

Service Schedule A-11: Wireless Backup

This Wireless Backup Service Schedule (“Service Schedule”) is subject to, and made a part of, the Master Service Agreement (“MSA”) entered into by and between DQE and Customer. Capitalized terms not defined herein will have the meaning ascribed to them in MSA.

A. Definitions. The following definitions shall apply to Wireless Backup Service:

1. **Authorized Contact** – A representative authorized by Customer to request service changes using procedures outlined below.
2. **Customer Contact Center (CCC)** – The customer web application portal that DQE maintains to provide information about service and tickets to customers.
3. **Greater Pittsburgh Region** – DQE fiber connected locations with DQE Internet in the areas of Allegheny County, Armstrong County, Beaver County, Blair County, Butler County, Fayette County, Greene County, Indiana County, Lawrence County, Mercer County, Somerset County, Washington County and Westmoreland County in Pennsylvania and Marion County and Monongalia County in West Virginia
4. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center available 24/7/365.
5. **Service** – The Managed Router Support Service.
6. **Wireless Equipment** – DQE owned and managed wireless M2M LTE equipment and associated SIM card.

DQE Wireless Backup Service Description. DQE Wireless Backup Service (“Service”) is a LTE wireless internet backup service subject to availability of third party service provider. The internet wireless backup service acts as a failover to provide backup so the Customer may continue to transmit data via LTE wireless broadband communications. The Service provides Customer with a LTE wireless link utilizing cellular network services furnished by one or more participating wireless carriers via DQE provided equipment (“Wireless Equipment”). The Service will be available for a fixed monthly charge plus monthly usage charges. Customer shall be responsible for all actual usage charges for any given month.

- B. Internet Service – IP Address Usage.** DQE reserves the right to administer public IP addresses assigned by DQE as required to meet any requirements of ARIN, third party service provider or other Internet policies. Use of the Service by Customer for any purpose in violation of law shall constitute a default under this Agreement. This Service includes dynamic IP addresses. Static IP addresses are not available for this Service.
- C. Usage Charges.** Monthly usage charges will be calculated based on data consumed (used) in addition to the MRC. Within any particular monthly billing period, Customer may be required to provide authorization to move up to a new usage interval and use additional data. DQE reserves the right to cap Customer’s data usage, in its sole discretion, and DQE may require a Customer to provide a deposit prior to the availability of additional data usage. Data intervals are an approximate usage range and DQE reserves the right to change data interval ranges, in its sole discretion. Calculation of a Customer’s data usage will restart for each monthly billing period.
- D. Delivery and Acceptance.** DQE Wireless Equipment with associated SIM card will be delivered to the Customer site designated in the Customer Service Order. For Customer Service Orders within the Greater Pittsburgh Region, DQE will deliver and install the DQE Wireless Equipment as part of the Service. For

Customer Service Orders outside of the Greater Pittsburgh Region, DQE will mail or deliver the DQE Wireless Equipment and associated SIM card to the Customer site and Customer shall be responsible for installation. For Customer Service Orders outside of the Greater Pittsburgh Region, installation by a DQE subcontractor may be available for an additional one-time installation charge. Service shall be deemed accepted and all fees will accrue beginning upon the date the Wireless Equipment is turned on and is connected to the Internet (the “Service Commencement Date”). For Wireless Equipment delivered to Customer site but not connected to the internet within seven (7) days from date of delivery, DQE shall start billing for the Service upon the eighth (8th) day from date of delivery.

E. Customer Obligations. Customer at their own expense must:

1. Purchase and maintain DQE Internet (excludes Internet Lite Product) and/or DQE SD-WAN Service at the applicable service location.
2. Ensure that each Customer site is prepared to accept the DQE Wireless Equipment to be installed, including but not limited to providing hard wire non switch power outlets, any desired battery backups and surge protectors, rack mounts, rack mounting brackets, proper temperature and humidity control, and or wall boards for mounting equipment (collectively “Customer Equipment”).
3. Provide access at each Customer site that is safe and available to DQE. If access is not available, Customer shall be subject to additional one-time fees outside the scope of the Customer Service Order form for a DQE trip charge.
4. Provide and maintain Authorized Contact(s) for tickets, change requests, and maintenance events that have authorization to open and maintain notes regarding DQE tickets. The Authorized Contact(s) shall be maintained via DQE’s Customer Contact Center (CCC).
5. Provide physical and network security measure(s) necessary to protect all equipment, software, data and systems located on the Customer site or otherwise in Customer control and used in connection with this Service.
6. Ensure use of the DQE Wireless Equipment and SIM card(s) solely in conjunction with DQE Wireless Backup Service at the location specified and only for transmission of information within the continental United States. The Wireless Backup Service is to be used exclusively for low bandwidth communications. Customer shall not use the Service for web hosting, video or audio streaming, hosting of computer applications, support of emergency services, support of remote medical monitoring, support of aerial manned vehicles, alarm calls, routines that generate excessive amounts of data traffic, or traffic that adversely affects people or systems (including DDoS attacks against other networks). Customer shall not use regeneration equipment in conjunction with this Service. DQE or third party service provider reserves the right to throttle, disengage service, or cap data usage when it negatively impacts the network.
7. Report failure of primary Internet service (DQE or other provider) as soon as possible to the DQE NOC. DQE has no responsibility for other providers SLA’s or terms and conditions.
8. Monitor and manage use of the Service. The Service shall be used solely as a backup to Customer’s primary internet service. The Service shall not be used when there is not an actual service interruption of the primary service. Customer is responsible for all charges related to use of Service, whether accidental or intentional.

9. Maintain a backup system for the duplication of all electronic files and documents. DQE is not responsible for the backup of Customer's electronic files and documents, nor liable for any data loss during performance of the Service.
10. Maintain its own privacy and security controls for all content. Customer shall be responsible for ownership and control of all content transmitted through the Service. Neither DQE, nor its underlying third party supplier, shall be responsible for privacy or security of any transmission. Any unauthorized access or interception of data is solely the responsibility of Customer.

F. Equipment. Customer acknowledges the following:

1. DQE Wireless Equipment – Equipment provided by DQE and delivered to Customer is only to be used in conjunction with the Service and Customer is not authorized to use the equipment for any other purpose. For Wireless Equipment that needs to be replaced for not being in working order, DQE shall provide replacement equipment E when DQE has deemed that the equipment is not in working order. For Customers within the Greater Pittsburgh Region, DQE will replace DQE Wireless Equipment in person upon availability. For Customers outside of the Greater Pittsburgh Region, DQE shall mail replacement equipment to Customer upon availability. Customer shall return the non-working equipment to DQE. Customer is obligated to comply with all documentation and manufacturer's instructions that accompany such equipment and all software end user license agreements, as strict adherence to technical documentation is required for warranty pass-through. Any violation of this obligation will be considered a default pursuant to the terms of the Agreement. Customer shall take reasonable measures to protect and care for the equipment as it would its own equipment. Customer shall be responsible for all loss, damage or destruction of the equipment from the date of delivery to Customer's site until the date the equipment is shipped back to DQE or removed by DQE (at DQE's sole discretion). Upon termination or expiration of the Agreement, the equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If equipment (including any SIM card(s)) cannot be recovered by DQE, or if equipment is damaged beyond the ordinary wear and tear resulting from its use, at the sole discretion of DQE, Customer will be liable to DQE for either the replacement value of the equipment or the cost for repair. Customer shall be liable for all charges associated with the equipment, SIM card and/or internet usage until returned to DQE.
2. DQE will furnish service and support of DQE Wireless Equipment only during the Term of Service, provided that the equipment is used by Customer in compliance with these terms and conditions.
3. DQE will not provide service or support for any Customer Equipment. If, after diagnosing a problem with the Service, DQE determines that Customer Equipment is the cause of the problem, Customer will be responsible for servicing such equipment, hardware or software and DQE may charge a consulting fee for the non-DQE equipment related trouble call.

G. Service and Support. DQE will provide service and support for the DQE Wireless Equipment. After Service activation, Customer shall be required to contact the DQE NOC with any Customer Service requests. Customer shall ensure that DQE has access to Customer site(s) during service requests. If site access is not available, Customer's Authorized Contact must notify DQE of such during initial communication with the DQE NOC.

Customer shall use best efforts prior to calling the DQE NOC to determine if any Service problems are related to Customer's own equipment or if applicable, non-DQE Internet service. Customer shall be solely responsible for any issues related to Customer's equipment or non-DQE Internet service. In instances where DQE troubleshooting uncovers an issue or cause related to Customer's equipment or non-DQE Internet service, an additional troubleshooting charge will be incurred. In addition, DQE is not responsible for end-user support of

issues not directly related to the Service. This includes, but is not limited to, Customer operating systems, Customer Equipment, or Customer application support.

- H. Wireless Equipment Administration.** DQE will retain all administrator rights and change privileges for DQE provided hardware and software delivered under the Service. Customer shall not have administrator privileges for any DQE provided equipment. DQE retains exclusive rights to manage or change all resources used in provision of the Service, including but not limited to the underlying wireless carriers, equipment, and configurations.
- I. Authorizations.** In the course of providing Service to Customer, DQE may require Customer account information from third party vendors that Customer contracts with in conjunction with the DQE Wireless Backup Service. Customer grants DQE permission to contact such third parties on behalf of Customer when DQE requires equipment or network related information from the third parties. DQE shall solely determine when and if DQE contacts a Customer's third party vendor.
- J. Warranty and Limitations.** DQE warrants that the Service will meet the specifications on the Customer Service Order. DQE makes no representation or guaranty of the availability or quality of the Service. Many factors affect wireless Internet service, and the actual availability or quality of the Service may vary accordingly. However, DQE is committed to providing high quality service and will use commercially reasonable efforts to provide the Service to Customer as specified. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond DQE's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, Customer Equipment, or by a Force Majeure Event shall not constitute a failure by DQE to perform its obligations under this Service Schedule.

EXCEPT AS SET FORTH IN THIS SECTION, DQE MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED. THE SERVICE IS PROVIDED "AS IS" AND IN NO EVENT SHALL DQE BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF DATA, OR PROFITS, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE USE OF OR PERFORMANCE OF THE SERVICE, WHETHER IN AN ACTION OF CONTRACT OR TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE. DQE EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DQE EXPRESSLY DISCLAIMS ANY WARRANTY OF CONTINUOUS OR UNINTERRUPTED SERVICE.

- K. Third Party Services and Software.** DQE's ability to deliver the Service to Customer is dependent upon DQE's ability to obtain third party services and software. DQE shall provide, upon request, copies of the applicable third party warranties, to the extent they are made available to DQE. DQE shall pass through to Customer, to the extent permitted, all third party warranties, and will provide such assistance as may reasonably be required to pursue warranty claims with third parties. In the case of third party services, the third party will be responsible for providing the service and Customer must look solely to the third party for any loss, claims or damages arising from or related to the provision of third party services. To the extent that any products or Services provided under this Schedule are governed by any third party terms (e.g. end user license agreements, etc.), then such terms shall be in addition to the terms of this Agreement and Customer shall be responsible for complying with those terms.

The quality, service, and terms of service are subject to the third party agreements DQE holds with underlying data carrier(s) (inclusive of roaming, service experience, and service footprint limitations whereby additional charges may occur). In order to maintain the Wireless Backup Service, Customer acknowledges that DQE may change the third party service providers, Wireless Equipment, and/or applicable software, at its discretion at any time. Such change may interrupt the Service or result in additional charges to Customer. DQE may change



pricing or any other applicable Service term in this Agreement at any time. DQE will use commercially reasonable methods to inform Customer in advance of any such changes. Any continued use of the Service after notice of such change is automatically considered acceptance of such modified terms.

Required Internet or SD-WAN Service. In order to obtain the Wireless Backup Service, DQE Internet or DQE SD-WAN Service must be either (a) already existing at the Customer Service Location; or (b) ordered from DQE in a separate Customer Service Order. If the underlying connectivity is terminated at a Customer Service Location or unavailable for any reason at any time at customer choosing, the Wireless Backup Service shall be inoperable. Customer will continue to be liable for the term of the Wireless Backup Service through