

MOBILITY SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These Mobility Services Additional Terms and Conditions of Service (these “Mobility Terms of Service”) state important requirements regarding the use by Customer and any of its end users invitees, licensees, customers, agents or contractors of Mobility Services offered by Granite and/or its affiliates through contracts with its Provider(s). These Mobility Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE MOBILITY TERMS OF SERVICE, CUSTOMER MAY NOT USE MOBILITY SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH MOBILITY SERVICES IMMEDIATELY. These Mobility Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Mobility Services:

1. Services.

1.1 Description of Services.

(a) “Mobility Services” consist of: (i) mobile/cellular (voice, data and/or text) (“Mobility Voice Services”) and/or (ii) mobile/cellular data services (“Mobility Data Services”), including, machine to machine data services (“M2M Services”).

(b) Mobility Services plans (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change, with or without notice, provided, Granite will use reasonable efforts to provide at least thirty (30) days advance written notice to Customer of such changes if any modifications are adverse to a Customer. Customer may change to a different available Mobility Service plan at any time provided Customer pays any applicable Early Termination Fees and/or other cancellation or change charges. The change will most likely be made within twenty-four (24) business hours of the Provider’s receipt of the request from Granite and will most likely become effective on the first (1st) day of the following month’s billing cycle provided, that, for Mobility Voice plan changes: (i) the changes may occur during a month’s billing cycle in which instance billing will be prorated accordingly, (ii) any and all accrued overage charges shall be applied and billed up to the date that the plan change is made, and (iii) plan changes and activations shall only occur on Business Days.

(c) Certain Mobility Service plans may allow for pooling (meaning that the minutes of usage, text and/or data allowances in a specific Mobility Service plan can be shared between two (2) or more Devices owned by Customer.) With Granite’s prior written approval, which may be given or withheld at its sole discretion, Customer may pool within the same Mobility Service plan, with the same Provider or across Mobility Service plans or across Providers.

(d) For international calling, Customer must specifically order such services from Granite and applicable rates and charges will apply. International calling is not available unless specifically ordered by Customer for the specific Device and Mobility Service plan.

1.2 Devices.

(a) Mobility Services utilize Devices purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to Devices provided by Granite, Customer shall (i) use such Device for Mobility Services provided by Granite and Customer is not authorized to use the Device for any other purpose; (ii) comply with all documentation and manufacturer’s instructions for such Device; and (iii) take reasonable measures to protect and care for the Device. Customer is responsible for all loss, damage or destruction to Devices.

(b) Unless covered by warranty, otherwise provided for in these Mobility Terms of Service or Customer otherwise engages Granite to provide specific additional services, Customer shall be solely and

exclusively responsible for all Device maintenance, configuration, management and/or support and Granite will have no obligation to maintain or repair Devices.

(c) For Devices provided by Granite to Customer and for which Granite has waived or discounted all or a portion of the cost of such Devices, upon early termination or expiration of the specific Mobility Services or the Agreement, if requested by Granite Customer shall return such Devices to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such Devices.

(d) If a Customer's Device becomes inoperable, e.g., "breaks," Customer shall be responsible for the remaining balance of the Device, if the cost was amortized by Granite, and for replacing the Device to fulfill the remainder of the applicable Service Term. If Customer opts to not fulfill the remainder of the Service Term, applicable Early Termination Fees shall apply.

1.3 Prohibited and Permissible Uses.

(a) The absolute capacity of a Provider(s) network is limited, therefore Mobility Services are only provided for circumscribed purposes.

(b) Customer agrees that Mobility Services may be used only for the following permitted purposes: (i) voice communications; (ii) texting; (iii) web browsing; (iv) e-mail; (v) intranet access, including access to corporate intranets, email, and/or individual productivity applications such as customer relationship management, sales force, and field service automation; (vi) uploading and downloading applications and content to and from the Internet; and (vii) using applications and content without excessively contributing to network congestion.

(c) Mobility Services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (i) conflicts with applicable law or regulation; (ii) hinders other customers' access to the network; (iii) compromises network security or capacity; (iv) excessively and disproportionately contributes to network congestion; (v) adversely impacts network service levels or legitimate data flows; (vi) degrades network performance; (vii) causes harm to the network or other customers; (viii) is resold by Customer either alone or as part of any other good or service; (ix) tethers a wireless device to a computing device (such as a computer, smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and Customer's Mobility Service plan is not designed for this purpose; (x) there is a Mobility Services plan required for a particular use and Customer have not subscribed to that plan; (xi) is used for remote monitoring to provide medical and/or life-sustaining care for any individual; or (xii) is used to monitor third parties without their permission including prisoner or parolee monitoring.

Mobility Services may not be used in any manner that (1) defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of Granite's or its Provider(s)' network or systems, or another entity's network or systems; (2) accesses, or attempts to access without authority, the accounts of others; (3) adversely affects the ability of other people or systems to use either Mobility Services or other parties' Internet-based resources (for example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk e-mail (or activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail); (4) has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance; (5) uses high bandwidth applications, services and content that is not optimized to work with Mobility Services and, therefore disproportionately and excessively contribute to network congestion (this includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet Mobility Services optimization requirements); and/or (6) any other reason which Granite determines, in its sole and absolute discretion, has an adverse effect.

(d) If Customer or an End User fails to comply with the restrictions on use of Mobility Services, Granite reserves the right to (i) deny, disconnect, suspend, modify and/or terminate Mobility Services, without notice, to Customer if Granite believes Customer is using Mobility Services in any manner prohibited or

whose usage adversely impacts Granite's and/or its Provider(s) network or service levels or hinders access to Granite's and/or its Provider(s)' network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and/or (ii) otherwise protect Granite's and/or its Provider(s)' network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. Customer may not use Mobility Services other than as intended by Granite, in accordance with the terms and conditions of its Providers and/or in accordance with applicable laws and regulations. Granite may, but is not required to, monitor Customer's compliance, or the compliance of its End Users, with Granite's terms, conditions, or policies. Customer shall be assessed applicable Early Termination Fees or applicable cancellation fees or charges as a result of any termination by Granite pursuant to this Section.

(e) Customer shall not use or assist others to use Mobility Services or any Device for any unlawful, unauthorized, abusive or fraudulent purpose or a violation of Granite's AUP. Mobility Services may be restricted or cancelled if there is a reasonable suspicion of unlawful, unauthorized, abusive or fraudulent use or a violation of Granite's AUP. Granite will use reasonable efforts to provide Customer prompt notice of any such restriction or termination. Customer must make good faith efforts to minimize abuse or fraudulent use, to promptly report to Granite any such abuse or fraudulent use of which they become aware, and to cooperate in any investigation or prosecution initiated by Granite. Customer must also use its best efforts to disable any Devices, or otherwise block access to Mobility Service to any End User suspected of abuse or fraudulent use. Abuse and fraudulent use of Mobility Services or any Device includes, but is not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another wireless customer; (ii) tampering with or making an unauthorized connection to the network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide Mobility Service; (iv) subscription fraud; (v) using Mobility Services in such a manner so as to interfere unreasonably with the use of Mobility Services by one or more other wireless customers or End Users or to interfere unreasonably with Granite or its Provider's ability to provide Mobility Service; (vi) using Mobility Services to convey obscene, salacious, or unlawful information; (vii) using Mobility Services without permission on a stolen or lost Device; (viii) unauthorized access to Mobility Services; (ix) using Mobility Services to provide voice over IP services (excluding uses authorized by Granite such as "find me follow me" and other mobile applications or uses); (x) extensive use of Mobility Services outside of the service area in such a manner as to unreasonably increase Granite's or its Provider's costs; (xi) reverse engineering and / or decompiling Mobility Services and / or Devices; and, (x) transmission of messages in violation of these Mobility Terms of Service.

In the event a Device is lost or stolen, Customer must immediately suspend or cancel Mobility Services to the affected Device and SIM by contacting Granite. Except as otherwise provided by law, Customer is responsible for all charges incurred until they report the theft or loss to Granite, and Customer remains responsible for complying with all other obligations under these Mobility Terms of Service including, but not limited to, paying any applicable monthly service charge while use of the Device is suspended. Granite may cancel such Mobility Services if Granite believes such Mobility Services are being used in an unlawful, abusive or fraudulent manner. Prior such cancellation, Granite will attempt to give Customer notice of its intent to cancel. In the event Customer instructs Granite to retain such Mobility, Customer will be responsible for paying all charges, whether authorized, unauthorized, or fraudulent, associated with such number, including but not limited to charges incurred by any clone or duplication of that number.

(f) Any CPE, Devices and Mobility Services provided for use with VoIP Services may only be used to provide VoIP Services.

1.4 **Security.** Granite does not guarantee security of any Mobility Services. If Customer uses a Device to access Customer email and/or information, it is Customer's responsibility to ensure its use complies with its internal policies and security procedures. Customer is solely responsible for maintaining adequate security and control of any and all Devices, login IDs, passwords, and/or any other codes that Customer or its End User creates or that Granite or its Provider(s) issues to Customer for the purpose of giving it access to any activation, enrollment, configuration, and support services. Granite and its Provider(s) are entitled to rely on information it receives from anyone using those login IDs, passwords and other codes and may assume that all such information was submitted by a Customer or on its behalf. Mobility Services and Customer's and End User's use of Mobility Services can be affected by eavesdroppers, hackers, denial of service attacks, viruses, and/or interceptors. Granite and its Provider(s) do not promise or guarantee the privacy or security of communications using Mobility Services.

1.5 Provisioning. Customer shall provide Granite with the following information for each individual end user that is registered to use Mobility Services: (a) name; (b) business address; (c) telephone number; (d) email address; and (e) device(s). Customer must promptly notify Granite of any updates to this information. For Mobility Services converted to Granite from other carriers, Customer may be responsible for applicable early termination fees or other charges upon conversion.

1.6 Intellectual Property. Customer and its End Users must respect the intellectual property rights of Granite, its Provider(s), third-party content providers and any other owner of intellectual property. Except for material in the public domain, all material displayed in association with the Mobility Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

1.7 NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service). Certain of Granite's Provider(s) have chosen to offer wireless emergency alerts within portions of their respective service area on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts. Wireless emergency alerts may not be available on all devices or in the all service areas, or if a subscriber is outside of the Provider's service area. In areas in which the emergency alerts are transmitted, such alerts may not be received by an End User of the Mobility Service even though the End User has a device capable of receiving them. This notice is required by FCC Rule 47 C.F.R. § 10.250 (Commercial Mobile Alert Service). In transmitting emergency alerts pursuant to Federal law, the designated Provider, including its officers, directors, employees, vendors, and agents, shall not be liable to any subscriber to, or user of, the designated Provider's wireless service or equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

1.8 Definitions. The following definitions apply to Mobility Services:

"Device" means equipment used by a Customer or an End User to originate or receive wireless transmissions on a Provider's network, including, but not limited to, any machine to machine communications unit, wireless telephone, wireless modem, SIM, other equipment and any accessories.

"End User" means Customer's employees, agents, representatives, invitees, contractors and/or third parties obtaining access to, benefiting from, or using Customer's Mobility Service.

1.9 Additional Terms and Conditions.

(a) Customer acknowledges that Granite provides Mobility Services using a Provider(s) network, therefore Customer agrees that Customer, End Users and Mobility Services shall be subject to additional terms and conditions as set forth by such Provider(s), including, without limitation, acceptable use policies.

(b) The following apply to Mobility Voice Services: (i) voice-capable Devices must subscribe to a Mobility Voice Services plan and an activation fee shall apply for each Device; (ii) Customer may purchase a Mobility Voice Services plan that includes Mobility Data Services as well; (iii) the primary line shall be responsible for, i.e., bear any and all liability for, the monthly plan and the primary Device access charge (Customer is responsible for providing Granite information on which line/device shall be the primary line/device); and (iv) each Device sharing a plan, if applicable, shall pay its own Device access charge.

(c) The following apply to "Mobile Share Plans" (meaning plans that allow the sharing of plan allowances (i.e., voice, data and/or text limits) among Devices: (i) Customer sharing may be permitted across Mobile Share Plans; (ii) Mobile Share Plans may include: (A) the ability to share data across multiple Devices; (B) unlimited talk for voice-capable Devices; and (C) unused plan data from the current bill period may roll-over for use and expire after one (1) billing period; (iii) additional monthly charges applying for each and every Device on the plan; (iv) Customer shall only be permitted to have Mobile Share Plans in groups of up to ten (10) Devices; (v)

Customer cannot “mix and match” shared and non-shared plans or pooling and non-pooling plans; (vi) are only available in the domestic United States (meaning 50 states and Puerto Rico); and (vii) Customer is responsible to know its coverage area.

(d) The following shall apply to “Loaner Devices” (meaning Devices that Granite may, in its sole and absolute discretion including, but not limited to, the period of time that Granite shall provide such Loaner Devices, provide to Customer on a temporary basis):

(i) Generally. (A) Granite may provide a Loaner Device(s) to Customer on a Mobility Voice Services plan to allow a Customer temporary voice access (if/as applicable, Customer shall be responsible for forwarding its calls to the Loaner Device(s)); (B) Customer will be responsible at minimum for one (1) month of monthly recurring charges associated with the Mobility Voice Services plan (i.e., the Mobility Voice Services plan will not be prorated) and Customer will also be responsible for all accrued overages/fees roaming fees and, if used for data, for all related charges; (C) if Customer needs a Device for more than one (1) months’ time (meaning, one (1) billing month plus one (1) day or greater), any such further time shall be permitted in Granite’s sole discretion and the Customer will be responsible for the second (2nd) month’s monthly recurring charges (such charges will not be prorated); (D) sharing or pooling of access plans for Loaner Device shall not be permitted, regardless of whether a Customer has multiple Devices with Mobile Share Plans; (E) Loaner Devices shall be either new Devices or, in Granite’s sole discretion, previously used and / or refurbished Devices in good condition and working order; (F) Customer will be charged the full retail price for all Loaner Devices that are damaged and/or not returned to Granite within five (5) Business Days after the end of the loan period; (G) if, subject to Granite’s approval, the Customer chooses to keep the phone, then Customer will be charged the full retail price of the Device; and (H) all data or other usage is excluded and if used Customer will be subject to standard overage rates.

(ii) Phones. In supplement and subject to Section 1.9(d)(i) above, phones that are provided as Loaner Devices on an emergency basis to temporarily substitute for Customer’s primary voice access (i.e., the primary voice access being unavailable due to an emergency like a natural disaster) (A) shall be basic “flip phones” (not smartphones); and, (B) shall be used for voice access services only, use of data services shall be strictly prohibited.

(iii) Hosted Voice. In supplement and subject to Section 1.9(d)(i) above, Loaner Devices used to provide Hosted Voice Services (A) shall be returned to Granite within ten (10) days of the expiration of the Service Term; (B) Service Terms shall not exceed ninety (90) days’; and (C) shall be used for voice access services, use of data services shall be strictly prohibited.

2. Rates and Charges.

2.1 Rate Charges.

(a) Rates and Charges for Mobility Services are as set forth in the Service Order Documents or as otherwise communicated to Customer at the time of ordering such Mobility Services and may vary depending on Mobility Service type, features, equipment and other costs required to deliver the Mobility Service to Customer. For Mobility Services with a monthly allowance, once Customer exceeds Customer’s monthly allowance for a Device or the specific Mobility Services plan, Customer will be automatically charged for overages as specified in the applicable Mobility Services plan. All allowances, including overages, must be used in the billing period in which the allowance is provided. Unused allowances will not roll over to subsequent billing periods. Usage charges, if any, will be charged as specified in Customer’s Mobility Services plan rates. **MOBILITY SERVICES WILL BE RATED BASED ON ACTUAL USAGE ROUNDED UP TO THE NEAREST WHOLE BILLING INCREMENT.** Data sent and received includes, but is not limited to downloads, email, overhead and/or software update checks. Granite shall provide Customer with notice of overages.

(b) Granite has the right to impose additional charges if Customer usage exceeds its specific plan allowances, features are added, etc.

3. Service Term; Early Termination Fees.

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Mobility Terms of Service

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3.1 Service Term.

(a) Mobility Services are month to month unless Customer orders amortized Device(s) from Granite as set forth in Section 3.1(b).

(b) For Mobility Services where the Customer orders amortized Devices from Granite, an initial minimum Service Term shall apply that matches or exceeds the length of the Devices' amortization period. In the event Customer orders amortized Devices from Granite, Customer shall elect an initial minimum Service Term of twelve (12) months, twenty-four (24) months, or thirty-six (36) months for the specific Mobility Service plan utilizing the amortized Device. If Customer does not elect an initial minimum Service Term, it shall default to a twelve (12) month term. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement. In the event Customer terminates a specific Mobility Service after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term, Customer shall be charged an Early Termination Fee as set forth in Section 3.2.

3.2 Early Termination Fees. If any specific Mobility Services as described in Section 3.1(b) or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the remaining portion of any amortized Devices charges, plus (b) actual expenses incurred by Granite to activate or terminate Mobility Services, plus (c) \$199.00. Specific to Mobility Voice Services, notwithstanding anything to the contrary: (i) if Customer terminates before the end of a month, the Customer shall be assessed that month's total monthly recurring charges for usage, and (ii) terminations shall only take effect on Business Days.

4. Service Level Agreements.

4.1 General. Mobility Services are a "best effort" service therefore Granite and its Provider(s) cannot guarantee speeds, network availability or other service levels in most cases. "Best effort" delivery describes a service and does not provide any guarantees that data is delivered or that an end user is given a guaranteed quality of service level or a certain priority. With a best effort service all end users obtain best effort service, meaning that they obtain unspecified service levels, depending on the current traffic load. Granite does not guarantee availability of Mobility Services. Mobility Services may be subject to certain equipment and compatibility/limitations, including, without limitation, memory, storage, network availability, coverage, accessibility and/or data conversion limitations. Actual speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building use and capacity constraints.

4.2 M2M Services. With respect solely to M2M Services, in the event of a total M2M Services outage within a service area that is not caused by a Customer or any of its end users, invitees, licensees, customers, agents or contractors and such total outage lasts for a period of twenty four (24) consecutive hours or more, a credit allowance will be made at Customer's request in the form of a pro rata adjustment of the fixed monthly recurring charges billed by Granite to Customer with respect to the affected Devices. For each full 24 consecutive-hour period of total outage, the pro rata adjustment made shall be equal to 1/30th of the fixed monthly recurring charges billed by Granite to Customer with respect to the affected Devices. Periods of discontinuous outage may not be accumulated in determining if an outage has continued for at least twenty four (24) hours. In order to receive such credit, Customer must submit a written request to Granite for an outage credit, stating the date and location of the outage, the Devices affected, and such other information as Granite may reasonably require. Such notice must be received by Granite within thirty (30) days following the last date of the period of outage. Granite offers no other remedies for service outages.

4.3 Service Credits. Notwithstanding anything to the contrary stated herein or in other documents, including, but not limited to, the General Terms of Service, any service credits awarded to Customer for Mobility

Services shall be limited to service credits received by Granite from underlying Provider(s), if any. Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure of network availability of Mobility Services is as stated in this Section 4. All service credits, if any, will be determined on a Provider by Provider basis. Service credit amounts, if any, that Customer receives for Mobility Services shall in no event exceed the service credit amounts Granite's receives from its Provider(s).

5. Additional Terms and Conditions of Service.

5.1 If Mobility Services and / or Devices are utilized to provide VoIP services, Granite's VoIP Services Additional Terms and Conditions of Service shall apply.

Dated and effective as of May 2, 2018