



## Schedule B3 – Service Description Wireless Connectivity

### 1. Service Name

Wireless Connectivity

### 2. Service Term

All services under this schedule shall individually each be on a 5 year term from the date of installation. Upon each expiration, the term shall renew automatically for an additional term equal to the Service Term listed herein (each a “Renewal Service Term”) unless the Service is terminated at the end of the Service Term or at the end of any Renewal Service Term by a Party notifying the other in writing of such intention no later than ninety (90) days prior to the end of the Initial Service Term or Renewal Service Term, as the case may be. At the end of each Renewal Service Term, an additional Renewal Service Term will commence unless the Service is terminated in accordance with the foregoing. “Wireless Connection” and “Connection” is used interchangeably throughout this schedule.

### 3. Service Description

Comwave’s Wireless Connectivity service provide businesses with either 3G, 4G or LTE data connections depending on availability. Wireless Connectivity is well suited for either a primary or back-up data connections. Layering a secure VPN is seamless and provides for significant throughput. Depending on the hardware solution used, the Wireless Connections can engage quickly to allow for continuity of transactions. Customer must purchase or rent a wireless modem from Comwave

### 4. Service Specifications

For the most up to date connectivity speeds please see our website at [www.Comwave.net](http://www.Comwave.net)

Technology	Approx. Download Speed
Line of Sight	Up to 20 Meg
3G	2 Meg
HSPA	6
HSPA+ (4G)	14
LTE	20+

#### 3G/4G/LTE Plans

Plan	Monthly Fee	Activation Fee	Overage Charge
500 Meg	\$25	\$50	\$20 Gig
3GB	\$39	\$50	\$20 Gig
30GB	\$250	\$50	\$20 Gig
100GB	\$650	\$50	\$20 Gig

*\$20/month for Static IP*

#### Line of Sight Plans

Each Service Order is individually quoted based on connection speed and location

#### Optional Services

##### Monitoring

Comwave can monitor Customer’s connectivity 24x7 using Comwave Network Operations Center.

- A failure will only be identified after approximately five minutes after the Wireless Connection actually suffers a hard failure. A trouble ticket will then be automatically generated by our monitoring system. This information is available in the Comwave Customer Portal.
- If Customer has chosen to receive connection failure alerts, the system will automatically email an alert for each trouble ticket created to the email address designated by Customer. Email alerts are not sent immediately, but are delayed because most outages self-resolve within 15 minutes; during daytime alerts are sent after 15 minutes, at night-time, after 30 minutes. If the



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site recovers before the email is sent, no alert is sent. However, the Trouble Ticket will be available for review in the portal at any time thereafter.

- Comwave's technical support staff will initiate the troubleshooting process, and follow through as appropriate with any carriers until the problem is fully resolved. Tickets may also be opened by authorized Customer staff calling or emailing Comwave's technical support department.

### 5. Standard Prices and Fees

Actual Customer pricing is set forth in Schedule C – Pricing and Initial Order, and may deviate from the standard rates and service terms set forth below. Taxes are extra.

The Standard Pricing set forth here shall apply to any items not explicitly set forth in Schedule C.

#### Monthly Recurring Charges

The Monthly Recurring Charges ("MRC") shown in Schedule C for Wireless Connectivity or any Optional Services apply to each Wireless connection installed for Customer. Each Connection ordered under this agreement is independently subject to the Initial Term herein from the date of installation.

#### Hardware

All Hardware installed by Comwave including but not limited to modems, and antennas are as part of this Schedule are the property of Comwave and must be returned to Comwave in properly working order at Partner's expense upon termination of this Agreement.

#### Activation and Installation Charges

Unless specifically stipulated otherwise in Schedule C each Wireless Connection will incur a \$250 installation and \$75 activation fee. Additional charges may apply for remote locations or where an infrastructure and custom build is required and a quotation will be provided to the Customer.

### 6. Service Responsibilities

#### Comwave Shall:

- Provision a new Wireless Connection
- Inform the customer of the services ordered and relay the activation date to the Customer
- Provide 24/7/365 email and toll free technical support
- Provided Hardware installed at Customer premises is under warranty Comwave will repair and/or replace the hardware that is determined by to be defective and not the subject of Customer misuse. Comwave will use commercially reasonable efforts to send replacement Hardware via next business day delivery. Model and specifications for the Hardware are subject to change without notice. Replacement of the Hardware is at the sole discretion of Comwave. The Hardware that is replaced must be returned to Comwave. If the Hardware is not returned within 20 business days, Comwave may charge for the full cost of the Hardware. Hardware that is not under warranty shall be replaced after Customer approved quotation.

#### Customer Shall:

- Provide correct information about new service location. Information to include but is not limited to; customer's existing phone line provider, building address including suite number as displayed on the phone provider's invoice.
- Provide a secure dry location for mounting the Hardware with power available.
- Be responsible for all premise internal wiring

### 7. Installation

#### Onsite Installation

A Comwave technician will visit the Customer premises at a time agreed to by the Customer, after the Wireless Connection has been provisioned. The technician will install the Hardware pursuant to the agreed design and test connectivity. The technician is not responsible for any other configurations when onsite, such as setting up workstations, POS and other equipment or software that are not supplied by Comwave Communications. If any additional tasks are required, a custom statement of work and quote is required. Scheduling is subject to availability of technicians and does not necessarily fall within the standard 7 – 10 business day service interval.

In order to provision Onsite Installation, Comwave requires the customer to acknowledge and meet the following criteria:



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- Customer's staff must be aware a technician will be onsite and provide access to the premise
- Staff at the site must know where equipment (Hardware shipped by Comwave) is within the premise
- Comwave will request the name of the customer's onsite contact and this individual must either be present for the installation or be available by telephone
- For troubleshooting and installation purposes the technician may need access to the main telephone panel. Without immediate access to this room, the technician might not be able to complete installations and will require a subsequent visit to the customer's premise. Customer shall be responsible for ensuring that the Comwave technician is granted timely access to the premise's telephone room.

These requirements are imposed to ensure that a technician need only be dispatched one time per location. Should Customer fail to meet these obligations Comwave reserves the right to charge Customer a Return Visit Fee of \$195. If Customer requests to reschedule the installation with less than two full business days advance notice, Comwave reserves the right to charge Customer a Schedule Change Fee of \$95. Line of Sight installations are highly customized and require roof access

### 8. Wireless Signal & Uses

Wireless signal strength is a function of geography, the structure and materials of the building for the service address, and the Wireless Modem Hardware used in the implementation. Comwave utilizes the coverage maps of its wireless networks in order to assess eligibility for the Service herein. Locations that are located within a good coverage area but are unable to receive a reliable signal, will require different Hardware and potentially an external antenna at an additional cost.

VoIP and other services such as alarm monitoring over a wireless connection are provided on a best efforts basis. While it may be used, Comwave makes no claims of reliability whatsoever. In many cases, a wireless connection provided by Comwave is used for back-up purposes only and may not have adequate throughput to support all your VoIP calls. Phone system codec plays a factor in your data usage. We recommend a compressed audio codec such as G729 to minimize VoIP data consumption. Comwave uses its best efforts to recommend a data plan to the customer, however in no way will Comwave be responsible for any data usage, including but not limited to overages, fraud, hacking or any other reason or cause whatsoever.

### 9. Service Level Commitments

#### Committed Speed

Comwave commits that it will provide service at the highest speed possible. Because of the nature of wireless connections, and other factors including tower congestion, weather, etc, the Connection is provided on a best-efforts basis.

#### Mean Time to Repair "MTTR"

Comwave's target objective for service restoration following phone notification of a Wireless Connectivity outage is 48 hours.

#### Chronic Outages

Comwave commits that each Wireless Connection will continue to function without Chronic Outages after its acceptance.

If an individual Wireless Connection suffers from Chronic Outages, then Customer may cancel the individual Service without incurring the Early Termination penalty for that Service.

Chronic Outages shall be defined as five or more Service Interruptions, each lasting two hours or more, within any period of 30 consecutive calendar days. A Trouble Ticket must be opened for each Service Interruption while the interruption is occurring, and Customer must have someone present to provide reasonable assistance such as power cycling the CPE while the Comwave technicians attempt to resolve the problem. Customer must give notice of intent to cancel within 7 calendar days after the last Service Interruption. Comwave shall then have 30 calendar days to cure the problem. Comwave shall be deemed to be unable to cure the problem if there are more than two Service Interruptions of two hours or more each during the last 10 calendar days of the cure period.

#### Modifications

Comwave reserves the right to modify any of the above Service Level Commitments with 30 days written notice. These modifications may apply both to new and existing Wireless Connections ordered under this Agreement. If such modifications materially reduce the future levels of committed Service Delivery for existing Wireless Connections, then Customer may cancel these Wireless Connections. Unless Customer provides notice of intent to cancel existing Wireless Connections within 30 days after written notice was issued by Comwave, Customer is deemed to have accepted the modifications for all Wireless Connections ordered under this Agreement.