

## Section 1: Managed Wi-Fi Plus, Managed Wi-Fi Premium, and Intelligent Wi-Fi Services Terms and Conditions Supplement

### 1.1 Definitions.

- 1.1.1 altafiber Network – an End User connects to the altafiber Network by using the “Fioptics Free Wi-Fi” SSID Wi-Fi network via an access point.
- 1.1.2 Customer Network – an End User connects to the Customer Network by using Wi-Fi at Customer’s location when not connected to the altafiber Network.
- 1.1.3 “Intelligent Wi-Fi or the “Service” – various Service offerings are detailed in Section 1.3.1.
- 1.1.4 Portal - an interface available to Customer that is provided by a altafiber partner. For Managed Wi-Fi Plus and Managed Wi-Fi Premium, the Portal will be Aruba Central as detailed herein. For Managed Intelligent Wi-Fi, the Portal will be Skyfii as detailed herein.
- 1.1.5 End Users - the individuals who connect to the altafiber Network.
- 1.1.6 User Information – information available to Customer, via the Engage section of the Portal, about various attributes of its End Users (for example, name, email address, gender, date of birth, mailing address, or registration date).

### 1.2 Services and Rates.

- 1.2.1 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on altafiber’s net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 1.2.2 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, “Legal Requirements”) in connection with the provision of the Service.
- 1.2.3 **Promotions.** It is understood that altafiber may offer certain promotions to Customer, from time to time, which include discounts in exchange for Customer agreeing to prearranged conditions including, but not limited to, broadcasting specific SSID(s) (Fioptics Free Wi-Fi), participation within altafiber’s “Connect Cincinnati App”, and partner specific deals for altafiber customers. If, at any time during the Agreement, Customer does not adhere to these conditions, standard Managed Wi-Fi rates will immediately apply. If, at any time during the Agreement, Customer declines the adjustment to standard Managed Wi-Fi rates, early termination fees will apply as described in Section 1.7 and 1.12 noted below.

### 1.3 Service Description.

altafiber offers Managed Wi-Fi in several tiers. Customer’s selection is itemized on the Services Agreement and is detailed in the relevant section below.

#### 1.3.1 Service Options

##### 1.3.1.1 Managed WIFI Plus

Managed Wi-Fi is designed to accommodate customers who want more than just average Wi-Fi for guests and employees. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Access to SMB for viewing Wi-Fi Analytics.
- Customer must broadcast SSID: Fioptics Free WI-FI.
- Customer has access to free placement in the Connect Cincinnati Mobile App.

##### 1.3.1.2 Managed Wi-Fi Premium

Managed Wi-Fi Premium provides all of the features/benefits of Managed Wi-Fi while adding a key marketing feature: Presence Analytics. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.).

- Presence Analytics: The Monitoring dashboard displays graphs with traffic patterns for the passer by, visitor, engaged and dwelling users.

### 1.3.1.3 Intelligent Wi-Fi

Intelligent Wi-Fi Service includes Connect, Engage, Presence, Location and broadcast of “Fioptics Free Wi-Fi” SSID. Core features include:

- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems
  - **“Connect”** - The Service includes guest Wi-Fi functionality (that is, “Fioptics Free Wi-Fi”) which utilizes a robust and configurable logon portal with enhanced data capture capability and authentication alongside a suite of intelligent content delivery and marketing tools.
  - **“Engage”** - Provides venues with an automated proximity and data driven marketing platform that uses the customer data collected to deliver and report on targeted content delivery.
  - **“Presence”** - Provides a suite of default reports that cover a comprehensive range of key metrics to measure the performance of their asset portfolio or the individual assets in their portfolio. Each default report can be configured to display data using numerous dimensions for either groups of assets or individual assets. An array of key dimensions are available including customer type (new, returning), devices, gender and more. Default reports can also be automated for delivery to stakeholders on a daily, weekly, monthly or quarterly schedule. Dependent on a user’s requirements, automated reports can include tables, graphs or the raw calculated metrics for manipulation in third party systems.
  - **“Location”** – Provides more granularity on where users are traveling and how they are moving throughout a particular venue. The services included in this package consist of heat maps, travel paths, zone analytics and smart zoning.

Intelligent WIFI Premium provides our most advanced all-in WIFI and engagement experience. In addition to the above, altafiber provides an enhanced package that allows businesses to gather operational intelligence on customer behaviors, deliver smart targeted advertisements, and drive customer loyalty with exclusive offers. The cloud-based SaaS platform is built for businesses that want to better understand their physical locations to make informed decisions and quickly measure the impact of changes in a closed loop, eliminating guess work. It works by collecting location-based and online data on visitor behavior, then turning that data into valuable insights capable of generating targeted engagements. This package includes:

- Aruba Networks based Wi-Fi infrastructure (Access Point, Switch, etc.)
- Management of guest Wi-Fi including pre-configured captive portal and landing page templates
- Centralized dashboard of all analytics, marketing and network information for your Wi-Fi Analytics service
- Comprehensive end-user data collections through social media channels, online browsing behaviors and behavior in physical locations
- Detailed manual and automated analytics reports
- Direct marketing capability with content delivery through multiple channels, including Wi-Fi, SMS (additional charges apply), email and integration into proximity aware apps on a Professional Services engagement
- Data export to third party CRM or BI systems

- Each additional access point defaults to standard rates
- Customer must broadcast SSID: Fioptics Free WIFI
- Customer has access to free placement in the Connect Cincinnati Mobile App

1.3.2 Platforms available:

1.3.2.1 **Aruba** Central

Managed Wi-Fi Plus and Premium are built on the Aruba Central Platform offering the following key features:

- Guest Wi-Fi
- Registration choices – anonymous, self-registration, social login, Facebook Wi-Fi
- Control options – duration, usage, landing page
- Presence Analytics
- Customer traffic & engagement based on device presence & RSSI
- Customizable conversion metrics
- Insight across stores & times

1.3.2.2 **SkyFii**

Intelligent Wi-Fi is built on the SkyFii Platform offering the following key features:

- Gather operational intelligence on customer behaviors
- Deliver smart targeted advertisements
- Drive customer loyalty with exclusive offers

Skyfii US Operations, LLC, and is accessible at: <https://altafiber.skyfii.com/login>. Customer will access the “Insight” and “Engage” modules using the Portal. Additional functions are available for purchase.

1.4 **altafiber General Responsibilities & Obligations.**

- 1.4.1 altafiber will provide Customer with access to the Services (as detailed below), as well as basic support and troubleshooting as provided by this Supplement.
- 1.4.2 Customer acknowledges and agrees that altafiber’s obligations under this Supplement apply only as to the altafiber Network and do not apply to the Customer Network.
- 1.4.3 altafiber will provide Wi-Fi to a variety of customers and will customize its delivered services based on the requirements provided by each. The Wi-Fi Services will vary based on customer engagement (See Tables 1 and 2, below).
- 1.4.4 Generally, altafiber 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 Wi-Fi Services. altafiber will communicate any issues to Customer via email, phone call, or via other communication method.
- 1.4.5 In the event of an outage or critical issue, altafiber will contact customers between 8am to 10pm Monday through Friday for resolution. Customer has the option to contact altafiber tier 1 support after 10pm EST or altafiber will contact you during the next business day (see section 1.10.1.1).

**Table 1: Managed Wi-Fi Roles and Responsibilities for various configurations**

	II. altafiber monitoring of Customer purchased Aruba hardware and altafiber -provided Internet connection	IV. altafiber monitoring of altafiber-provided Aruba Hardware and altafiber -provided Internet connection
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	altafiber	Customer		altafiber	Customer
Monitoring and Management of Access Points	x			x	
Change and Repair of AP devices, SSIDs		x		x	
Replacement of Stolen/Damaged APs not covered		x			x
Replacement of defective AP's		x		x	
Provide dashboard for monitoring Wi-Fi usage	x	x		x	
Providing periodic Customer Wi-Fi usage statistics	<i>altafiber can assist customer to set up one time scheduled reporting. The customer can also view live reporting via the Aruba Central and SkyFii provided dashboards</i>			<i>altafiber can assist customer to set up one time scheduled reporting. The customer can also view live reporting via the Aruba Central and SkyFii provided dashboards</i>	
Internet Connectivity	x			x	

**Table 2: Managed Wi-Fi Plus, Premium and Intelligent**

	V. Managed Wi-Fi Plus		VI. Managed Wi-Fi Premium		VI. Intelligent Wi-Fi	
	altafiber	Customer	altafiber	Customer	altafiber	Customer
Scheduled Reporting specific to Wi-Fi Network Health	x	x	x	x		x
SSID creation and changes	x		x		x	
Management of Hardware configuration to filter/block Content	x		x		x	
Captive Portal Branding - at launch will be locked to 'altafiber' Default	x	TBD	x	TBD	x	TBD
View and management of Presence Analytics	NA	NA		x		x

Set up and customization of Aruba Central		x		x	NA	NA
Set up and customization of SkyFii	NA	NA	NA	NA		x
Creation of marketing engagement tools and customer touch points	NA	NA	NA	NA		x
Creation of customer contact intervals and campaign customizations	NA	NA	NA	NA		x

**1.5 Customer General Responsibilities & Obligations.**

- 1.5.1 Customer (which for purposes of this Agreement also includes its employees, agents, contractors, licensors, customers and suppliers), shall use the Wi-Fi Service for lawful purposes only. Customer grants to altafiber the right to provide certain Wi-Fi 802.11b/g/n/ac/ax telecommunications equipment and service at Customer’s location(s).
- 1.5.2 Acceptable Use. When using altafiber-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," "mail bombing" 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.
- 1.5.3 Terms of Use; Privacy Policy. Customer shall notify Customer’s End Users that, by using the Service, they consent to the terms of altafiber’s “Fioptics Free Wi-Fi Privacy Policy” available at: <https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/ConnectCincinnati/Managed-Free-Wi-Fi-privacy-policy-eff-02-01-2017docx.pdf>, and to the collection and use of technical information, including but not limited the location of the device, information about the mobile telephone, computer or other device used to access the Intelligent Wi-Fi Service.
- 1.5.4 Customer to supply altafiber two authorized contacts (Email & Phone #) that altafiber can communicate issues that are detected and use as administrator(s) should customer need to make account or technical changes.
- 1.5.5 Customer will provide a stable electrical power source for altafiber equipment that is available and not switched off during the term of this agreement.

**1.6 License to User information; Intellectual Property.**

1.6.1 While Customer is in good standing, altafiber grants to Customer a limited, non-exclusive, royalty-free license to use all analytic report data made available through the Services, which analytic report data shall be made available to Customer by altafiber throughout the Term and for a period of thirty (30) days following termination or expiration of this Agreement. After such 30-day period, altafiber shall be under no further obligation to retain or provide any User Information to or for Customer. For purposes of this Supplement, “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. All ownership rights, title, and Intellectual Property Rights in and to the Services, the User Information, any Skyfii website (included but not limited to such site(s) that may be made available to altafiber and/or any Customer, as applicable), and any other materials provided by Skyfii hereunder shall remain with Skyfii US Operations, LLC and/or its licensors.

## 1.7 Equipment.

- 1.7.1 altafiber may provide Wireless Equipment in support of the provision of Wi-Fi Service, and altafiber grants Customer a non-exclusive, non-transferable limited license to use the Wi-Fi 802.11b/g/n/ac/ax equipment (“Equipment”) in accordance with this Supplement. For customer owned equipment, altafiber will take no responsibility of ownership but will offer repair services as set forth in section 1.10.
- 1.7.2 Customer authorizes altafiber to provide the Equipment and agrees that the Equipment is the sole and exclusive property of altafiber and this Supplement does not grant Customer any rights to the Equipment except as expressly set forth herein. Customer agrees to give altafiber access during regular business hours, or at any time in the event of an emergency, to service or remove the Equipment at altafiber’s sole discretion. Loss, theft or physical damage to the Equipment is Customer’s responsibility.
- 1.7.3 Upon expiration of the terms of this supplement, Customer has no further obligation to return Managed Wi-Fi specific equipment. However, altafiber offers the following (3) options to consider:
- Make your intentions known to refresh the current equipment to more recent technology. Doing so will require a simple addendum and selection of replacement technology. Charges for installation of new equipment may apply. Monthly charges for replacement hardware will vary and can be discussed with your altafiber Sales Associate.
  - Continue having altafiber monitor, manage and provide support for your hardware and customer licensed access to WI-FI. Your altafiber Sales Associate can provide additional detail. Elect to cancel Managed WI-FI and cease providing WI-FI services for employees/guests via altafiber.
  - Elect to cancel Managed WI-FI and cease providing WI-FI services for employees/guests via altafiber.
- 1.7.4 Should equipment be defective and covered under warranty, altafiber will process and replace equipment. If equipment is damaged or stolen and requires replacement, charges may apply for hardware and install or service.

## 1.8 Content Filtering .

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

## 1.9 Content Accessed Via Wi-Fi Service.

- 1.9.1 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 Wi-Fi Plus service is among them. Customer acknowledges that altafiber has made no express or implied representation, warranty or guaranty applicable to any aspect of the Wi-Fi Service or other services offered by altafiber, 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.

1.9.2 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 altafiber'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.

1.9.3 altafiber 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 altafiber 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 altafiber 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 altafiber reserves the right to do any of the following in addition to any other actions or remedies available to altafiber:

- Prohibit any End User or End Users from accessing the Guest Internet Access;
- Provide information related to any End User and its activities to third parties as required or permitted by applicable law;
- Require Customer to take reasonable corrective measures considering the scope and duration of the violation of the Terms; and/or
- Terminate this Supplement upon thirty (30) days written notice to Customer;

1.9.4 Customer represents and warrants to altafiber 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.

## **1.10 Ongoing Support; Repair Processes.**

### **1.10.1 Managed Wi-Fi Plus, Managed Wi-Fi Premium.**

1.10.1.1 Technical support for Wi-Fi Services will be provided through the altafiber Network Operations Center. This service desk is available 24/7 and provides traditional tier 1 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. In the event that additional resources are needed, tier 2 support is available 8am to 10pm Monday through Friday.

1.10.1.2 Customer should contact altafiber Network Operations Center via 844.436.7003, then press "2" for Managed Wi-Fi Technical Support.

1.10.1.3 In the event altafiber determines that it is necessary to interrupt the Service or that there is a potential for Service to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance. Scheduled maintenance occurs during off-peak hours (midnight to 6:00 a.m. local time). altafiber's normal schedule maintenance window begins at 2:00 am Sunday. In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

### **1.10.2 Intelligent Wi-Fi**

- 1.10.2.1 Technical support for Services will be provided through the altafiber support team. altafiber will provide assistance with uptime issues, and will coordinate assistance with Service functionality (i.e., Using Skyfii resources).
  - 1.10.2.2 Customer should contact [intelligentWi-Fi@altafiber.com](mailto:intelligentWi-Fi@altafiber.com) with subject "Intelligent Wi-Fi support", or call 513-565-8002. altafiber will use good faith efforts to call Customer back within 24-48 hours.
  - 1.10.2.3 In the event altafiber determines that it is necessary to interrupt Wi-Fi Services or that there is a potential for Wi-Fi Services to be interrupted for the performance of system maintenance, altafiber 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 altafiber.
- 1.10.3 Customer Obligations; Acceptable Use / Prohibited Activities.
- 1.10.3.1 Prior to requesting repair service from altafiber, 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 altafiber.
- 1.10.4 Failed Connectivity or Default Hardware.
- 1.10.4.1 altafiber will use commercially reasonable efforts to address any reported trouble in relation to failed Equipment or Customer reported issues with connectivity to the Internet via the installed Wi-Fi network, as applicable. Internet service failure is not within the scope of the Wi-Fi Service and must be resolved directly with the applicable Internet service provider. altafiber 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 altafiber. altafiber 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 altafiber network congestion.
- 1.11 Remedies.**
- 1.11.1 If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement. Under no circumstance shall altafiber be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) setup or installation of the Service (ii) use of the Service or Customer's ability to use the Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information or services provided on or through the Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Service.
  - 1.11.2 Any violation of the above sections that altafiber, in its reasonable discretion, believes may subject altafiber to civil or criminal litigation, charges and/or damages will be considered to be a breach of the Agreement and altafiber reserves the right to suspend or immediately terminate service if deemed necessary. If altafiber suspends the Data Analytics Service pursuant to this paragraph, altafiber may require a reinstatement fee in order to resume the Data Analytics Service.
- 1.12 Termination Charges.**
- 1.12.1 In the event that Managed Wi-Fi Service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement and prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or will 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.