

**DATA AGGREGATION SERVICES  
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Data Aggregation Services Additional Terms and Conditions of Service (these “Data Aggregation Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of Data Aggregation Services offered by Granite and/or its affiliates through contracts with its Provider(s). These Data Aggregation 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 DATA AGGREGATION TERMS OF SERVICE, CUSTOMER MAY NOT USE DATA AGGREGATION SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH DATA AGGREGATION SERVICES IMMEDIATELY. These Data Aggregation Terms of Service are in addition to the General Terms of Service.

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

**1. Services.**

1.1 Description of Services. “Data Aggregation Services” shall mean, and consist of, aggregation technology, which provides the ability to improve Internet connectivity and application performance.

1.2 Equipment. Data Aggregation Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and/or provided by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Data Aggregation Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Provisioning. Granite is not responsible for Internet connectivity if Customer chooses to provide its own Internet connections from a third party provider. Granite will not provide any service level agreements, warranties or guaranties including, without limitation, for the voice quality, and Data Aggregation Services shall be considered a “best efforts solution” (meaning no service level agreements, warranties or guaranties apply to such Data Aggregation Services).

**2. Rates and Charges.** Rates and Charges for Data Aggregation Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Data Aggregation Services and may vary depending on Data Aggregation Service type, features, equipment and other costs required to deliver the Data Aggregation Service to Customer.

**3. Service Term.** The initial minimum Service Term of all Data Aggregation Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Data Aggregation Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. 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.

**4. Early Termination Fees.** If any specific Data Aggregation Services 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 monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific Data Aggregation Services (including the remaining portion of any amortized CPE charges), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not

limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other customer incentives provide by Granite to Customer, plus (d) actual expenses incurred by Granite to activate or terminate Data Aggregation Services.

## **5. Additional Terms and Conditions Applicable to Data Aggregation Services.**

### **5.1 Commercial Non-Feasibility or Default; Network Harm.**

(a) Granite shall have the right, which it may exercise at its sole discretion and without any liability, to disable, suspend or terminate all or any portion of the Data Aggregation Services in the following circumstances: (i) in the event Granite determines that the Data Aggregation Services are no longer commercially feasible, provided that Granite shall provide ninety (90) days written notice to Customer prior to such termination and/or (ii) in the event of a “Customer Default”, which shall occur if: (A) Customer denies Granite, its underlying Provider(s) or their respective subcontractors reasonable access to Customer’s network or equipment over which the Data Aggregation Services are being delivered, including access to Customer premises, to examine, maintain and/or effect corrective actions deemed necessary by Granite to fulfill Granite’s obligations, (B) Customer uses the Services for any unlawful purpose or in any unlawful manner, or violates the Data Aggregation AUP (as defined below in Section 6.2(a)) and/or (C) Customer makes use of Proprietary Material (as defined below in Section 6.3(c)), in a manner which violates the terms of that Section.

(b) If a Customer Default under Section 4.2(a)(ii)(B) (violation of Data Aggregation AUP) has a material adverse effect on the Data Aggregation Services’ network or on the network of a supplier of Granite or its underlying Provider(s), Granite shall have the right, at its sole discretion and without any liability, to immediately suspend or terminate any or all Data Aggregation Services being provided to Customer, without notice.

### **5.2 Data Aggregation Acceptable Use Policy (“Data Aggregation AUP”).**

(a) Customer agrees to use the Data Aggregation Services in accordance, and in compliance, with all applicable laws, regulations, and rules, and to obtain all approvals, consents and authorizations necessary to conduct business and initiate or conduct any transmissions over any facilities covered by this Service Schedule E. In addition, Customer agrees to use the Data Aggregation Services in accordance with the guidelines, manuals, instructions and list of acceptable uses provided by Granite, which may be updated from time to time. Conduct that violates this policy includes, but is not limited to, the activities in the following list, when such violations involve or use or are handled by Granite’s or its underlying Provider(s)’ network or servers: (i) use of automatic dialing-announcing devices (“ADADs”) or automatic dialing devices, which are strictly prohibited; initiating or propagating electronic chain letters; and outbound telemarketing, spam, or mass marketing via e-mail that violates good marketing industry practice as set out in any law, regulation, or recognized industry association guidelines in force anywhere in North America, (ii) use of the Data Aggregation Services in such a way that would violate Granite’s contracts with its underlying Provider(s), (iii) giving access to an account, through sharing of passwords or otherwise, to any person other than the assigned user or pre-authorized group users for that account, (iv) using the network to gain unauthorized access to any computer system or to purposely install a virus or any other unauthorized program on any computer system, (v) unauthorized attempts to circumvent data protection schemes or uncover security loopholes, this includes running programs that are designed to identify security loopholes or decrypt intentionally secure data, (vi) knowingly or recklessly performing an act that will interfere with the normal operation of Granite’s or its underlying Provider(s)’ computers, peripherals, or network, (vii) deliberately wasting or overloading Granite’s or its underlying Provider(s)’ network or server resources, or those of any other system via Granite or its underlying Provider(s), (viii) inappropriate or unsolicited mass mailings or talk requests such as multiple mailings to newsgroups, mailing lists or individuals, (ix) inappropriate posting of commercial or inflammatory material to newsgroups not intended or inappropriate for such postings, (x) forging communications to make them appear to originate from another person and/or (xi) attempting to monitor or tamper with another user’s electronic communications, or reading, copying, changing or deleting another user’s files or software without the express agreement of the other user.

(b) Granite will attempt to resolve minor infractions of the Data Aggregation AUP informally. However, depending on Granite’s assessment of the severity and likely consequences of a violation of

any part of the Data Aggregation AUP, Granite may, at its sole discretion and without any liability: (i) notify Customer with a warning; (ii) without notice, disable, suspend or terminate one or more of the Data Aggregation Services being provided to Customer; and/or (iii) notify and cooperate with the appropriate governmental authorities.

### 5.3 Other Rights and Obligations relating to the Use of the Data Aggregation Services.

(a) Any software incorporated into or provided for use in, or with, any Data Aggregation Services or equipment (whether initially, as part of maintenance or support, or otherwise) is not sold, but rather provided under license only, solely for Customer's internal use in or with the Data Aggregation Services, strictly in accordance with documentation and any other use restrictions, that are applicable for the Data Aggregation Services and such equipment. Such license is non-exclusive, non-sub-licensable, subject to the terms and conditions of this Service Schedule and the Agreement, and does not include the right to (and Customer will not, directly or indirectly) modify, reverse engineer (except to the extent applicable statutory law expressly prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of such software (except as specifically authorized in documentation provided by Granite for purposes of installation, support or maintenance with respect to the Data Aggregation Services).

(b) Granite represents and warrants that any hardware provided by Granite to Customer for use in, or with, any Data Aggregation Services has been fully licensed by Granite, and that neither the hardware nor Customer's use of the hardware as contemplated by this Service Schedule E will infringe or violate any rights of any person or entity, nor shall Customer be required to pay or incur any sums to any person or entity as a result of use of the hardware, except as herein provided.

(c) Granite shall, as between Granite and Customer, retain title to all hardware and other equipment used in connection with providing the Data Aggregation Services. Upon expiration or termination of the Data Aggregation Services for any reason, Customer shall surrender any and all Granite equipment, software and associated property in respect of the Data Aggregation Services to Granite in the same condition as installed, with the exception of ordinary wear and tear. Customer shall be liable to Granite for the cost of repair or replacement of equipment, software and associated property lost, stolen or damaged while in the care of Customer

(d) "Proprietary Material" is information or material (i) compiled by, obtained by, or furnished to either party by the other regarding the disclosing party, any of its parent, subsidiary or affiliated companies, employees or businesses, and that is not available to the public without disclosure by a party, nor becomes available to either Party on a non-confidential basis from a source which is entitled to disclose it or (ii) that is proprietary property or content, including any copyrights, trademarks, service marks, patents or other intellectual property. Each party agrees that: (1) all Proprietary Material shall remain the sole and exclusive property of the providing party, and no license or other interest in it is hereby granted except as expressly provided herein, and (2) unless compelled by public authorities exercising proper legal authority, it will not, directly or indirectly, during or after an initial minimum service term or any renewal term, disclose in any manner, or use or permit others to use, any Proprietary Material.

(e) All services hereunder are provided on an "as is" basis. Customer's or its users' use thereof is at such parties' own decision and risk. Granite and its underlying Provider(s) do not make, and hereby disclaim, any and all other express and implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and any warranties arising from a course of dealing, usage, or trade practice. Granite and its underlying Provider(s) make no warranty that any service will be without failure, delay, interruption, error, degradation or loss of data.

(f) Granite and its underlying Provider(s) shall not be liable for any special, indirect, incidental, or consequential damages including, without limitation, lost income or lost revenue (whether or not such damages were foreseen at the time the Data Aggregation Services were contracted for). This limitation applies to claims founded in breach of contract, breach of warranty, product liability, tort (including both active and passive negligence of Granite and its underlying Provider(s)), or any other theory of liability. The liability of Granite for direct damages including, without limitation, injuries to persons or property, arising out of its performance hereunder, including mistakes, interruptions, delays, or defects in transmission during the provision of the Data Aggregation Services, shall not exceed an amount equivalent to the proportionate charge to Customer for the period

of time during which such mistake, interruption, delay or defect in transmission adversely affects the Data Aggregation Services. Granite shall not be liable for any defacement of or damage to Customer's premises or the equipment of Customer or others resulting from Granite's or its underlying Provider(s) or their respective subcontractors furnishing of any Data Aggregation Services on such premises or by the installation or removal of any equipment included in the Data Aggregation Services, unless such defacement or damage is the result of negligence of Granite's agents or employees. Customer hereby holds Granite, its underlying Provider(s) and their respective agents and employees harmless from, and agrees to be responsible for, all losses, damages and liabilities resulting from unauthorized use of the Data Aggregation Services and any content transmitted using the Data Aggregation Services.

(g) Customer acknowledges that all data and voice network infrastructure, LAN, and IP voice equipment located at Customer's premises, including but not limited to routers, switches, firewalls, cable plant, analog converters, analog telephone adapters, modems, fax machines, music on hold devices, IVR devices, CTI devices, IP phones, IP softphones, servers, and personal computers ("Customer Network") is the responsibility of Customer. Granite shall provide Customer with Customer Network IP voice minimum system, compatibility and LAN configuration documentation outlining IP voice best practices. Granite is not responsible for ongoing support and maintenance of Customer Network. Customer must notify Granite in writing, a minimum of thirty (30) days in advance, of a change to Customer's Network in order to allow Granite adequate time to analyze, test and assess the impact of the changes on the performance of the Data Aggregation Services in Customer's network. Where Granite determines that lack of such notice has resulted in degradation or failure of the Data Aggregation Services, Granite may bill Customer for support time incurred by Granite staff to rectify such degradation or failure of the Data Aggregation Services at the then standard hourly rate charged by Granite for professional services.

(h) Customer shall defend and indemnify Granite and its underlying Provider(s) and their respective officers, directors, agents and employees from and against all third-party claims, liabilities, damages, settlements, attorney's fees and expenses resulting from (i) Customer's use of the Data Aggregation Services; (ii) any content transmitted using the Data Aggregation Services and (iii) any breach by Customer of its representations, warranties and undertakings hereunder.

Dated and effective as of May 8, 2018