



Service Description

Wi-Fi as a Service

The terms and conditions set forth in this Service Description are applicable to the Managed Wi-Fi Services purchased through PDI Technologies, Inc. ("PDI"), or any PDI affiliate, and incorporated by reference into the Agreement between PDI and Customer. Additional terms and conditions of your purchase (e.g., the specific services, contract term, fees, etc.) will be specified in your Agreement and Service Order.

1. **Definitions**

- 1.1. Access Point (AP): AP refers to a category of network hardware that allows a Wi-Fi device to connect to a wired network. The Managed Wi-Fi AP connects to a Managed UTM security appliance.
- 1.2. Cardholder Data Environment (CDE): A computer system or networked group of devices that processes, stores, and/or transmit cardholder data or sensitive payment authentication data. A CDE also includes any component that directly connects to or supports this network.
- 1.3. Service Set Identifier (SSID): SSID is the name associated with a wireless local area network (WLAN). Customer devices use this name to identify and join wireless networks.
- 1.4. Wi-Fi: Wi-Fi is a wireless networking protocol that allows devices to communicate without ethernet cords to a local area network (LAN).

2. **Service Overview**

- 2.1. PDI's Wi-Fi as a Service enables Customers using PDI Managed Firewall services with Wi-Fi access for payments, back office, and guest devices in a secure manner. Wi-Fi as a Service in conjunction with PDI's Managed Firewall offers Customers the ability to have multiple SSID's on one or more AP's and securely isolate each SSID to maintain network security.
- 2.2. PDI's 24x7x365 ongoing monitoring and management of the Wi-Fi as a Service is reinforced with proactive, bi-annual audits of the configurations. Wi-Fi as a Service includes up to 5 SSID's and service Components
- 2.3. Fully managed and monitored by PDI's 24/7 Network Operations Center
- 2.4. Plug-and-play hardware with available installation support.
- 2.5. Hardware is fully covered under warranty provided below as long as you have active service.

3. **Services.**

3.1. Access Control Rules

PDI will develop access control rules that meet business needs while limiting or blocking all unauthorized or unneeded network traffic.

3.2. Bandwidth Limiting

PDI provides the ability to limit throughput by SSID to prevent Wi-Fi networks from over utilizing available site connectivity.

3.3. Network Segmentation

PDI Segments all CDE SSIDs and will work with the Customer to properly configure all other SSIDs to meet the needs of the business.

3.4. Service Restrictions

Wi-Fi as a Service may not be sold as a standalone product.

4. **Hardware**

4.1. Warranty

PDI warrants for the term of the Agreement that the hardware provided hereunder 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.

4.2. 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 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 products that are 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.

4.3. Substitutes

Whenever a material or piece of equipment 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 to substitute similar equipment where interchangeability does not materially affect function.

4.4. 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, the Customer will work with PDI support to swap equipment and provision replacement equipment. Upon termination of the agreement, the Customer will be responsible for shipping spare hardware.

4.5. Scheduled Maintenance

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

4.6. 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.

5. **Support**

5.1. 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.

5.2. Authorized Users

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

5.3. Change Requests

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

5.4. 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.

6. Customer Obligations

- 6.1. Customer either (i) owns and operates each merchant location ("Location(s)") or (ii) has authority to offer PDI Wi-Fi 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 Wi-Fi as a Service.
- 6.2. Customer shall use Wi-Fi as a Service only for lawful purposes. Customer is solely responsible for the content of communications transmitted by Customer using Wi-Fi as a Service.
- 6.3. Customer, on behalf of itself and its Locations, shall ensure (i) proper operating environments (ii) proper operation of Wi-Fi as a Service; (iii) compliance with all Payment Card Industry Data Security Standards ("PCI DSS") 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.
- 6.4. Customer shall ensure that all Customer-owned equipment that connects to Wi-Fi 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.

7. Additional Service Terms and Conditions

- 7.1. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES that it has no contractual relationship whatsoever with the underlying hardware provider or its affiliates or contractors and that the Customer is not a third-party beneficiary of any agreement between PDI and the underlying hardware provider. In addition, Customer acknowledges and agrees that the underlying hardware and 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.
- 7.2. 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.