

Last updated on November 16, 2023

The terms and conditions set forth in this Service Description are applicable to the Firewall as a Service IoT purchased through PDI Technologies, Inc. or any PDI subsidiary (collectively "PDI") and are incorporated, by reference, into the Agreement between PDI and Customer. Additional information regarding the services, contract term, fees, etc. will be specified in your Agreement and Order Form. Capitalized terms used but not defined in this Service Description have the meanings given to them elsewhere in your Agreement.

1. **Definitions**

- 1.1. **Enterprise Router (EP)**: A stateful inspection, zone-based network appliance that keeps track of and monitors the state of active network connections while analyzing incoming traffic and looking for potential traffic and data risks.
- 1.2. **LTE/5G**: A network technology that facilitates communications over areas comprised of cells and transceivers, also referred to as base stations or cell sites.

2. **Service Overview**

- 2.1. Firewall as a Service IoT is a comprehensive managed network solution to protect Customer networks. The service includes an EP and LTE/5G backup service configured with multiple security layers to protect Customer networks.
- 2.2. Fully managed and monitored by PDI's 24/7 Network Operations Center.
- 2.3. Plug-and-play hardware ("Hardware") with 24x7x365 remote support.
- 2.4. Hardware is fully covered under warranty as provided below for the duration of the Service.

3. **Services**

3.1. **Network Segmentation**

PDI applies network segmentation, using clearly defined sub networking and accepted best practices for isolating and securing critical networks, to and from other local and public networks.

3.2. **Access Control Rules**

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

3.3. **Cellular Backup Service***

Cellular Backup Service uses LTE/5G to provide a seamless secondary cellular internet connection should the primary internet connection become unavailable. This Cellular Backup Service includes:

- Carrier cellular service plan, activation fees, and SIM
- 500 Megabytes (MB) of data usage per location
- Data overage is billed at the overage rates provided in Customer's Security Solutions Order.
- Location connectivity for Point of Sale, payment, and loyalty traffic.
- Any other use of this service is strictly prohibited.
- Any use of this service except as intended may result in penalties including temporary suspension of cellular service and overage fees.
- Coverage and service available throughout North America

3.4. **Health and Functionality**

PDI utilizes automated alert systems in the event of changes in overall network health. These alerts include "online/ offline" primary connection alerts, automated failover, and failback to secondary connections alert notifications.

3.5. **Software Licensing**

Includes pre-installed software with each Hardware unit and includes a limited, nontransferable, royalty-free,

and nonexclusive license for Customer's use of such software during the term of the Agreement.

**Services available for North America Only*

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 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 ship a replacement unit to Customer and will provide Hardware self-installation support for the replacement Hardware via PDI Security Solutions Support team. Customer is responsible for all shipping costs for the replacement Hardware. Shipping charges are calculated based on the shipping option that Customer's chooses, such costs to be invoiced at UPS published rates with an additional processing fee. If Customer opts for Next Day Air, PDI will use commercially reasonable efforts to ship replacement Hardware via Next Day Air. Customer's license to use software on the defective Hardware unit terminates upon shipment of replacement Hardware.

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.

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. Spare Hardware

A Customer may elect to have spare Hardware on hand as replacement or in case of immediate need for an additional charge. 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 back to PDI.

4.5. 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.

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 Solutions 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, configuration, or

event criteria.

5.4. Contacting Support

When contacting PDI for assistance, you will need to have the following information available:

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

6. Customer Obligations

- 6.1. Customer either (i) owns and operates each Location or (ii) has authority to offer PDI Firewall as a Service IoT 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 the Firewall as a Service.
- 6.2. Customer shall use the Firewall as a Service IoT only for lawful purposes. Customer is solely responsible for the content of communications transmitted by Customer using the Firewall as a Service.
- 6.3. Customer, on behalf of itself and its Customer Locations, shall ensure (i) proper operating environments (ii) proper operation of the Firewall as a Service; (iii) compliance with 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 the Firewall as a Service IoT 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, computers, and other Customer third party equipment.
- 6.5. Customer grants PDI the right to electronically access the Firewall as a Service IoT Equipment to provide, maintain and monitor the Firewall as a Services.

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. 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.
- 7.3. 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.