



Service Description

PDI 5G as a Service – Telecom Pool 2

The terms and conditions set forth in this Service Description are applicable to the PDI 5G as a Service – Telecom Pool 2 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 Customer’s order (e.g., the specific services, contract term, fees, etc.) will be specified in the Master Customer Agreement between the Parties and in Customer’s 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. “PDI 5G as a Service – Telecom Pool 2 Order” means specifically an Order for PDI 5G as a Service – Telecom Pool 2 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.
- 1.3. “Wireless Service Provider”: is a provider of wireless communications services that sells wireless connectivity to a customer.

2. Service Overview

- 2.1. PDI 5G as a Service – Telecom Pool 2 is a fully managed service which includes a PDI 5G/LTE cellular adapter, used in conjunction with a Customer provided wireless data plan, to provide primary internet at Customer’s retail location (“Location”). The service standardizes, streamlines, and consolidates the deployment and support for Customer distributed networks.
- 2.2. Plug-and-play hardware (“Hardware”) with available installation support provided for the term of the Customer’s Order.
- 2.3. The service is managed and monitored by the PDI award-winning 24/7 Network Operations Center with decades of experience with primary internet and years of experience with primary wireless.

3. Service Requirement

- 3.1. PDI 5G as a Service – Telecom Pool 2 is intended for business use only.
- 3.2. PDI 5G as a Service – Telecom Pool 2 requires a Customer provided wireless data plan from a Wireless Service Provider approved by PDI.

4. Hardware

4.1. 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.

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 acknowledges that Customer shall be responsible to ensure for each Location reasonable and safe access to any Hardware 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's Location by the end of the next business day if requested by Customer and will provide hardware self-installation support for the replacement hardware via the Helpdesk. License to use software on the defective Hardware unit terminates at such time. Additional charges may apply for next business day shipping.

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. Customer 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.

4.3. 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.

4.4. 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 Customer.

4.5. 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.

1.1. Authorized Users

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

1.2. Change Requests

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

1.3. Contacting Support

When contacting PDI for assistance, a customer 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 customer is calling in reference to.
- Serial Number: The number found on the bottom of the appliance.

6. Customer's Obligations

- 6.1. Customer either (i) owns and operates each Location(s) or (ii) has authority to offer PDI 5G as a Service – Telecom Pool 2 at each Location. Customer is responsible for ensuring compliance with this Agreement for itself and its Location(s) and is liable for such Locations' non-compliance.

- 6.2. Customer acknowledges that any content that Customer may transmit using 5G as a Service is not provided by PDI and PDI does not exercise and disclaims any control with respect to such content. Customer is solely responsible for the content of communications transmitted using 5G as a Service. PDI 5G as a Service – Telecom Pool 2 shall only be used by Customer for lawful purposes.
- 6.3. Customer is responsible for provisioning of a wireless data plan from a Wireless Service Provider approved by PDI and for all data usage fees incurred from the Wireless Service Provider.
- 6.4. Customer, on behalf of itself and its Locations, shall ensure (i) proper operating environments (ii) proper operation of PDI 5G as a Service – Telecom Pool 2; and (iii) 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.
- 6.5. Customer acknowledge that it is responsible to ensure that all Customer-owned equipment that connects to PDI Hardware 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 or Customer provided equipment or software, including, but not limited to, terminals, computer, and other third-party equipment.
- 6.6. Customer acknowledges and agrees that PDI does not guarantee coverage under Customer's wireless data plan which may be subject to change without notice and PDI does not guarantee performance and/or speed of Customer's data. PDI makes no representation or warranties with respect to Customer's wireless data plan. Customer further acknowledges and agrees that PDI shall have no legal, equitable or other liability of any kind to Customer for any claims or demands arising from Customer's agreement with its Wireless Service Provider and Customer hereby waives any and all claims or demands therefor.