution consists of multiple platform elements that work in concert to provide a network-provisioned service, which through cloud and computing performance, provides network and device management and converged core functionality that is intended to enable Customer connectivity and functionality of Customer's devices with Customer's Spectrum in a private customer enterprise network. The Private Wireless Solution includes the PWaaS offering (described in Section 2.2), and additionally, may also be comprised of any one or all of the following:

- Design and layout of Customer's network;
- Installation and configuration of core / edge hardware and any other on-prem infrastructure at Customer's Location;
- Radio frequency design and deployment of radio access network ("RAN") optimization, upgrades, support and notification, management, and GPS alignment;
- Spectrum consulting or administration services; and/or
- Deployment of devices to enable Customer connectivity and functionality of Customer's devices with Customer's own Spectrum rights and its own telecommunication lines that may incorporate third party manufactured equipment, Logicalis branded software, and/or Third-Party Software purchased either by Logicalis or Customer deployed by Logicalis or its Customer or Customer's Clients.

2.2 **PWaaS.** PWaaS is a subscription-based service provided on an as-a-service basis to Customer that includes the features and functionalities stated below as a part of a bundle and is comprised of:

- Access to the PWaaS cloud-based control center platform powered by the Third Party Software referenced in the SOW, which provides Customer with network and device management as well as 4G/5G converged core functionality for enabled devices at the Location in Customer's private enterprise network;
- Onboarding of Customer on to the Third Party Software cloud control center platform, including creation of Customer's profile account;
- The provision, on-boarding, and activation of the specific number of SIMs identified in the SOW for use with Customer's devices;
- On-boarding and activation of the specific number of radios identified in the SOW;
- End-to-end monitoring and management of the Customer's core/edge hardware and RAN used in conjunction with the PWaaS; and
- Technical support as set forth in the SOW.

2.3 **Managed Services for Equipment.** Managed services of Equipment, if any, will be specifically identified in the SOW.

2.4 **Provision of Professional Services.** Any and all of the services listed as part of the Private Wireless Solution may be bundled together or billed as a separate billable line item. Logicalis may use subcontractors in the performance of these services.

2.5 **Customer's Client.** Subject to the provisions of this Section 2.5, if agreed to by Logicalis in a signed-SOW, Customer may sell the PWaaS as part of its Private Label Service under Customer or its affiliates white label Brand and Customer may authorize Customer's Client to receive, access, and use PWaaS subject to Customer's payment of the fees set forth in the SOW and Customer Client's strict compliance with these PWaaS Terms. Unless Customer is offering the PWaaS as a Private Label Service, Customer agrees that it shall not remove Logicalis' Brand marks from the PN SaaS or related documentation. For the avoidance of doubt, Customer shall never remove any the Brand marks of any third party on the hardware, software, and documentation purchased as part of the Private Wireless Solution. Customer shall: (a) provide to Logicalis the complete name, contact information, and Location for the proposed Customer's Client and update such information as soon as it become aware of a change; and (b) require that Customer's Client agree in writing to strictly comply with these PWaaS Terms and any restrictions set forth in the applicable SOW. Customer shall make no representations or warranties regarding the PWaaS or any other matter, to Customer's Clients or any other third party, from or on behalf of Logicalis, and Customer shall not create or purport to create any obligations or liabilities for Logicalis. Customer shall be liable to Logicalis for Customer's Client's compliance with the PWaaS Terms and Logicalis shall be a third-party beneficiary to Customer's agreement with Customer's Client with the right to enforce the provisions of the Agreement, including indemnification. For greater certainty, Logicalis shall have no obligation to provide support or other services, SLA remedies, or other remedies to Customer's Clients and expressly disclaims any liability to Customer's Clients.

3. **PWaaS SUBSCRIPTIONS**

- 3.1. **Subscriptions.** A subscription to the PWaaS includes a unique set of one or more licenses relating to radios within the RAN and SIMs for Customer devices within Customer's network that are activated within the PWaaS control center platform and are bound together and subject to the same usage terms (start date, duration, and expiration date). Each SOW will identify the maximum number of SIMs and radios the Customer may have in activated status in the PWaaS at any one time in a given month as part of the Subscription. During the Subscription Term, subject to these PWAAS Terms, Logicalis will: (1) make the PWaaS available to Customer, (2) provide Customer with technical support and an availability service level agreement as further set forth in Section 5, and (3) provide upgrades and updates (which may also be in accordance with Cisco's standard update and upgrade schedule and processes with respect to the PWAAS).
- 3.2. **Subscription Term** Unless the SOW indicates the order for the PWaaS is a Proof of Concept (as described below in Section 3.11 is adjusted pursuant to Section 3.6, the PWaaS is offered on a one, two, or three year subscription basis as set forth in the SOW. The Subscription Term shall commence at the earlier of the two following events: (a) the day of first activation of a SIM or radio into the Third Party Software control center platform; or (b) the Subscription Term commencement date stated in the SOW. Once one SIM or radio is activated, all radios and SIMs packaged in the PWaaS bundle stated in the SOW and associated with the subscription are deemed activated and their term will commence. All rights granted to or in relation to the PWaaS shall automatically expire at the end of the Subscription Period.
- 3.3. **Subscription Renewals.** The Subscription Term shall automatically renew at the expiration of the term for successive periods of one-year each, unless either party provides the other party written notice of its election to terminate the PWaaS no less than 90 days prior to the end of the then-current Subscription Term.
- 3.4. **Subscription Term Alignment.** If Logicalis is providing the PWaaS to different Location(s) of Customer under one or more other SOWs, if agreed to in writing signed by Logicalis and Customer, the parties may mutually agree in writing to adjust the affected Subscription Terms to align such that the Subscription Term for each Location will be co-terminus.

- 3.5. **Active Status.** Only SIMs and radios that are actually activated in Customer's account will connect to Customer's network.
- 3.6. **Additional SIMs and Radios.** Any additional purchase of SIM and/or radio bundles for use in the PWaaS will be effectuated pursuant to the change process set forth in the Agreement. For avoidance of doubt, use of the additional SIMs and radios shall be co-terminus with the existing Subscription Term.
- 3.7. **Exceeding Allotted SIMs/Radios.** In the event Customer exceeds the number of active SIMs and/or radios allotted for the Subscription in a given month, Customer shall pay an overage charge to Logicalis on a per SIM and per radio basis for that month in accordance with Logicalis' then-current market prices, unless a stipulated overage charged is otherwise stated in the SOW. The following is an example for illustrative purposes only: a customer's subscription allows for 100 SIMs and five (5) radios in active status each month. During month 1, Logicalis provides customer with 100 SIMs and all 100 are listed as active. In month 2, upon execution of a PCR, Logicalis provides Customer with 15 additional SIM cards. After customer experiences attrition or loses SIMs, Customer purges 10 of the SIMs in the PWaaS platform but activates all 15 new SIMs. Logicalis will bill Customer overage charges for 5 SIMs.
- 3.8. **Charges.** Unless otherwise expressly stated in the SOW, payment in full for the Subscription is due at the commencement of each Subscription Term. Logicalis will invoice overage charges in arrears on a monthly basis. Customer shall pay Logicalis' invoices in accordance with the payment terms agreed to in the SOW, or if none, then the Agreement.
- 3.9. **Termination.** An order for the PWaaS is non-cancellable and all sums paid thereunder are non-refundable. Other components of the Private Wireless Solution are subject to the termination rights set forth in the applicable SOW or Agreement pursuant to which the SOW is issued; provided, however, in the event of a conflict between those terms and the terms in this section 3.7, these PWaaS Terms shall prevail. Logicalis may, at any time, terminate or suspend the PWaaS or performance of the Private Wireless Solution to Customer if: (i) Customer materially breaches the Agreement, the SOW, or these PWaaS Terms; (ii) Customer impedes Logicalis' provision of the PWaaS; (iii) Logicalis is legally compelled to do so; or (iv) Customer's account is delinquent by more than 30 days not including invoices that are subject to a valid dispute. Logicalis will provide reasonable notice before terminating or suspending the PWaaS unless Logicalis believes, in its sole discretion, an immediate suspension or termination is required. Logicalis shall not be liable to Customer for any damages resulting from Logicalis' termination or suspension of the PWaaS in accordance with this provision.
- 3.10. **Impact of Termination.** Upon expiration or termination of the Subscription Term: (a) Logicalis will not be obligated to continue providing the PWaaS and Customer shall cease use of the PWaaS and any related documentation provided in connection therewith; (b) Customer shall promptly pay Logicalis any outstanding amounts due; and (c) Customer shall return or destroy all copies of any documentation provided by Logicalis pertaining to the PWaaS and any Logicalis' Confidential Information.
- 3.11. **Proof of Concept.** Logicalis and Customer may enter into a SOW for a demonstration account for the purpose of evaluating the PWaaS, which shall be for a modified term and with a limited number of devices and radios all as set forth in the SOW ("Proof of Concept"). The following terms apply to a Proof of Concept SOW:
- 3.11.1. No extension of the Proof of Concept period will take effect unless agreed to in writing by an authorized representative of Logicalis.
- 3.11.2. If Customer elects to purchase a full subscription to the PWaaS, the parties shall enter into a new SOW.
- 3.11.3. The parties understand that a Proof of Concept is conducted in a live, production environment.

4. **GRANT AND USAGE RIGHTS.**

- 4.1. **Grant.** Subject to Customer's strict compliance with the Agreement, SOW, payment of the fees, and these PWaaS Terms, Logicalis: (i) grants Customer with a non-exclusive, non-transferable, limited right for Customer or Customer's Client, if applicable, to access and use the PWaaS and any Third Party Software elements that make up the PWaaS during the Subscription Term, solely for its internal business purposes in accordance with these PWaaS Terms; and (ii) a non-exclusive, non-transferable limited right to use the Third Party Software (and any software embedded or provided therein), in object code form only, solely for Customer or if applicable, Customer's Client's internal use.
- 4.2. **Documentation.** Customer may reproduce and use any documentation provided by Logicalis solely as necessary to support its use of the PWaaS.
- 4.3. **Acceptable Use.** Customer is responsible for all acts and omissions of its users in connection with the PWaaS. Customer agrees, and will ensure its Users agree, to: (i) act responsibly and not use the PWaaS for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images; (ii) comply with any Third Party Software acceptable use policies and any such usage requirements stated or referenced in the SOW; (iii) use the PWaaS in accordance with applicable laws; and (iv) prevent unauthorized access to the PWaaS by any third party that Logicalis or the Third Party Software manufacturer reasonably identifies in writing as a competitor. Customer will immediately notify Logicalis of any such unauthorized access or use of which Customer becomes aware.
- 4.4. **Ownership and Intellectual Property Rights.** Nothing in these PWaaS Terms assigns or transfers any intellectual property rights between the Parties. Logicalis retains ownership of all right, title and interest to its intellectual property rights (including without limitation, all patent rights, design rights, copyrights and trade secret rights) to the PWaaS and documentation. Customer agrees not to (a) copy, modify, or reverse engineer the hardware, software, or design, make derivative works based upon the PWaaS or Third Party Software or use the PWaaS to develop any products, without Logicalis' prior written approval or (b) sell, license, rent, or transfer the PWaaS or Third Party Software to any third party except for as provided herein.
- 4.5. **Feedback.** Logicalis may use any feedback Customer provides in connection with its use of the PWaaS as part of its business operations.
- 4.6. **Content.** Logicalis will use the Customer Content in an anonymized fashion to provide the PWaaS, including related support. For avoidance of doubt, Logicalis does not acquire any rights in the Customer Content other than the rights to use such content to provide the PWaaS and will not have access to any Customer data other than the Customer Content stored on the core server. Logicalis will return or remove Customer Content from the Third Party Software resources upon the expiration of the Subscription or earlier upon Customer's request.
- 4.7. **Self-Management Option.** If, as set forth in a SOW, Customer will receive self-managed capabilities for the PWaaS, Customer can remove activate, de-activate, purge and otherwise manage its devices and radios connected to its Private Wireless and remove Customer Content at any time.

5. PERFORMANCE AND SERVICE LEVELS

- 5.1. **Service Level Agreement.** Logicalis' commitment to uptime for the PWaaS, if any, shall be set forth or referenced in a SOW ("SLA"). The SLAs set forth in the SOW, if any, shall also identify the credits and/or remedies any failure of the PWaaS listed in the SLA. Such remedies are Customer's sole remedy for any failure of the PWaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy; provided this sentence does not restrict any Customer right to terminate this Agreement for breach as provided herein.
- 5.2. **Support.** During the Subscription Term, Logicalis will provide Customer support for the PWaaS as set forth in the applicable SOW.

6. WARRANTY.

- 6.1. **PWaaS Warranty.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PWAAS IS AT CUSTOMER'S SOLE RISK. LOGICALIS EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PWAAS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LOGICALIS OR AN AUTHORIZED REPRESENTATIVE OF LOGICALIS SHALL CREATE A WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE NETWORK IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR AVAILABILITY OF ALL OR ANY ASPECT OF THE PWAAS IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE. LOGICALIS DOES NOT WARRANT THAT THE PWAAS AND THIRD PARTY SOFTWARE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT LOGICALIS WILL CORRECT ALL SERVICE ERRORS, OR THAT PWAAS AND THIRD PARTY SOFTWARE WILL PROVIDE ANY SPECIFIC RESULTS OR MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. IN NO EVENT SHALL LOGICALIS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA; (ii) ANY ACT OR OMISSION OF CUSTOMER OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE PWAAS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORK PROVIDED BY CUSTOMER OR THIRD PARTIES; (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER EQUIPMENT, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT; OR (v) CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY FOR ANY THIRD PARTY COMPONENTS USED IN COMBINATION WITH THE PWAAS.
- 6.2. **RF Design and Predictive Survey Warranty.** Logicalis will perform services involving RF design and predictive survey(s) on a commercially reasonable efforts basis in accordance with generally accepted industry standards based on the information provided to Logicalis. Logicalis is relying on information provided by Customer, third parties, and software and tools provided by third parties, and therefore, Customer understands such services may not be error-free.
- 6.3. **Private Wireless Solution Warranty.** Notwithstanding anything to the contrary in the Agreement, the only warranty Logicalis makes, whether express or implied, with respect to the provision of the Private Wireless Solution (excluding the PWaaS and RF design/predictive surveys) is that it shall perform all work in a good and workmanlike manner according to the generally accepted standards of the industry to which the services pertain. Such services will be deemed to be in accordance with this warranty if not rejected by Customer within five (5) days of performing such services. In the event such services are not in conformance with this warranty, Logicalis will take the steps necessary to correct the deficiency at no charge.
- 6.4. **Warranty Disclaimer.** THE WARRANTIES PROVIDED FOR IN SECTIONS 6.2 AND 6.3 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE RESPECTIVE WARRANTIES. LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRIVATE WIRELESS SOLUTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
- 6.5. **Spectrum Service Limitations.** Logicalis further makes no representation or warranty, express or implied, and expressly disclaims any liability regarding the availability or functionality of Spectrum at the Location, which may be affected for any number of reasons, including use of capacity due to high number of users simultaneously, damage to cables, Equipment, RAN, etc., repositioning of RAN, blockage of signal, tampering, RAN installation performed by a third party, among any number of other related factors.

7. INDEMNITY AND LIMITATION OF LIABILITY.

- 7.1. **Customer Indemnification.** Customer shall defend, indemnify, and hold harmless, Logicalis and its officers, directors, employees, agents, successors, and assigns against, any claim against Logicalis based upon: (i) the operation, use, or failure of any Equipment or Third Party Components used in combination with the PWaaS; (ii) Customer's violation of the applicable EULA referenced in the SOW; (iii) to the extent arising out of, related to, or resulting from Customer's breach of these PWaaS Terms; (iv) Customer's failure to allow updates or perform upgrades to the PWaaS within the timeframe prescribed by Logicalis; (v) Customer's use of any Third Party Components that Logicalis determines to not be qualified for use with the PWaaS; (vi) claims made by Customer's Client and (vii) any third party claim that any Third Party Component provided by Customer or use of the Third Party Software in combination with any Third Party Component infringes a U.S. patent, copyright, or other intellectual property right of such third party.
- 7.2. **Logicalis Indemnification.** Logicalis shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns against any third party claims for bodily injury, death, or property damage arising out of or relating to its work to integrate the Private Wireless Solution, but only to the extent caused by the willful misconduct or gross negligence of Logicalis, its subcontractors, and anyone employed by either for whose acts they may be liable. This is the only indemnification Logicalis agrees to provide to Customer relating to the Private Wireless Solution notwithstanding anything to the contrary in any Agreement.
- 7.3. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAWS, IN NO EVENT WILL LOGICALIS' LIABILITY ARISING OUT OF THE PWAAS EXCEED THE AMOUNT PAID TO LOGICALIS FOR THE PWAAS IN THE 12 MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM UNDER THE APPLICABLE SOW. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT WITH CUSTOMER, LOGICALIS' AGGREGATE LIABILITY ARISING OUT OF THE PRIVATE WIRELESS SOLUTION (EXCLUDING THE PWAAS) SHALL NOT EXCEED THE AMOUNT PAID TO LOGICALIS FOR THE PRIVATE WIRELESS SOLUTION (EXCLUDING THE PWAAS) UNDER THE APPLICABLE SOW. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE PWAAS OR THE PRIVATE WIRELESS SOLUTION, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

8. FORCE MAJEURE

- 8.1. **Force Majeure.** Logicalis' delay in performance, defective performance or non-performance of its obligations with respect to the PWaaS and/or the Private Wireless Solution will be excused and Logicalis will have no liability to the extent it is the result of a Relief Event. A "Relief Event" means an event impacting or reasonably likely to impact Logicalis provision of the PWaaS resulting in (i) any failure or delay in the performance of an obligation under this PWaaS Terms, the SOW, or the Agreement caused by Customer or a third party not contracted by Logicalis; (ii) Customer's failure to (a) adhere to any required configurations, (b) use supported platforms, (c) perform mandatory upgrades or updates, or (d) follow any policies for acceptable use, including any EULA, referenced in the SOW; (iii) any use of the PWaaS that falls outside of the acceptable

use policy in Section 4.3, (iv) issues which result from Customer's attempts to perform operations that exceed published specifications in relation to the PWaaS; (v) issues that otherwise resulted from the Customer's violation of the restrictions on or breach of the Customer's responsibilities and obligations hereunder; or a failure or issue arising due to or caused by a third party middleware, hardware, equipment, services, applications, or facilities; (vi) unavailability, deficiency, or malfunction of any materials or services upon which the Private Wireless Solution relies; or (vii) force majeure conditions such as acts of God, fire, explosion, power outage, cable cut, relocation of Equipment, acts of regulatory or governmental agencies, unavailability of right-of-way, strikes (other than strikes by Logicalis' own employees), shortages, riots, insurrection, flood, storm, explosions, war, pandemic, governmental action, labor conditions (other than with respect to Logicalis' own employees), earthquakes, material shortages or any other cause beyond Logicalis' reasonable control. Section 8 shall take precedence for the Private Wireless Solution over any inconsistency or conflicting term in the Agreement.

8.2. **Relief Event Procedures.** Logicalis will notify Customer of the occurrence of a Relief Event as soon as possible after becoming aware of the Relief Event and will provide Customer with details of the Relief Event and its impact on the Private Wireless Solution and/or the PWaaS.

8.2.1. If Customer causes a Relief Event that is capable of being cured, Customer will promptly correct the Relief Event (i) upon receipt of Logicalis' notice or (ii) following Customer's discovery of the Relief Event or an issue that will cause a Relief Event.

8.2.2. Logicalis will use commercially reasonable efforts to perform its obligations (and/or mitigate and avoid the impact of the Relief Event on the Private Wireless Solution and/or PWaaS) to the extent practicable. Notwithstanding that Logicalis may be impeded from providing the PWaaS and/or Private Wireless Solution as a result of the Relief Event, Logicalis will be entitled to:

- i. continue to invoice Customer for charges for the PWaaS (unless the Relief Event is caused by an event giving rise to force majeure (as defined in the Agreement) impacting Logicalis' provision of the PWaaS);
- ii. if the Relief Event continues for a period of time that, in Logicalis' reasonable opinion, makes completing the impacted PWaaS within the Subscription Term unlikely, receive an equitable extension to the Subscription Term, which the Parties will reflect in a change order; and
- iii. any additional costs and expenses as these may be reasonably incurred, except for any costs or expenses due to a force majeure event.

9. DEPENDENCIES AND CUSTOMER REQUIREMENTS

In addition to the assumptions and responsibilities stated in the SOW, the provision of the PWaaS and the Private Wireless Solution are premised and contingent upon the following:

9.1. **Third Party Software License.** If Logicalis' license for the Third Party Software expires or terminates during the Subscription Term for any reason other than non-payment by Logicalis, Customer understands and agrees that a subscription for the PWaaS shall terminate on the date the Third Party Software license expires or terminates. In such an event, Customer is only responsible to pay for charges accrued through the effective date of termination.

9.2. **Spectrum.** Logicalis is not responsible for providing Spectrum rights for the Customer. Customer is, at all times, responsible to procure and maintain all Spectrum authorizations required in connection with the Private Wireless Solution and PWaaS.

9.3. **Spectrum Band.** The Customer shall procure Spectrum, and the PWAAS Service will operate, in the CBRS Band (3.5-3.7 GHz).

9.4. **Required Equipment.** Logicalis shall identify any Equipment necessary for the Private Wireless Solution and PWaaS. The required Equipment must be purchased from Logicalis as specified in the SOW unless Logicalis gives written approval for Customer to provide its own Equipment. If on-premises installations of hardware or other equipment are necessary, the SOW will contain:

(1) a schedule of the needed equipment and (2) will identify whether Logicalis or the Customer may assume the responsibility for obtaining and installing the hardware, software and other equipment necessary for the customer to access and use the PWaaS, including any remotely-hosted software. In either case, Customer is responsible for the security of the equipment located on its premises and Customer agrees it cannot relocate the equipment without Logicalis' consent. Customer's authorization to use the PWaaS is contingent upon Customer purchasing and/or maintaining the required equipment, without which the PWaaS will not function.

- 9.5. **Preparation for Services.** Unless otherwise included within Logicalis' scope of work in a SOW, Customer will, at its own expense, ensure the Location is ready for the Equipment to be installed. Customer understands that the PWaaS cannot function without a properly installed and qualified RAN. If Customer retains a different service provider to provide and install the RAN components, then Logicalis disclaims any and all liability arising as a consequence of the use of the PWaaS in conjunction with the RAN. Customer shall notify Logicalis in writing when the RAN is operational and properly functional such that the Location is ready for the PWaaS.
- 9.6. **Customer-Provided Hardware or Software.** Customer is responsible for making any alteration, modification or attachment to Equipment for Customer's use to meet PWaaS specifications.
- 9.7. **Upgrades.** The PWaaS control center platform and Required Equipment is subject to upgrades, updates, bug fixes, error corrections, enhancements, and other modifications, including material modifications ("Upgrades"), at any time, at the sole discretion of Logicalis or the Third Party Software manufacturer. Logicalis will notify Customer of any material change to or discontinuance of the PWaaS. Customer must accept all Upgrades and agrees to immediately implement any such upgrades upon written notice within the timeframe prescribed by Logicalis in the notice. Customer understands that Upgrades may be incompatible with previous Upgrades and could include substantial changes to Customer's network, system, and operating procedure. It is Customer's responsibility to implement and ensure all Upgrades are timely made unless Logicalis explicitly agrees to assume such responsibility in a SOW. The PWaaS is contingent upon Customer's Equipment being unmodified and properly maintained at the latest revision supported by the Third Party Software provider for the PWaaS.
- 9.8. **Third Party Equipment and Software.** Customer shall only use Third Party Components in combination with the PWaaS that Logicalis has determined to be a qualified Third Party Component. Notwithstanding anything to the contrary herein, if Customer uses Third Party Components in combination with the PWaaS, then Customer bears the sole responsibility to comply with the terms on which such Third Party Components are provided or licensed and Logicalis disclaims any and all liability and consequences associated with Customer's use of Third Party Components. CUSTOMER IS RESPONSIBLE FOR THE COMPATIBILITY OF THE THIRD PARTY COMPONENTS USED IN COMBINATION WITH PWAAS OR THIRD PARTY SOFTWARE OR EQUIPMENT NOT PROVIDED BY LOGICALIS AND FOR PROCURING NEW QUALIFIED THIRD PARTY COMPONENTS, FROM TIME TO TIME, AS REQUIRED BY LOGICALIS TO USE THE PWAAS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PWAAS IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR DISTRIBUTION WITH ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, NAVIGATION, COMMUNICATION, OR CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- 9.9. **SAS Provider.** Logicalis may, upon request, assist Customer with initial registration of applicable devices into the Spectrum Access System ("SAS"). In doing so, Customer hereby agrees to all terms and conditions of the SAS provider and Logicalis disclaims any and all liability arising as a consequence of Customer's failure to adhere to such terms and conditions.

CONSULTING SERVICES RELATED TO SPECTRUM PROCUREMENT

The following terms apply if the SOW explicitly requires Logicalis to assist the Customer with obtaining or administering Customer's Spectrum:

- 9.10. **General Authorized Access.** To enable Customer's receipt of such Spectrum connectivity, Logicalis will ensure the relevant equipment provided by Logicalis under the SOW and the PWaaS comply with FCC rules and policies regarding GAA Spectrum use, including assisting Customer in completing the initial registration with the relevant Spectrum Access System ("SAS") administrator; providing the SAS with all information required by the FCC's rules, including operator identification, device identification, and geo-location information. If Customer is unable to procure a PAL license for Spectrum, any radio connectivity will initially be provided to Customer by designating Customer as a General Authorized Access ("GAA") user as this term is defined by the FCC.
- 9.11. **PAL License.** If the Customer determines that it desires more certainty about the availability and reliability of its Spectrum than offered by GAA spectrum, Logicalis will, if retained to perform certain spectrum consulting services as stated in the SOW, provide reasonable assistance to Customer by providing consulting and conduit services that endeavor to facilitate a lease agreement between Customer and a PAL authorization holder covering Spectrum for the Location, and in such cases, may provide administrative services such as acting as a payment conduit to receive Customer's lease payments and on Customer's behalf remit such payments to the PAL licensor with whom Customer entered into a lease.
- 9.11.1. For avoidance of doubt, in implementing any arrangement pursuant to this Section, as between the Parties, Customer shall be the sole holder of the Spectrum lease.
- 9.11.2. If Spectrum is being leased to Customer from a PAL authorization holder, Customer agrees that it cannot dispute any Spectrum consulting services charge from Logicalis related to the Spectrum and must at all times pay the fee for the Spectrum consulting services for the Spectrum if it seeks to avoid an interruption of service or access to the Spectrum. Customer shall look exclusively to the PAL authorization holder with whom it contracted under the lease for any and all claims arising out of or related to the Spectrum.
- 9.12. **Regulatory Status.** The Parties acknowledge and agree that the integration services as part of the Private Wireless Solution performed by Logicalis that enable the PWaaS do not constitute the provision of a telecommunications service as this term is defined under the Communications Act and instead entails the construction, testing and maintenance of the radio apparatus and associated equipment by Logicalis. Customer is the sole holder of any GAA authorizations or Spectrum leases and is considered the exclusive operator and controlling party of the radio apparatus, any telecommunication lines, the transmitting equipment used to provide Spectrum connectivity, and any associated transmission facilities required to connect the Customer's equipment to its network and to the network of any Third Party Software provider. Customer is solely responsible for compliance with any applicable regulations associated with (i) the use of Spectrum and cellular networks, and the transmission of data on those networks, in connection with its use of PWaaS, as well as the collection, processing, transmission, or storage of data belonging to or associated Customer in connection with Customer's use of the PWaaS.

10. AUDITS

- 10.1. **Audits.** Customer shall permit Logicalis, its representatives, auditors, any third party Logicalis identifies, and regulatory bodies having jurisdiction, to inspect, review, and copy all records and documentation relating to the applicable SOW, the functioning of the Customer's private wireless network, and concerning Customer's receipt and use of the Private Wireless Solution, including all books, statements, records and accounts whether in copy or electronic form or otherwise. Logicalis will not conduct these audits more than once in any 12 month period unless otherwise requested by a regulatory body having jurisdiction or such audit indicates inaccurate accounting, material non-compliance, or over-usage. Logicalis will use reasonable efforts to ensure that audits conducted pursuant to this Section do not interfere with the daily activities of Customer.

- 10.2. **Verification.** Upon request, Customer grants Logicalis and any third party Logicalis identifies the right to audit Customer to monitor and verify compliance with these PWaaS Terms and the use of the PWaaS, including Customer's use of the Third Party Software, to verify amounts due on a monthly basis. Customer will assist and make information available to Logicalis to facilitate verification of the number of SIMs and radios Customer has installed, deployed, or activated. If at any time Logicalis reasonably believes there has been inaccurate accounting or over-usage (e.g, Customer has 30 SIMs activated in the PWaaS control center platform but the bundle only includes 25 SIMs), Customer shall pay Logicalis for any past or present amount owed or usage not reported and/or paid within 30 days of such findings.
- 10.3. **Audit Costs.** The cost of any audit conducted in accordance with these PWaaS Terms will be borne by Logicalis unless such audit reveals a discrepancy, material non-compliance, or unreported over-usage of at least 10% with respect to the period examined, in which case, the costs of the audit will be borne by Customer.

11. MISCELLANEOUS

- 11.1. **Compliance with Laws.** Logicalis will undertake its duties under the Agreement and these PWaaS Terms in accordance with all applicable laws to its general customer base (i.e., without regard to Customer's particular use of the PWaaS Service or laws specific to Customer and its industry not otherwise applicable to Logicalis). Customer shall comply with all applicable laws, including full compliance with all applicable regulatory requirements, regulations, and policies related to Customer's use of the PWaaS, and in particular, the requirements of the FCC.
- 11.2. **Confidentiality.** The terms of the applicable SOW for the Private Wireless Solution shall be deemed Confidential Information and be governed in accordance with the confidentiality terms in the Agreement.
- 11.3. **Assignment.** Customer may not assign any rights or delegate any obligations under these PWaaS Terms without the prior written consent of Logicalis. Any purported assignment by Customer without Logicalis' prior written consent is null and void.
- 11.4. **Governing Law.** The validity, construction, and interpretation of these PWaaS Terms, and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. Any legal action or proceeding arising under these Terms of Sale will be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.