



Service Description

5G as a Service

The terms and conditions set forth in this Service Description are applicable to 5G as a Service purchased through PDI Technologies, Inc. ("PDI"), or any PDI affiliate, and incorporated by reference into the Agreement between Customer and PDI (or its affiliate). Additional terms and conditions of your order (e.g., the specific services, contract term, fees, etc.) will be specified in the Customer's Agreement and Order Form.

1. Definitions

- 1.1. 5G: A network technology that facilitates communications over areas comprised of cells and transceivers, also referred to as base stations or cell sites.
- 1.2. Data Usage: A measurement of the total amount of data used within a given billing cycle.
- 1.3. Overage: The amount of data used within an agreed upon period or billing cycle that exceeds the agreed upon terms.

2. Service Overview

- 2.1. 5G as a Service is a fully managed primary internet solution that standardizes, streamlines, and consolidates the network so that customers can streamline the deployment and support for distributed networks. The service is managed by the PDI award-winning 24/7 Network Operations Center with decades of experience with primary internet and years of experience with primary wireless.
- 2.2. PDI's 5G Internet product is intended to be the primary business internet source for the merchant location ("Location(s)") specified in Customer's Service Order.
- 2.3. 5G as a Service is limited to business applications and does not support public Wi-Fi. All data sent or received using the cellular connection, including any network overhead associated with content sent or received, will be considered usage. Pooled data plans will be aggregated/totaled across all locations at the amount defined in Customer's Service Order. If data usage exceeds the provisioned amount, PDI shall bill Customer for any charges resulting in excessive usage. PDI may or may not provide immediate notice of overages.

3. Service Components

- 3.1. 5G service included. At times LTE or Broadband services may be included or substituted based on Location or Customer requirements.
- 3.2. Fully managed and monitored by PDI's 24/7 Network Operations Center.
- 3.3. Plug-and-play hardware ("Hardware") with available installation support.
- 3.4. Hardware is fully covered under warranty for the duration of the Service.

4. Service Restrictions

4.1. General

5G as a Service products are intended for business use only. No personal usage or guest services are included unless expressly allowed below or as provided in Customer's Service Order. PDI reserves the right, at its sole discretion, to assess if the product is being used as intended. PDI reserves the right to terminate the Service if the Customer or Location violates these terms of usage.

4.2. "Enterprise 5G as a Service"

Enterprise 5G as a Service supports primary connectivity for Point-of-sale, card processing and related applications as well as services required for Customer's business. Enterprise 5G as a Service supports streaming media or social media but only for these business-critical functions. PDI reserves the right, at its sole discretion, to assess if the product is being used as intended and to terminate the Service if the Customer or Location violates these terms of usage

4.3. "Business 5G as a Service" Specific Restrictions:

Business 5G as a Service similarly supports primary connectivity for Point-of-sale, card processing and related applications but with additional restrictions. Business 5G as a Service does not allow and blocks streaming media (video or audio) or social media. Any attempt to circumvent this restriction constitutes a breach of Customer's Agreement. PDI reserves the right, at its sole discretion, to assess if the product is

being used as intended and to terminate the Service if the Customer or Location violates these terms of usage.

5. **Hardware**

5.1. Warranty

PDI warrants for the term of the Agreement that the Hardware will be free from defects in design, material and workmanship, conform to and perform in accordance with the documentation related to such Hardware, if any, and function properly during the term of the Agreement. Customer's sole and exclusive remedy and PDI's sole and exclusive liability for any breach of this warranty is replacement of the defective Hardware.

5.2. Maintenance and Return Policy

Maintenance for current Hardware and software products consists of (i) repair, replacement or advanced exchange of the Hardware, and (ii) related content updates, fixes and enhancements for the pre-installed software. Customer agrees to provide PDI with reasonable and safe access to any Hardware purchased from PDI as necessary for PDI to perform these services.

If PDI concludes that the PDI Hardware has failed and is not restorable, PDI will use commercially reasonable efforts to ship a replacement unit to Customer by the end of the next business day and provide hardware self-installation support for the replacement hardware via the Helpdesk. Customer's license to use software on the defective Hardware unit terminates at such time.

Customer must return the defective unit or components within two business days of receipt of the replacement unit or components. PDI will provide a pre-paid return shipping label for replacement or return shipments. Return must include all power supplies, antennas, and other components along with the original product box in the original shipping carton and packaging material. If this is not possible, use another shipping carton with padding to protect the units from damage during shipping. DO NOT ship a product without a carton. Customers will be charged for product that is damaged due to insufficient packaging or missing components.

Customer shall be liable for all charges and replacement costs attributable to the theft of any PDI or third-party owned equipment, or attributable to the loss of damage of such equipment due to intentional or negligent wrongdoing on the part of Customer or its employees.

5.3. Substitutes

Whenever a material or piece of equipment or hardware is identified in an order, agreement or product description by reference to manufactures' tradename or model number, or the like, it is so identified for the purpose of establishing a standard, and PDI reserves the right at all times to substitute similar equipment where interchangeability does not materially affect function.

5.4. Spare Hardware

A Customer may elect to have spare hardware on hand as replacement or in case of immediate need. In the event spare hardware is used, Customer will work with PDI support to swap Hardware and provision replacement Hardware. Upon termination of the Agreement, Customer will be responsible for shipping spare Hardware.

5.5. Scheduled Maintenance

PDI may schedule maintenance outages for PDI owned equipment/services which are being utilized to perform the services with 24-hours' notice to designated Customer contacts.

5.6. End of Life Hardware

PDI shall cease support for Hardware on either the manufacturer's announced date for end of signature support, end of maintenance releases, or end of life, whichever comes first.

6. **Support**

6.1. Support Hours

PDI's security operations center is staffed from 24x7x365. Customers can contact the support team via email, telephone, or web portals to initiate troubleshooting and support.

6.2. Authorized Users

Only authorized users provided by the Customer will have access to support services.

6.3. Change Requests

Only authorized users can request changes to the service such as changes in the alarming or event criteria.

6.4. Contacting Support

When contacting PDI for assistance, you will need to have the following information available so that we

may efficiently assist you with your inquiry.

- Business Name: The name of the location you are calling in reference to.
- Serial Number: The number found on the bottom of the appliance.

7. Customer Obligations

- 7.1. Customer either (i) owns and operates each Location(s) or (ii) has authority to offer PDI's 5G as a Service at each Location. Customer is responsible for ensuring compliance with this Agreement for itself and each Location and is liable for such Locations' non-compliance, except to the extent a Location enters into an agreement directly with PDI for 5G as a Service.
- 7.2. Customer shall use 5G as a Service only for lawful purposes. Customer is solely responsible for the content of communications transmitted by Customer using 5G as a Service.
- 7.3. Customer, on behalf of itself and its Locations, shall ensure (i) proper operating environments (ii) proper operation of 5G as a Service; (iii) compliance with all Payment Card Industry Data Security Standards ("PCI DSS") as applicable and/or any other applicable industry standard, as may be amended from time to time; and (iv) compliance with all applicable federal and state laws. In addition, Customer shall be solely responsible for obtaining and maintaining all hardware, software, and services necessary for Customer-owned equipment.
- 7.4. Customer shall ensure that all Customer-owned equipment that connects to 5G as a Service will perform according to published technical specifications for such equipment and PDI's interface specifications. Customer shall be responsible for the use and compatibility of equipment or software not provided by PDI. This Agreement does not include the provision, maintenance, or repair by PDI of Customer-owned equipment or software, including, but not limited to, terminals, computer, and other Customer third-party equipment.

8. Additional Service Terms and Conditions

- 8.1. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that the Customer is not a third-party beneficiary of any agreement between PDI and the underlying wireless service provider. In addition, Customer acknowledges and agrees that the underlying wireless service provider and its affiliates and contractors shall have no legal, equitable or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor.
- 8.2. PDI reserves the right to modify the terms of this Service Description from time to time effective upon advance notice or upon posting of the revised terms online, provided that such changes do not have a material adverse impact on the performance of the Service. Any such changes shall be effective upon the effective date provided in the applicable notice, or if no effective date is provided, then upon five (5) days following the date of such notice or for a change to an online term five (5) days following posting of the revised online terms.