

Attachment H to Spectrum Enterprise Commercial Terms of Service

Managed Network Edge Service ("<u>MNE</u>"), Enterprise Network Edge Service ("<u>ENE</u>"), Managed WiFi Service, Secure Access with Cisco Duo ("<u>Cisco Duo</u>"), Cloud Security with Cisco+ Secure Connect ("<u>Cisco+ Secure Connect</u>"), Managed Router Service ("<u>MRS</u>"), and Managed Security Service ("<u>MSS</u>") (collectively, "<u>Managed Services</u>," and each individually, a "<u>Managed Service</u>")

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment ("CPE") through which Customer can receive the purchased Managed Service(s) at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

Customer's use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software, firmware or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a "Technical Configuration Questionnaire" to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum's Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. MANAGED NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the MNE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer and End Users are responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations and End User locations (as applicable) in order for Customer and its End Users to utilize the MNE Service. If Internet connectivity or power at a Service Location, End User location, or for CPE suffers degradation or is unavailable for any reason, then the MNE Service at such location, or with respect to such CPE, may be degraded or inoperable. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY MNE SERVICE, OR PART THEREOF, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CAMERA RECORDING, STORAGE OR ARCHIVING FUNCTIONS, EVEN IF THE FOREGOING IS RELATED TO A SECURITY OR SAFETY RELATED EVENT.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed MNE organization ("MNE Organization"). In the event Customer adds additional devices to such MNE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the MNE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an MNE Service managed within the MNE Organization shall not apply until the devices are removed from the MNE Organization by Customer or Spectrum.

(a) <u>Managed Network Edge</u>. MNE Service provides routing, VPN capabilities, security features, and unified threat management at Customer's Service Locations. Enhanced functionality and licensing options may be available upon request.

- (b) Managed Network Edge WiFi. MNE WiFi Service provides Customer with wireless networking connectivity at Customer's Service Locations. Spectrum will provide Customer with wireless access plan with MNE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibility to purchase additional MNE WiFi Service to augment coverage as may be needed.
- (c) <u>Managed Network Edge Switch</u>. MNE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.
- (d) <u>Managed Network Edge Camera</u>. MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations. Upon request, Spectrum will coordinate with Customer to help identify camera placement locations and coverage areas (based on square footage), consistent with quantity of devices ordered. Actual camera coverage may vary from design and is limited based on various factors, including, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional Camera Services to augment coverage as may be needed.
- (e) <u>Managed Network Edge Camera Cloud Storage</u>. MNE Camera Cloud Storage Service provides camera cloud archiving to individual cameras as an add-on service to the MNE Camera Service (a separate cloud storage license is required for each camera). The Camera Cloud Storage Service is offered in several different storage periods.
- (f) Managed Network Edge Teleworker. MNE Teleworker Service provides Customer with router and VPN capabilities for remote work locations (e.g., home or small office). MNE Teleworker Service devices will be shipped to the Customer's designated contact who will be responsible for forwarding the devices to End Users. Customer shall also be responsible for retrieving MNE Teleworker Service devices from End Users upon termination of the MNE Teleworker Service. Installation of the MNE Teleworker Service devices will be performed on a self-install basis. Individual End Users shall contact Customer for support regarding the MNE Teleworker Service, and not contact Spectrum directly. Notwithstanding anything in the Terms of Service to the contrary, the MNE Teleworker Service Initial Order Term and Billing Start Date will begin upon delivery of the MNE Teleworker Service equipment to Customer, as indicated by Spectrum's designated courier. Customer must purchase MNE Service from Spectrum in order to purchase MNE Teleworker Service.
- (g) <u>Managed Network Edge Virtual Edge (vMX)</u>. MNE Virtual Edge (vMX) Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Google Cloud Platform, or Microsoft Azure. Customer must establish its own account with Amazon, Google or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Edge software. Customer must purchase MNE Service from Spectrum in order to purchase MNE Virtual Edge (vMX) Service.
- (h) Managed Network Edge AnyConnect. MNE AnyConnect Service consists of a VPN server configured on Customer's MNE edge device and accessed by AnyConnect Plus VPN client software installed on Customer's End Users' device. When using AnyConnect products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable AnyConnect terms, including the following: (i) Cisco End User License Agreement for AnyConnect Secure Mobility Client available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/DOC-1.pdf, and (ii) Supplemental End User License Agreement available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/anyconnect-SEULA-v4x.pdf. Notwithstanding anything in the Terms of Service to the contrary, the MNE AnyConnect Service Initial Order Term and Billing Start Date will begin upon the date that Spectrum provides AnyConnect license information to Customer. Customer must purchase MNE Service from Spectrum in order to purchase MNE AnyConnect Service.
- (i) <u>Managed Network Edge Sensors</u>. MNE Sensors provide insights into Customer's workspace. The sensors provide Customer with near real-time visibility and the ability to avoid disruptions by setting alerts and notifications to Customer to changes in conditions in their environments via a portal. Examples of MNE Sensor types include: Temperature and Humidity. Open/Close, Water Detection, Temperature Probe, Air Quality, Smart Button.
- (j) <u>Managed Network Edge for Hospitality</u>. MNE for Hospitality Service provides the Customer with a WiFi network solution with wireless access points ("<u>WAPs</u>") deployed at the Service Location to enable designated users of the Customer's choice to wirelessly access the Internet.

MNE Hospitality Service or certain features (guest support, property management system (PMS) integration, site management portal, and conference manager), may not be available in all service areas and may change from time to time.

2. ENTERPRISE NETWORK EDGE SERVICE. This section applies only if the Customer purchases one or more of the ENE Services below. Spectrum shall provide Customer with one or more CPE, as applicable, providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth herein and in the applicable Service Order. Customer is responsible for Internet connectivity and the provision of power (including any back-up power) at all Service Locations in order for Customer to utilize the ENE Service. If Internet connectivity or power at a Service Location, or if CPE suffers degradation or is unavailable for any reason, then the ENE Service at such location may be degraded or inoperable.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF ANY ENE SERVICE, OR PART THEREOF, FOR ANY REASON.

Customer may not add devices obtained from third parties to the Spectrum/Customer co-managed ENE organization ("ENE Organization"). In the event Customer adds additional devices to such ENE Organization, then: (i) Spectrum has the option, but not the obligation, to remove the devices from the ENE Organization without notice to Customer; and (ii) any Service Level Agreements applicable to an ENE Service managed within the ENE Organization shall not apply until the devices are removed from the ENE Organization by Customer or Spectrum.

- (a) <u>Enterprise Network Edge</u>. ENE Service provides routing, VPN capabilities, and security features at Customer's Service Locations.
- (b) <u>Enterprise Network Edge Switch</u>. ENE Switch Service provides Customer with Layer 2/3 switching at Customer's Service Locations.
- (c) <u>Enterprise Network Edge Virtual Machine</u>. ENE Virtual Machine Service provides a virtualized network edge connecting Customer's network to one of the following cloud environments: Amazon Web Services, Microsoft Azure. Customer must establish its own account with Amazon or Microsoft, as applicable, and purchase a cloud instance to host the Virtual Machine software. Customer must purchase ENE Service from Spectrum in order to purchase ENE Virtual Machine Service.
- (d) Enterprise Network Edge WiFi. ENE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations. Spectrum will provide Customer with a wireless access plan with ENE WiFi to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as, but not limited to, the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional ENE WiFi Service to augment coverage as may be needed.
- 3. MANAGED WIFI SERVICE. This section applies only if Customer purchases the Managed WiFi Service.
- (a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion.
- (b) <u>Internet Access.</u> Spectrum may provide Managed WiFi Service to locations where Spectrum will not be the primary Internet access provider, provided that Customer purchases an Internet access Service from Spectrum for the sole purpose of providing Spectrum direct internet connectivity to the Managed WiFi Service equipment (e.g., switches and controllers) for the purpose of administration and monitoring.
- (c) <u>Connectivity to Local Area Networks</u>. Configuration of the Managed WiFi Service will be as agreed in the Spectrum WiFi questionnaire completed by the Parties. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. SECURE ACCESS WITH CISCO DUO.

This section applies only if the Customer purchases Cisco Duo Service. Cisco Duo Service is a subscription-based service that delivers multi-factor authentication (MFA), device trust, policy-based access, and/or single sign on, as purchased by Customer. Cisco Duo Service adds protection to applications on Customer's network, and enables a second source of validation, such as via a smartphone or token, to verify user identity before granting access. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco Duo Service. The Cisco Duo Service includes an initial allotment of telephony credits for text message charges related to the transmission of a token/passcode to the End User. Once the initial allotment of telephony credits is used, Customer is responsible for purchasing additional telephony credits.

When using Cisco Duo Service offered through Spectrum, Customer and each End User agrees to and accepts Cisco's applicable Duo Service Terms and Conditions available at: https://duo.com/legal/pass-through-terms (or the applicable successor URL).

5. CLOUD SECURITY WITH CISCO+ SECURE CONNECT.

This section applies only if the Customer purchases Cisco+ Secure Connect Service. Cisco+ Secure Connect Service is a subscription-based service designed with security features to connect End Users to various resources, including, without limitation, applications hosted in common public cloud platforms and private data centers. Customer must purchase the number of subscriptions/seats that corresponds to the number of individual End Users of the Cisco+ Secure Connect Service.

When using Cisco+ Secure Connect Service offered through Spectrum, Customer and each End User agrees to and accepts the Cisco End User License Agreement and Product Specific Terms for Cisco+ Secure Connect, both available at www.cisco.com/go/eula (or the applicable successor URL).

- 6. DESIGN, INTEGRATION AND SUPPORT SERVICES ANCILLARY TO CISCO DUO SERVICE AND/OR CISCO+ SECURE CONNECT SERVICE. If Customer purchases Cisco Duo Service and/or Cisco+ Secure Connect Service, Customer may also purchase one or more of the following ancillary services, as applicable:
- (a) Integration and Design Service.
 - i. <u>Application Integration Service</u> (Applicable only to Cisco Duo Service)

 Customers who purchase Application Integration Service will receive assistance from Spectrum with configuring a client application (e.g., GoogleDocs, Salesforce, etc.) for Cisco Duo Service multi-factor authentication. Customer will be required to complete a Questionnaire that identifies applications to be configured.
 - ii. <u>Design Service</u> (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

 Design Service helps Customer plan, design, and execute the deployment of Cisco Duo Service and/or Cisco+
 Secure Connect Service. Design Service is customized for each Customer on an individual case basis.
- (b) Support Service.
 - i. QuickStart Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)

 QuickStart Service includes 12 hours of technical support by Spectrum to assist Customer with onboarding, user profiles, change management, and security profile tuning. The 12 hours of technical support are scheduled between Customer and Spectrum, as needed, to assist with initial deployment. The 12 support hours must be used within the first 12 months following the Billing Start Date, and any unused hours expire at the end thereof.
 - ii. Advanced Support Service (Applicable to Cisco Duo Service and Cisco+ Secure Connect Service)
 Advanced Support Service includes 4 hours per month of advanced technical support by Spectrum. Customer is responsible for scheduling Advanced Support Service working sessions with Spectrum personnel to assist with technical support services, including, without limitation, service configurations, user onboarding, application testing, change management, and security profile tuning. Unused hours in one month do not roll over to the following month.
- 7. MANAGED ROUTER SERVICE. This section only applies if Customer purchases MRS.
- (a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.
- **(b)** <u>Connectivity.</u> MRS is only available when connected via Spectrum Dedicated Fiber Internet ("DFI") Service, Spectrum Business High-Speed Internet Service, or Spectrum Ethernet Services. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.
- (c) <u>Termination</u>. If Customer terminates the Spectrum Service to which Customer has connected the MRS, then Customer shall be deemed to have terminated the corresponding MRS and may be subject to Termination Charges in accordance with the Terms of Service.
- 8. MANAGED SECURITY SERVICE. This section only applies if Customer purchases MSS.

- (a) <u>Spectrum</u> will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.
- (b) <u>Standard and Advanced</u>. MSS has two service levels with different features. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection.
- (c) <u>Connectivity</u>. MSS is only available when connected via Spectrum DFI Service or Spectrum Business High-Speed Internet Service. A third-party connection can be used as a secondary connection where Spectrum is providing the primary connection.
- (d) <u>Termination</u>. If Customer terminates the Spectrum Service to which Customer has connected MSS, then Customer shall be deemed to have terminated the MSS and may be subject to Termination Charges in accordance with the Terms of Service.