# MANAGED WIRELESS ("WiFi") - TERMS AND CONDITIONS SUPPLEMENT

## 1. TERM.

**1.1.** After expiration of the initial term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

**1.2.** Service orders submitted under this Agreement will have a Minimum Term per the Services Agreement.

## 2. DEFINITIONS.

**2.1.** Guest Internet Access - term used to identify a geographic location in which an access point is available for a computer, UMA phone or other WiFi enabled portable device to gain access to the Internet.

**2.2.** Private Wireless Access - described as providing wireless internet access to a business and its employees utilizing embedded security to protect data traffic from outside threats.

**2.3.** End Users - the individuals who connect to the Guest Internet Access or to the Private Wireless Access

## 3. SERVICES AND RATES.

**3.1.** Managed WiFi Service will be provided as specified on the attached Services Agreement.

**3.2.** Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the Managed WiFi Service.

**3.3.** Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Managed WiFi Service. Customer understands that Cincinnati Bell will not charge Customer for the Equipment at its Business during the Term of the Agreement; however, Customer acknowledges that it will be charged for the Equipment if it chooses not to return the Equipment upon termination of the Managed WiFi Service.

**3.4.** Customer grants to Cincinnati Bell the right to provide certain WiFi 802.11b/g/n/ac telecommunications equipment and service at Customer's location(s).

## 4. CINCINNATI BELL GENERAL RESPONSIBILITIES & OBLIGATIONS.

**4.1.** Cincinnati Bell will provide WiFi to a variety of customers and will customize its delivered services based on the requirements provided by each. The WiFi Services will vary based on customer engagement (See Tables 1 and 2, below), and will be itemized on the Services Agreement. Generally, Cincinnati Bell will (a) monitor and manage wireless architecture, and work with customer to resolve connectivity issues as it pertains to Internet access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the WiFi Services.

## 5. EQUIPMENT.

**5.1.** Cincinnati Bell may provide Wireless Equipment in support of the provision of Wi-Fi Service , and Cincinnati Bell grants Customer a non-exclusive, non-transferable limited license to use the WiFi 802.11b/g/n/ac equipment ("Equipment") in accordance with this Supplement. For customer owned equipment, Cincinnati Bell will take no responsibility of ownership but will offer repair services as set forth in "Repair Processes" section within this agreement.

**5.2.** Customer authorizes Cincinnati Bell to provide the Equipment and agrees that the Equipment is the sole and exclusive property of Cincinnati Bell and this Supplement does not grant Customer any rights to the Equipment except as expressly set forth herein. Customer agrees to give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at Cincinnati Bell's sole discretion. Loss, theft or physical damage to the Equipment is Customer's responsibility.

**5.3.** Upon termination of this Supplement by either party, Customer agrees to return Equipment in good condition, reasonable wear and tear excepted, to Cincinnati Bell within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, Customer will be charged an "Equipment Non-Return fee", calculated as the depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of this Supplement. If Customer requests Cincinnati Bell to remove the Equipment, Customer will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and Cincinnati Bell resources required for the removal. The Equipment Non-Return and Equipment Removal fees will appear on Customer's next Cincinnati Bell bill.

**5.4.** Optional Bluetooth Beacon. Customer may receive a Bluetooth Low-Energy Beacon (a "Beacon") for use in connection with the ConnectCincinnati mobile application. In that event, the Beacon will be listed on the Services Agreement and will be governed by these Terms and Conditions. Customer's use of the Beacon for advertising, promotion, data gathering, or the like, will be governed by the terms of the "Advertising Services - Terms and Conditions Supplement", as revised from time to time, and by the terms of each applicable "Insertion Order" submitted to Cincinnati Bell by Customer. Beacon will become personal property of Customer on the conditions that: (a) Customer authorize Cincinnati Bell to install each Beacon under the terms of this Agreement; and (b) that Customer give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service the Beacon at Cincinnati Bell's sole discretion. Loss, theft or physical damage to the Beacon is Customer's responsibility.

**5.5.** Replacement of Beacon batteries. PLEASE NOTE: Beacon batteries have anticipated lifespan of 18-24 mos. Customer assumes all risk, liability, and responsibility for replacing batteries as needed.

## 6. CONTENT FILTERING (only Managed WiFi Plus).

**6.1.** Cincinnati Bell will select Internet activities, destinations (e.g., URLs), and types of traffic (collectively "Content") that it desires to prohibit on the WiFi, and will configure Equipment to impede End User access to such Content ("Content Filtering"). Cincinnati Bell's standard content filtering settings are intended to address the most common abuses of WiFi networks (for example, bandwidth hogging and activity that would violate our Acceptable Use Policy), and are represented on the attached Exhibit A. Cincinnati Bell invites a discussion with Customer who may customize the content filtering settings for its WiFi Service by revising Exhibit A, and Cincinnati Bell will configure the Equipment at its direction. Cincinnati Bell will manage the Equipment configuration to filter Content for each Customer based on the applicable Exhibit A.

## 7. CONTENT ACCESSED VIA WiFi SERVICE.

**7.1.** Customer acknowledges that the Internet contains unedited materials, including material of an adult, violent, or other nature that may be offensive to Customer or its End Users. Customer acknowledges that it has actual knowledge of and can readily access many software and hardware solutions to regulate activity on its network, and that the configuration of the Content Filtering function requested by Customer of the CBTS Managed WiFi Plus service is among them. Customer acknowledges that Cincinnati Bell has made no express or implied representation, warranty or guaranty applicable to any aspect of the WiFi Service or other services offered by Cincinnati Bell, including but not limited to, the ability to preclude Customer or any patron of Customer from accessing any or all web sites and/or news groups that any person may find to be harmful or offensive for any reason.

**7.2.** Customer understands and by using the Internet service Customer agrees that it is responsible for, and assumes all liability associated with, any material that Customer (to include End Users) makes available or transmits through the Internet service, whether through chat rooms, messages boards or other forums, including liability for claims of infringement, libel, and slander. Customer may not post, transmit through, or otherwise make available on or through the Internet service any material that violates or infringes in any way upon the rights of others, that is, in Cincinnati Bell's sole discretion, unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

**7.3.** Cincinnati Bell shall provide to Customer "Terms of Use" to govern the access that End Users will have to the Guest Internet Access (the "Terms"). Customer shall cooperate with Cincinnati Bell in ensuring that each End User who connects to the Guest Internet Access provides affirmative consent to be bound by the Terms. If in its reasonable discretion Cincinnati Bell believes that the activities of the End Users using the Guest Internet Access violate the Terms (including, without limitation, those terms requiring End Users to comply with applicable laws) then Cincinnati Bell reserves the right to do any of the following in addition to any other actions or remedies available to Cincinnati Bell:

**7.3.1.** Prohibit any End User or End Users from accessing the Guest Internet Access;

**7.3.2.** Provide information related to any End User and its activities to third parties as required or permitted by applicable law;

**7.3.3.** Require Customer to take reasonable corrective measures considering the scope and duration of the violation of the Terms; and/or

**7.3.4.** Terminate this Supplement upon thirty (30) days written notice to Customer;

**7.4.** Customer represents and warrants to Cincinnati Bell that it will not encourage or assist any Customer to violate the Terms and that it will comply with the Terms in its own use of the Guest Internet Access, if any.

## 8. REPAIR PROCESSES.

**8.1.** Technical support for WiFi Services will be provided through the Cincinnati Bell Advanced Technology Services (ATS) support team. This service desk is available 24/7 and provides traditional tier 1 and tier 2 service desk support. In any calendar month, Customer may place two (2) service calls for non-emergency, non-service impacting security profile or provisioning changes. Additional change request calls may incur a fee of $175.00 each.

**8.2.** Customer should contact CBTS Tech Support via 1 -888-638-1699, then follow prompts for "Technical Assistance", then for "Managed WiFi".

**8.3.** In the event Cincinnati Bell determines that it is necessary to interrupt WiFi Services or that there is a potential for WiFi Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

## 9. FAILED CONNECTIVITY OR DEFAULT HARDWARE.

**9.1.** Cincinnati Bell will make every attempt to address any reported trouble in relation to failed Equipment or Customer reported issues with connectivity to the Internet via the installed WiFi network, as applicable. Internet service failure is not within the scope of the WiFi Service and must be resolved directly with the applicable Internet service provider. Cincinnati Bell will work with a designated technical resource allocated by the customer to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students, guests or faculty are not supported by Cincinnati Bell. Cincinnati Bell makes no representations and assumes no liability for connectivity issues related to End User limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or Cincinnati Bell network congestion.

## 10. REMEDIES.

**10.1.** If Customer is dissatisfied with the WiFi Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement and request Cincinnati Bell to remove the Equipment. Under no circumstance shall Cincinnati Bell be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) installation of the Equipment and/or FiOptics (ii) use of the WiFi Service or Customer's ability to use the WiFi Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information, services or merchandise provided on or through the WiFi Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the WiFi Service.

## 11. CUSTOMER OBLIGATIONS; ACCEPTABLE USE / PROHIBITED ACTIVITIES.

**11.1.** Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

**11.2.** Customer must cooperate with reasonable Cincinnati Bell requests related to all initial or subsequent site surveys of Customer's location(s), including, but not limited to, providing Cincinnati Bell with a drawing or site survey of its location(s). In the event a Customer does not cooperate with Cincinnati Bell's reasonable requests related to site surveys, Customer understands and agrees to release Cincinnati Bell from any and all claims or liability related to the WiFi Service or the Equipment.

**11.3.** When using Cincinnati Bell -provided Internet access, engaging in any of the following activities is strictly prohibited: attempting to interfere with the Internet service, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing" or "crashing," the Internet service; and sending unsolicited e-mail, including promotions and/or advertising of products or services; Infringing upon any other intellectual property rights of others or on the privacy or publicity rights of others; and sending obscene, sexually explicit, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing messages and/or postings to any other person or entity or sending messages and/or postings in violation of applicable law(s); and illegal or unauthorized access to other computers or networks; and sending viruses, trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and facilitating a violation of these Terms of Use.

## 12. TERMINATION CHARGES.

**12.1.** In the event that Managed WiFi Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if Customer had not terminated prior to the expiration of the then-current Term. Customer may also be obligated to pay Equipment Non-Return or Equipment Removal fees.

## Table 1: WiFi Roles and Responsibilities for various configurations

| | I. CBTS monitoring of Customer-provided Hardware and Customer-provided Internet connection | | II. CBTS monitoring of Customer-provided Hardware and CBTS-provided Internet connection | | III.CBTS monitoring of CBTS-provided Hardware and Customer-provided Internet connection | | IV. CBTS monitoring of CBTS-provided Hardware and CBTS-provided Internet connection | |
|---|---|---|---|---|---|---|---|---|
| | CBTS | Customer | CBTS | Customer | CBTS | Customer | CBTS | Customer |
| Monitoring of Access Points for uptime | X | | X | | X | | X | |
| Change and Repair of AP devices, SSIDs | | X | | X | X | | X | |
| Replacement of defective Aps | | X | | X | X | | X | |
| Monitoring Customer WiFi usage | X | | X | | X | | X | |
| Providing periodic Customer WiFi usage statistics | *Note: Availability of WiFi usage statistics for Customer-owned hardware will vary, depending on make, model, and presence of required technology.* | | | | X | | X | |
| Internet Connectivity | | X | X | | | X | X | |

## Table 2:Managed WiFi Plus versus basic Managed WiFi

| | V. Managed WiFi Basic | | VI. Managed WiFi Plus | |
|---|---|---|---|---|
| | CBTS | Customer | CBTS | Customer |
| **Periodic Reporting** | | | | |
| Basic is fewer reports (six total), monthly ; Plus is more reports (fourteen total), weekly | X | | X | |
| **Content Filtering** | *Note: Content Filtering is only offered with WiFi Plus service.* | | | |
| Selection of Internet activities, destinations (eg, URLs), and types of traffic ("Content") that Customer desires to prohibit on its WiFi | | | | X |
| Management of Hardware configuration to filter/block Content | | | X | |
| **SSID assignment** | | | | |
| Basic – single SSID; Plus – multiple SSIDs (up to 4) | X | | X | |
| **Guest-facing landing page** | | | | |
| Basic – default CBTS; Plus – optional "individualized" or "custom" | | | | |
| **Customer site survey** | | | | |
| Customer must provide CBTS with a "site survey"; technical requirements for customers may range between complex (CAD drawings, blueprints) and informal (hand-drawn sketch). | | X | | X |

# EXHIBIT A – CBTS DEFAULT "CONTENT FILTERING" CATEGORIES

**If Customer desires to change CBTS's "default" settings, please mark a √ or X below, as applicable, sign, and date.**

| | |
|---|---|
| **Customer Signature:** | |
| **Printed Name:** | |
| **Title:** | |
| **Date:** | |

| **Application Categories** | | **Web Categories** | | | |
|---|---|---|---|---|---|
| | Antivirus | | Abortion | | Marijuana |
| | Authentication | | Abused-Drugs | | Military |
| | Cloud-File-Storage | ☒ | Adult-And-Pornography | | Motor-Vehicles |
| | Collaboration | | Alcohol-And-Tobacco | | Music |
| | Encrypted | | Auctions | | News-And-Media |
| | Enterprise-Apps | ☒ | Bot-Nets | ☒ | Nudity |
| | Gaming | | Business-And-Economy | | Online-Greeting-Cards |
| | IM-File-Transfer | | Category-Unknown | ☒ | Parked-Domains |
| | Instant-Messaging | | Cheating | | Pay-To-Surf |
| | Mail-Protocols | | Computer-And-Internet-Info | ☒ | Peer-To-Peer-Web |
| | Mobile-App-Stores | | Computer-And-Internet-Security | | Personal-Sites-And-Blogs |
| | Network-Services | | Content-Delivery-Networks | | Personal-Storage |
| ☒ | Peer-To-Peer | | Cult-And-Occult | | Philosophy-And-Political-Advocacy |
| | Social-Networking | | Dating | ☒ | Phishing-And-Other-Frauds |
| | Standard | | Dead-Sites | | Private-Ip-Addresses |
| | Streaming | | Dynamically-Generated-Content | | Proxy-Avoidance-And-Anonymizers |
| | Thin-Client | | Educational-Institutions | | Questionable |
| | Tunneling | | Entertainment-And-Arts | | Real-Estate |
| | Unified-Communications | | Fashion-And-Beauty | | Recreation-And-Hobbies |
| | Web | | Financial-Services | | Reference-And-Research |
| | Webmail | | Gambling | | Religion |
| | | | Games | | Search-Engines |
| | | | Government | | Sex-Education |
| | | | Gross | | Shareware-And-Freeware |
| | | ☒ | Hacking | | Shopping |
| | | | Hate-And-Racism | | Social-Networking-Web |
| | | | Health-And-Medicine | | Society |
| | | | Home-And-Garden | ☒ | Spam-Urls |
| | | | Hunting-And-Fishing | | Sports |
| | | ☒ | Illegal | | Spyware-And-Adware |
| | | | Image-And-Video-Search | | Streaming-Media |
| | | | Individual-Stock-Advice-And-Tools | | Swimsuits-And-Intimate-Apparel |
| | | | Internet-Communications | | Training-And-Tools |
| | | | Internet-Portals | | Translation |
| | | | Job-Search | | Travel |
| | | ☒ | Keyloggers-And-Monitoring | | Violence |
| | | | Kids | | Weapons |
| | | | Legal | | Web-Advertisements |
| | | | Local-Information | | Web-Based-Email |
| | | ☒ | Malware-Sites | | Web-Hosting |