



Service Description

PDI 5G as a Service Enterprise – Telecom Pool 1

The terms and conditions set forth in this Service Description are applicable to the PDI 5G as a Service Enterprise – Telecom Pool 1 service purchased through PDI Technologies, Inc. (“PDI”), or any PDI subsidiary, and incorporated by reference into the Agreement between Customer and PDI (or its subsidiary). 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 fifth-generation technology standard for broadband cellular networks that facilitates communications over areas comprised of geographic sub-areas called cells. Each cell has local antennae, through which all wireless devices in the cell are connected to the internet and telephone network via radio waves, also referred to as base stations or cell sites.
- 1.2. “Provider”: A provider of wireless communications services that owns or controls all the elements necessary to sell and deliver services to an end user.
- 1.3. “Data Usage”: A measurement of the total amount of data sent and received from a wireless endpoint within a given billing cycle.
- 1.4. “PDI 5G as a Service Enterprise– Telecom Pool 1 Order” means specifically an Order for PDI 5G as a Service Enterprise – Telecom Pool 1 which may be invoiced in advance for the entire term of the Order or monthly in advance throughout the Order Term, as more specifically set forth in the Order and Agreement as amended and pursuant to the additional terms and conditions set forth herein.

2. **Service Overview**

- 2.1. PDI 5G as a Service Enterprise– Telecom Pool 1 is a fully managed primary 5G internet solution that standardizes, streamlines, and consolidates the deployment and support for Customer distributed networks.
- 2.2. 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.
- 2.3. PDI’s 5G Internet product is intended to be the primary business internet source for the Customer location (“Location(s)”) specified in Customer’s Service Order.
- 2.4. PDI’s 5G as a Service Enterprise– Telecom Pool 1 is a PDI provided wireless data plan provisioned for use in a PDI managed cellular adapter.
- 2.5. The service includes a single wireless data plan per provisioned service and includes unlimited Data Usage.

3. **Service Components**

- 3.1. 5G provisioned wireless data plan – and 5G capable cellular adapter. 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**

Provider service area, network availability, coverage and quality may vary based on several factors, including your selected service, provider network capacity, terrain and weather. Outages and interruptions in Provider network may occur, and speed of service varies. Within coverage areas and with 5G-capable devices, Provider network changes, Provider traffic volume, Provider outages, technical limitations, signal strength, obstructions, weather, public safety needs, and other conditions may impact speeds and service availability.

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 5G as a Service Enterprise– Telecom Pool 1 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 PDI 5G as a Service Enterprise– Telecom Pool 1.

- 7.2. Customer shall use PDI 5G as a Service Enterprise– Telecom Pool 1 only for lawful purposes. Customer is solely responsible for the content of communications transmitted by Customer using PDI 5G as a Service Enterprise– Telecom Pool 1.
- 7.3. Customer, on behalf of itself and its Locations, shall ensure (i) proper operating environments (ii) proper operation of PDI 5G as a Service Enterprise– Telecom Pool 1; (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 PDI 5G as a Service Enterprise– Telecom Pool 1 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.
- 7.5. Customer shall work with PDI Security support center to confirm the installation of cellular adapter is installed at a Location with optimal cellular signal strength.

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.