

**PRODUCT-SPECIFIC TERMS & CONDITIONS****Addova® SDWAN Service Terms and Conditions Schedule**

In addition to the general terms and conditions contained in the service agreement (the "Agreement") between Addova and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Software Defined WAN ("SD-WAN") Services provided to Customer by Addova. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Delivery.** Delivery dates for equipment provided as part of the SD-WAN Service (hereinafter, the "Equipment") are estimates only and are not of the essence.
2. **Use of the SD-WAN Services and Equipment.** Customer may install any Equipment solely for the purposes of accessing and using the SD-WAN Service during the Term of the Agreement. Any equipment owned and installed by Addova as part of the SD-WAN Services remains the property of Addova. Customer may not sell, lease, abandon or give away the Equipment or permit any third-party. Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate contracted-for. Further, Customer agrees not to use the Equipment with any unsupported hardware or software or use the SD-WAN Service other than as prescribed by this Agreement and any supporting documentation or for any unlawful purpose.
3. **Wireless Overages.** Addova will provide pooled wireless capacity to customers that select cellular wireless service as a secondary access method. Customer will be charged for usage in excess of such pooled capacity at the rates described in Customer's proposal. Such overages will be billed in arrears and may be charged up to twelve (12) months after the overage occurs.
4. **No Life Support.** The SD-WAN Service is not designed, intended, authorized or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury. Any such use or inclusion by Customer is solely at Customer's own risk, and Customer shall indemnify Addova and hold Addova harmless from all resulting or related costs, loss, liability, and expenses (including without limitation court and reasonable attorneys' fees).
5. **Use of Customer Data.** Customer acknowledges that Addova has engaged third party vendor(s) to supply components of the SD-WAN Service. Customer agrees that solely for the purposes of rendering the SD-WAN Service, such third party vendor(s) may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in this use of the SD-WAN Service.
6. **No Proprietary Rights.** Except as explicitly set forth elsewhere in the Agreement, Customer does not acquire any rights in or license to any component of the SD-WAN Service or any intellectual property rights thereto. In addition to the restrictions set out in Section 8 (**Addova-Provided Software**) of the Agreement, Customer shall not, and shall not encourage any third party to, remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Addova or its third party vendor(s) providing components of the SD-WAN Service affixed or contained on or within any Equipment.
7. **Changes.** Customer acknowledges that Addova or its third-party vendor may change the SD-WAN Service and/or Equipment, either by physical replacement or by remote changes to any software or firmware provided as part of the SD-WAN Service, at any time. Addova and its third-party vendors will use commercially reasonable efforts to ensure such changes do not detrimentally impact the SD-WAN Service.
8. **Broadband Access.** If Customer contracts with Addova to provide broadband service, then prior to installation of the SD-WAN Services or at any time during the Term Addova shall have the option to provide alternate network access for the SD-WAN Services to Customer without further agreement or amendment to the Agreement if the originally contracted-for access is not readily available so long as (a) Addova provides the next speed tier down of access bandwidth available and the minimum available access bandwidth remains greater than or equal to 10Mbps/5Mbps for each and any individual broadband service location, (b) the MRCs for the individual broadband services do not increase by greater than twenty percent (20%) for each and any broadband service location, and (c) the actual value of any incremental construction costs does not exceed \$3,000.00 for each and any broadband service location. If the special construction cost is less than \$3,000.00 for each and any broadband service location, then the incremental construction costs for network builds (not including end user or site requirements) shall be included on Customer's monthly invoice in accordance with the terms of the Agreement, and shall be paid out as an amortized amount throughout the length of the Term, pursuant to the length of the Term and the following table:

TERM	PAYBACK FACTOR
1-year	Construction Cost / 11
2-year	Construction Cost / 21
3-year	Construction Cost / 30
4-year	Construction Cost / 35
5-year	Construction Cost / 45

If any individual broadband service location realizes (i) the actual value of incremental construction costs exceeding \$3,000.00, (ii) the estimated bandwidth available being less than or equal to 10Mbps/5Mbps, and (iii) the MRCs for the broadband services increasing by greater than twenty percent (20%) for each and any broadband service location, then the Parties shall work together in good faith to achieve an amicable solution other than the proposed solution identified in the Agreement quote or proposal for any such individual broadband service location. If no amicable solution can be reached within a reasonable timeframe for each and any individual broadband service location at issue, Customer shall have the option upon written notice to Addova to terminate the applicable broadband service order elements for that location without liability for any Cancellation Charges or Liquidated Damages for that location. Any alternate network access for the broadband services provided in relation to those outlined in the Agreement quote or proposal shall be of equal or greater quality than the initial solution provided in the Agreement quote or proposal.

9. **Limited Warranty–VeloCloud Equipment.** Addova will provide Equipment and possible service from a third-party vendor as part of SD-WAN service. The following limited warranty shall apply to such Velocloud equipment only:

ADDOVA WARRANTS THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP (THE "EXCLUSIVE WARRANTY") FOR A PERIOD OF ONE (1) YEAR FROM THE EARLIER OF: (A) THE DATE OF DELIVERY OF THE EQUIPMENT TO CUSTOMER, OR (B) THREE (3) MONTHS AFTER DELIVERY OF THE EQUIPMENT TO ADDOVA BY VELOCLOUD. WITH RESPECT TO THE EQUIPMENT, THE EXCLUSIVE WARRANTY SHALL APPLY ONLY TO THE EXTENT IT HAS BEEN INSTALLED, USED AND MAINTAINED IN THE CONDITIONS SPECIFIED IN THE AGREEMENT AND SUPPORTING DOCUMENTATION, IN ABSENCE THEREOF, AT LEAST IN CONDITIONS CONSISTENT WITH GENERALLY ACCEPTED PRACTICES FOR THIS TYPE OF PRODUCT; AND NOT BEEN SUBJECT TO ANY UNAUTHORIZED MODIFICATION OR REPAIR OR ATTEMPTS THERETO; AND NOT BEEN CONNECTED TO OR USED IN COMBINATION WITH OTHER INCOMPATIBLE EQUIPMENT OR SYSTEMS. IF ANY EQUIPMENT FAILS TO MEET THE EXCLUSIVE WARRANTY, THEN UPON CUSTOMER'S WRITTEN REQUEST TO ADDOVA, ADDOVA SHALL, AT ADDOVA'S SOLE OPTION AND EXPENSE, PROMPTLY EITHER REPAIR OR REPLACE THE EQUIPMENT IN QUESTION. THE REMEDIES SPECIFIED IN THIS SECTION SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ADDOVA'S SOLE AND EXCLUSIVE LIABILITY FOR EQUIPMENT AND ADDOVA'S BREACH OF THE EXCLUSIVE WARRANTY HEREUNDER.

ASIDE FROM THIS LIMITED WARRANTY FOR VELOCLOUD EQUIPMENT, ADDOVA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WHICH MAY BE IMPLIED OR OTHERWISE CREATED BY OPERATION OF LAW INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION, AND MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.