

Attachment I to Spectrum Enterprise Commercial Terms of Service

Wireless Internet Service

Spectrum Wireless Internet Service. Wireless Internet Service is a fixed-location data service, not a voice service, that is implemented using 4G LTE and 5G Internet access technologies. The network used to transmit the data services that support Wireless Internet Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the “Third-Party Network”). Wireless Internet Service may not be available in all Spectrum service areas.

Customer’s use of Wireless Internet Service is subject to the following additional terms and conditions:

1. **Wireless Internet.**

(a) **Plan Terms.** Wireless Internet Service is available in multiple service plans with either unlimited data usage per month or with a Data Allowance limit per month (“Data Allowance” means the aggregate number of gigabytes (“GB”) of data that may be sent and received using the Wireless Internet Service in a single calendar month under the applicable Wireless Internet Service plan, rounded up to the nearest GB).

Under the Wireless Internet Unlimited Premium service plan, Customer will receive unlimited data usage and a maximum data rate of 100Mbps upload and download speeds.

Under the Wireless Internet Unlimited Select service plan, Customer will receive unlimited data usage and a maximum data rate of 25Mbps upload and download speeds, but when Customer’s data usage in a calendar month exceeds 25GB, then Spectrum reserves the right to revise the wireless data rate of such service plan to 2 Mbps.¹ At the start of the next calendar month, the data usage and data speed will reset.

For Wireless Internet Service ordered with a Data Allowance, the maximum data rate shall be 25Mbps upload and download speeds, and once the Data Pool (defined below) is reached in a calendar month, excess data charges will apply as stated in Section 3 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet Service plans (excluding unlimited plans), all such same service plans will have their Data Allowances pooled together so they participate within the same data pool (“Data Pool”). The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet Service plan data allowance multiplied by the number of same service plans. For example, if Customer purchases three 1GB Wireless Internet Service plans and two 5GB Wireless Internet Service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool (with a total of 3GB of pooled data) and a 5GB service plan Data Pool (with a total of 10GB of pooled data). Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all data usage of the service plans within the Data Pool collectively exceed the maximum pooled Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated in Section 3 below. Unused Data Allowance in a calendar month does not “roll over” to future calendar months. Wireless Internet Service unlimited service plans and Wireless Internet Backup Services are not eligible for participation within a Data Pool.

(c) **Wireless Internet Devices.** This section applies if the Customer orders one or more new Wireless Internet Service plans on or after June 7, 2024. Other than with respect to Wireless Internet Unlimited Premium service (for which 5G wireless devices must be used), Customer has the option to choose either a 4G or 5G wireless device for use with the selected Wireless Internet Service plan. An MRC will apply for each wireless device, separate from the MRC for the Wireless Internet Service.

¹ For Customers who purchased a Wireless Internet Unlimited service plan from Spectrum on or before July 12, 2024, when Customer’s data usage in a calendar month exceeds 150 GB, then Spectrum reserves the right to revise the wireless data rate of such plan to 600 Kbps. At the start of the next calendar month, the data usage and data speed will reset.

2. Wireless Internet Backup.² Wireless Internet Backup Service is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup Service with and for the same Order Term as a new or existing Dedicated Fiber Internet (“DFI”) Service (up to a maximum of 200 Mbps DFI Service) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the DFI Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup Service at the requested Service Location; or (b) Customer is using the Wireless Internet Backup Service as a primary Internet service. Spectrum’s termination of the Wireless Internet Backup Service shall have no effect on the DFI Service, which Service Order will remain in effect.

3. Wireless Internet Service Billing and Data Usage. Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears.

If a Service Order for Wireless Internet Service sets forth a maximum Data Allowance and Customer exceeds that Data Allowance (or the applicable Data Pool) in a given calendar month, then Customer shall be subject to additional Service Charges with respect to such excess usage (“Overage Rates”). Overage Rates for Wireless Internet Service are available at <https://enterprise.spectrum.com/products/internet/wireless-internet/overage-rates.html> (or successor URL).

4. Service Quality. Spectrum selects the Third-Party Network from national network operators for each Service Location. Customer acknowledges that (i) Wireless Internet Service may be unavailable if the wireless device used in providing Wireless Internet Service is not in range of a transmission site; (ii) there are many factors that may impact availability and quality of Wireless Internet Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or as a result of, the unavailability or quality of Wireless Internet Service and/or the Third-Party Network.

5. Power Disruptions. The Wireless Internet Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer must comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators (“Third-Party Terms”) found at:

AT&T Internet of Things Wireless Communications Service Guide: <https://www.att.com/legal/terms.aup.html> (or successor URL)

Verizon ThingSpace Terms and Conditions: <https://thingspace.verizon.com/legal/terms-of-service.html> (or successor URL)

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operators’ sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

² Wireless Internet Backup Service is no longer available for purchase. However, Customers that purchased Wireless Internet Backup from Spectrum on or before July 12, 2024 may continue to receive the same Wireless Internet Backup Service and features at the same prices reflected in their applicable Service Order (“Legacy WIB Services”) until such time as Spectrum discontinues the Legacy WIB Services by written notice to such Customers. Please contact your Spectrum sales representative for further information.

(c) Customer shall not use 5G Wireless Internet Services to continuously stream video, operate web hosting systems, or place or receive voice calls other than to 611 or 911.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the Wireless Internet Service, and Customer assumes sole responsibility for use of the Wireless Internet Service and for access to and use of Spectrum Equipment used in connection with the Wireless Internet Service. If Spectrum Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the Wireless Internet Service with respect to such Spectrum Equipment in order to prevent unauthorized use of the Wireless Internet Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Spectrum Equipment, Spectrum is entitled to assume that any use of the Wireless Internet Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use Wireless Internet Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Internet Services.

8. Termination.

(a) If Customer cancels a Wireless Internet Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the Wireless Internet Service through the end of the monthly billing period during which the Wireless Internet Service was cancelled, including charges for exceeding any data usage limitations that applied to a Wireless Internet Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the Wireless Internet Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate Wireless Internet Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide Wireless Internet Service to its customers for any reason.

9. NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR 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; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.