

Service Schedule A-12: Internet Advantage

The Internet Advantage 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 be the meaning ascribed to them in MSA.

A. Definitions. The following definitions shall apply to Internet Advantage:

1. **Abuse** – Improper or illegal activity that has a deleterious effect on either DQE Communications network or other DQE customer services is classified as Abuse. The DQE Acceptable Use Policy published and periodically updated on our web site provides a more detailed listing of traffic and activity that is classified as Abuse.
2. **Availability** – the amount of time (often presented as a percentage) that a service is available to the Customer (i.e. unaffected by a Service Outage).
3. **Committed Information Rate (CIR)** – refers to bandwidth provisioned to a service that is reserved across the DQE network without any oversubscription. The Customer’s CIR bandwidth level is dedicated and always available to the service without contention from other network traffic.
4. **Customer Data** – Any information held or maintained by Customer on their systems or network or information stored in off-premise services.
5. **Customer Contact Center (CCC)** – The customer web application portal that DQE maintains to provide information about service and tickets to customers.
6. **Distributed Denial of Service (“DDoS”) Attack** – An attempt(s) to make an online service/server unavailable by overwhelming it with traffic from multiple sources.
7. **Distributed Denial of Service (“DDoS”) Mitigation** – set of tools and techniques for resisting or mitigating the impact of DDoS Attack.
8. **Endpoints** – Customer controlled network device(s) that is receiving traffic on the internet circuit.
9. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center.
10. **Non-Attack Incident Fee (NAIF)** – fee for use of the DDoS Mitigation during a Non-Attack Incident. A “Non-Attack Incident” is when the customer incorrectly or falsely claims a DDoS Attack is underway. This fee shall be 50% of the monthly MRC per Non-Attack Incident.
11. **Packet Loss** – the measure of the average number of Ethernet frames undelivered by DQE via the intended On-Net service in a calendar month.
12. **Per Incident Fee** – Should Customer have more than 20 DDoS Incidents in a 12 month period, DQE reserves the right to charge a one-time fee equal to 50% of the Customer’s MRC per each additional Incident. An Incident is defined as when the DQE NOC and Customer agree to open a NOC ticket for this Service.
13. **Service** – Internet Advantage Service.
14. **Subscribed Level** – amount of bandwidth for which a customer is contracted for a given service, as

stated on the Service Order.

B. Internet Advantage Description. DQE Internet Advantage Service provides connectivity and access to the public Internet via DQE’s Tier 1 peering arrangements with various Internet network providers. DQE’s Internet service is provided via its fiber-based Ethernet network with a single autonomous system. DQE internet has the following attributes:

Attribute	Internet Service
Symmetrical Bandwidth	Supported
Dedicated Bandwidth (CIR)	100% CIR of PIR
SLA - Availability	99.99%
SLA - Packet Loss	<0.001%
SLA - Latency	<5ms
Customer Web Portal Access	Standard
IPv4 IP Addresses - Standard	/29 (3 useable)
IPv6 IP Addresses	/48 (2^80 Useable)
BGP Peering	Optional
DQE Upstream Router Redundancy	Dual
Redundant Customer Premise Switch	Optional

The internet service has a DDoS mitigation component that is a network-based traffic analysis service for mitigating the impact of Distributed Denial of Service (DDoS) Attacks. DQE will monitor a Customer’s internet traffic and assess for a possible DDoS Attack. If DQE identifies a possible DDoS Attack, DQE will contact the Customer to discuss commencing DDoS Mitigation. Customer may also contact the DQE NOC to report a DDoS Attack. After DQE and the Customer collectively agree that a DDoS Attack is taking place, DQE will commence the DDoS Mitigation. When system and/or network capacity is exceeded, DQE reserves the right to pass through the Customer’s IP traffic without scrubbing the IP traffic. Post-mitigation, DQE will route the Customer’s traffic back to standard traffic flow. Once traffic is restored to standard traffic flow, the DDoS Mitigation shall be deemed completed and closed.

C. DDoS Customer Obligations.

1. Customer must notify the NOC at 877-263-8638 in the event Customer experiences, or anticipates, a DDoS Attack. Upon receipt of notification, the NOC opens a trouble ticket and commences monitoring. The Customer shall notify DQE immediately in the event of a problem or disruption, but not later than 2 hours after the event has started.
2. The Customer must coordinate with the NOC to determine whether, and to confirm that, a DDoS Attack is taking place, and authorize DQE to begin DDoS Mitigation.
3. Customer must provide a list of employees (title, name, mobile phone number and email) to DQE and keep it updated continuously via the CCC portal on who may report a possible DDoS Attack and approve DDoS Mitigation.
4. The Customer is responsible for the security of managing network components of customer data environment such as routers, firewalls, databases, physical security, or servers.
5. The Customer accepts and agrees that the Service shall be provided through common and

shared infrastructure and should multiple DQE Customer DDoS Attacks occur simultaneously DQE, in its sole discretion, reserves the right to prioritize the order in which Customer's receive DDoS Mitigation Service.

6. Customer acknowledges and agrees that the DDoS Mitigation does not prevent or eliminate all DDoS Attacks.
7. Customer acknowledges and agrees that DQE may use various tools in its sole discretion to protect its network, including but not limited to "black holing" traffic, suspension of Internet service, and/or termination of Internet service.
8. Customer represents and warrants that Customer has all right, title and interest or is the licensee with right to use and/or access all of the Endpoints, applications and/or content Customer delivers to DQE to perform the DDoS Mitigation. Customer represents and warrants that Customer has the right to grant DQE the access rights and licenses set forth herein and has obtained or will obtain prior to DQE's performance of DDoS Mitigation all rights, authorizations or permissions required for DQE to perform the DDoS Mitigation.
9. During a DDoS Attack, Customer shall:
 - i. Have a technical contact available during the entirety of an open trouble ticket to enable Customer to interact with DQE's support team;
 - ii. Ensure other mitigation equipment is disabled within the Customer's environment; and
 - iii. Will cooperate with DQE and any requests as needed.

D. Internet Service – IP Address Allocation.

1. ARIN. For Internet service, public IP addresses will be provided in accordance with American Registry for Internet Numbers ("ARIN") policies and guidelines. DQE reserves the right to administer public IP addresses assigned by DQE as required to meet any requirements of ARIN other Internet policies, which includes the option to renumber or reassign public IP addresses administered by DQE. Use of the Services by Customer for any purpose in violation of law shall constitute a default under this Agreement.
2. IPv4 IP Address Assignments. Customer acknowledges that due to the scarcity of IPv4 prefixes, the ARIN requires that DQE receive from Customer written justification (utilizing the standard DQE IP Justification Form) for IPv4 prefix IP address assignments prior to IPv4 prefix assignment. Customer must justify Customer's IP Address assignment by demonstrating that Customer has an immediate requirement for twenty-five percent (25%) of the IPv4 addresses being requested and a plan to utilize fifty percent (50%) of the requested assignment within one year of allocation. Customer's predicted or anticipated customers shall not be sufficient to establish Customer's need. Customer must efficiently utilize all previous allocations and at least 80% of their most recent allocation at the time of request in order to receive additional space.
3. IPv6 IP Address Assignments. Customer shall not be required to justify receipt of IPv6 prefix IP address assignments; provided, however, that if limitations on IPv6 are imposed by ARIN or its successor in administrating IP addresses, IPv6 IP addresses shall be subject to such limitations.

IP Address Reclamation. DQE may, at its discretion, reclaim all IPv4 and IPv6 assignments at any time upon sixty (60) days' written notice and shall reallocate a smaller number of IPv4 and IPv6 assignments.

E. Service Level Requirements. DQE's service level agreements ("SLA") focus on three key areas

– Internet Availability, Packet Loss, and Intra-Metro Latency (Delay).

1. Internet Availability. The Internet Availability service level commitment for DQE's Metro Ethernet Service is 99.99%. Service is "Unavailable" (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic, or pass traffic efficiently. Service Unavailability is calculated from the timestamp when Customer calls in a ticket to the DQE NOC or opens a ticket via the DQE Customer Control Center until the time service is the confirmed restored. If credits are due under this SLA, no other SLAs apply to the same event.

DQE Availability SLA Credit Formula	
Cumulative Unavailability (hrs:mins:secs)	SLA Credit
	Internet Advantage
00:00:05 to 00:04:30	N/A
00:04:31 to 00:30:00	5%
00:30:01 to 02:00:00	20%
02:00:01 to 05:00:00	30%
05:00:01 to 24:00:00	50%
24:00:01 to 48:00:00	75%
48:00:01 or greater	100%

2. Packet Loss. The Packet Loss service level commitment is 0.001%. Packet Loss is the average number of Ethernet frames undelivered by DQE to the intended on-net destination in a calendar month.

DQE Packet Loss SLA Credit Formula	
Packet Delivery	SLA Credit
	Internet Advantage
99.998% to 99.900%	5%
99.899% to 98.000%	10%

97.999% to 95.000%	50%
94.999% or less	100%

3. **Intra-Metro Latency (Delay).** The Latency service level commitment is less than 5 ms. Latency is the measure of the average one-way network delay of Ethernet frames that transit the DQE network and are delivered by DQE to the intended on-net destination in a calendar month.

DQE Latency SLA Credit Formula	
Latency SLA	SLA Credit
	Internet Advantage
5 ms to 10 ms	5%
10 ms to 15 ms	10%
15 ms or greater	100%

- F. Service Level Credits.** In the event that DQE does not achieve a particular Service Level in a given month, for reasons other than an Excused Outage (as defined below), DQE will issue a credit to Customer as set forth in the applicable Service Level table above, upon Customer’s request. To request a credit, Customer must contact DQE’s Customer Service by calling toll free in the U.S. and Canada 1-866-GO-FIBER or delivering a written request within thirty (30) days of the end of the month for which a credit is requested. An “Excused Outage” is an outage caused by:

(a) any act or omission of the Customer or its end-user customers, or their representatives, contactors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-DQE equipment or systems; (c) scheduled maintenance or planned enhancements or upgrades to the DQE network; (d) DQE not being given reasonable access to the premises; (e) Customer exceeding the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Service Order; or (f) a Force Majeure Event as defined in the Master Services Agreement. Customer’s total credits in any one (1) month shall not exceed one (1) month’s Internet Advantage port MRC for the affected Service for that month and cannot be applied to MRC for any other services obtained through DQE.

- G. Escalation Process.** In the event that Customer becomes aware of a network failure, Customer will contact DQE’s NOC Support Line, and DQE will respond within (1) hour. If Customer receives no response within one (1) hour, Customer shall utilize the escalation process available online at www.dqecom.com.

- H. Warranty and Limitations.** DQE warrants that the Service will meet the specifications on the Customer Service Order. If the Service fail to meet such specifications, DQE will provide support and maintenance to Customer in accordance with the SLAs set forth herein. The SLA will be effective on the applicable Commencement Date, but credits will not apply until the first full calendar month in which a Service is provided. If the Service fail to meet the specifications on the Customer Service Order then Customer shall be entitled to remedies set forth in the applicable SLA.

EXCEPT AS SET FORTH HEREIN, THE CREDIT CALCULATIONS SET FORTH IN THE SLA SHALL BE CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY FAILURE OF THE SERVICE TO MEET THE SPECIFICATIONS. THE TOTAL AMOUNT OF CREDIT THAT WILL BE EXTENDED TO CUSTOMER AS A RESULT OF DQE'S FAILURE TO MEET THE SPECIFICATIONS SET FORTH IN THE SLA SHALL BE LIMITED TO 100% OF ONE MONTH'S RECURRING CHARGE IN ANY SINGLE MONTHLY BILLING PERIOD. EXCEPT AS SET FORTH IN THIS SECTION, DQE MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICE, EXPRESSED OR IMPLIED. DQE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. DQE EXPRESSLY DISCLAIMS ANY WARRANTY OF CONTINUOUS OR UNINTERRUPTED SERVICE.

If Customer is delinquent on any invoice, any SLA credits due to Customer shall be deducted from said delinquent amount. The application of credits does not waive Customer's obligation to pay any remaining balances or any future amounts under this Service Schedule.

DQE does not warrant that the Service will operate error free, uninterrupted or fail-safe; that DQE will correct all product or Service errors, or that the Service will lead to certain results. Any advice or information provided by the DQE or its providers or agents cannot represent guarantees.

DQE will not be liable for any: (i) disruptions in the security of the Customer network, system or equipment; (2) loss, corruption, or theft of Customer Data during the use of the Service; or (iii) loss or damage in connection with or arising out of the interruption or loss or use of the Service.

Neither DQE nor DQE's third party suppliers will be liable for any punitive, special, consequential, incidental or indirect damages, including but not limited to, loss of profits or review, business interruption, or lost data, even if the Party has been advised of the possibility of such loss or damage.

DQE may suspend provision of the Service if, in the DQE's reasonable determination, an Abuse occurs. Such suspension shall remain in effect until Customer corrects the applicable Abuse. In the event that, in DQE's reasonable determination, an Abuse is critically impacting, or threatens to critically impact, the DQE's network or servers, DQE may suspend provision of the Service, as applicable, immediately and without prior notice. In the event that an Abuse is not critically impacting the DQE network or threatening to do so, DQE shall give Customer prior notice of any suspension. Such suspension shall remain in effect until Customer corrects the applicable Abuse.

If Customer fails to correct any Abuse after notice (whether written or oral) from DQE, DQE may, in its sole discretion, terminate its provision of Service for breach without any liability or obligation. If it is determined that the Abuse was intentional on Customer's behalf, then DQE in its sole discretion shall charge early termination fees and liquidated damages.

- I. License.** Customer acknowledges that operation and performance of the Service involves repeated filtering of traffic to the Endpoint and Customer hereby expressly consents to the same. Customer hereby grants DQE a non-exclusive, non-transferrable, and royalty-free license to access the Endpoint and the internet traffic flowing thereto and any applications contained therein.
- J. Network Management.** Use of the Service in a manner that, in DQE's reasonable determination, directly or indirectly produces or threatens to produce a material negative effect on the DQE's network or that materially interferes with the use of DQE's network by other Customers or authorized users, including, without limitation, overloading servers or causing portions of DQE's network to be blocked;



and altering any aspect of the Service where such is not authorized by DQE; enables DQE to take any action at its sole discretion to preserve the integrity and/or operations of DQE's network.