

Service Schedule A-13: Guest Wi-Fi

This Guest Wi-Fi 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 Guest Wi-Fi Service:

1. **Authorized Contact** – A representative authorized by Customer to request service changes using procedures outlined below.
2. **Content Filtering** – an additional, optional service provided by DQE in conjunction with Guest Wi-Fi Service to screen and exclude access to various web pages by specifying content patterns such as text strings or objects with images.
3. **Customer Contact Center (CCC)** – The customer web application portal that DQE maintains to provide information about service and tickets to customers.
4. **Customer Request Form** – DQE provided form required to be completed by Customer and describes Customer’s physical environment, Guest Wi-Fi requirements, and floorplan.
5. **DQE** – Shall mean DQE Communications LLC and/or its properly authorized representative, vendor, supplier, subcontractor or any other person or entity contracting directly with DQE to fulfill DQE’s obligations under the Service Schedule.
6. **End Users** – any person who ultimately uses the Guest Wi-Fi Service, including customers, clients, staff, contractors or other guests.
7. **Guest Wireless Network** – A wireless 5 GHz radio spectrum network that is designed to allow Customer to easily grant “visitor” access for Customer’s Wireless Internet Connection. The Guest Wireless Network will be distinctly separate from Customer’s main business network and Internet access.
8. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center available 24/7/265.
9. **Service** – The Guest Wi-Fi Service.
10. **Service Level Objectives (SLOs)** – The service level applicable to the relevant Guest Wi-Fi Service as set forth in Section G below.
11. **Wi-Fi Enabled Device** – a device that can connect to the Internet when there is a local Wi-Fi network connection available and meets U.S. or other applicable technical standards.

B. Guest Wi-Fi Service Description. DQE Guest Wi-Fi Service (“Service”) provides access to the internet for Customer’s customers, clients, staff, contractors, or other guests (“End Users”) over 5GHz Wi-Fi Wireless Access Point(s) (Device(s)). DQE’s Guest Wi-Fi Service is designed to be a separate and independent network from Customer’s private business network. This means devices connected to the guest network will not be able to access computers, files, and printers connect to the main business network.

DQE’s Guest Wi-Fi Service utilizes single service set identifiers (“SSIDs”) per site, often referred to as a network name, which uniquely names a WLAN. This name allows Wi-Fi Enabled Devices to connect to the

desired network when multiple independent networks operate in the same physical area. Customer's End-Users must be in the coverage area and be required to enter a password prior to accessing the Guest Wi-Fi Network. The SSIDs will be broadcast publicly. Customer may have access to a portal for password administration or may contact DQE's Network Operation Control Center when the portal is not available for password administration tasks. Dynamic IP's shall be solely used for this service. The IP pool shall be at DQE's own discretion. Customer shall have access to an analytical reporting portal via password, known as dashboard.

Guest Wi-Fi Network speed is the Internet speed over DQE's fiber network and the Guest Wi-Fi speed indicated on the Customer Service Order is an estimate and in no way indicates a guarantee of the speed at which any Wi-Fi Enabled Device will operate. Actual Guest Wi-Fi Network speed and performance will vary. DQE shall operate each Guest Wi-Fi Network using applicable IEEE 802.11 protocols.

Guest Wi-Fi Service has a web filtering component (Content Filtering) and Customer may elect to add web filtering capabilities at the time of placing the initial Customer Service Order or by calling the DQE NOC. Other optional services may be available for an additional cost, including obtaining DQE's assistance in building a Customer landing page (sometimes referred to as a splash page or log-in screen).

- C. Provisioning of Service.** Prior to signing any Customer Service Order for Guest Wi-Fi Services, DQE shall require that Customer complete a Customer Request Form and floorplan. If either the Customer Request Form or the Customer provided floorplan are inaccurate or incomplete, Customer may be charged an additional fee for DQE's time and equipment installation expenses related to such inaccuracy.

Customer acknowledges and agrees that DQE's Guest Wi-Fi Service is predicated on the accuracy and timeliness of Customer's responses in the Customer Request Form, Customer provided floorplan, and to DQE's request for information. DQE will not be liable for any installation delays or any reduction in or failure of the Service as the result of inaccuracy or incompleteness of Customer information provided, or any material changes to Customer's environment that would render such information inaccurate.

Customer acknowledges that DQE is relying on Customer's completion of the Customer Request Form, floorplan and Customer provided information to correctly configure the Service and that DQE shall have no responsibility for any resulting loss or damage resulting from DQE's reliance on and use of Customer provided information. Customer shall be responsible for any additional costs associated with inaccurate or modified Customer information that results in material changes to the configuration of the Service.

Each Customer Service Order submitted by Customer for Guest Wi-Fi Services shall be subject to an engineering and system installation review by DQE. The review will determine the extent of existing cable and other facilities within the premises, and whether and to what extent DQE cabling must be built in order to provide the ordered Services at the requested service location(s) within the premises. DQE will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Customer Service Order with respect to the affected service location(s). Customer is solely responsible for the access, power, maintenance and upkeep of an indoor or outdoor building/structure. Outdoor installation(s) shall be clearly written on the Customer Service Order and the Customer Request Form, otherwise additional fees shall apply.

- D. Customer Obligations.** Customer at their own expense must:

1. Purchase and maintain DQE Internet Service at the applicable service location(s).

2. Ensure that each Customer site is available and prepared for on-site installation. Customer shall provide space, security, and power for DQE Equipment, and provide proper temperature and humidity control suitable to meet all Equipment requirements.
 3. 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).
 4. Provide information to DQE, its subcontractors or its designated point of contact that is reasonably necessary or useful for DQE to perform its obligations.
 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. Report detected Service failures as soon as possible and provide any requested information to the DQE NOC and support personnel.
 7. Rebooting of equipment upon DQE request to include Customer rebooting or verification of equipment power, and verification of cable connections.
- E. Equipment.** Equipment provided by DQE and delivered to Customer is only to be used in conjunction with the Service for the delivered site and Customer is not authorized to use the equipment for any other purpose or any other site. For DQE Equipment that needs to be replaced for not being in working order, DQE shall provide a technician dispatch next business day when DQE makes the decision at its sole discretion by 4:00pm EST. 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 installation until the date the equipment is shipped back to DQE or designated DQE contractor or removed from Customer's site by DQE (at DQE's choice). Upon termination or expiration of this Agreement, the equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If the equipment cannot be recovered by DQE, or if equipment is damaged beyond 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.
- F. Service and Support.** DQE will provide service and support for the Guest Wi-Fi Service per the following:
1. 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 the initial communication with the DQE NOC. DQE shall not accept calls from end-users.
 2. For purposes of monitoring the quality of the Service and diagnosing the root cause of Service interruptions, deficiencies, degradations or delays, DQE provides 24/7 monitoring.
 3. DQE is not responsible for End-User support of issues not directly related to the Service. This includes, but is not limited to, Customer or Customer End-User equipment. Support for the Service is provided on a tiered level with DQE providing support to Customer and the Customer providing support directly to its End Users. If Customer requires troubleshooting of any Wi-Fi Enabled Device attempting to access the Guest Wireless Network, DQE will, at the Customer's request, dispatch an on-site technician to troubleshoot the issue. Standard time and materials rates shall apply to any such dispatch.

4. Customer shall use best efforts prior to calling the DQE NOC to determine if any Service problems are related to Customer's or End User's own equipment. Customer shall be solely responsible for any issues related to Customer's or End-User's equipment. In instances where DQE troubleshooting uncovers an issue or cause related to Customer's or End User's equipment, an additional troubleshooting charge will be incurred.
5. For Service, public IP addresses will be provided in accordance with American Registration 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 or other Internet policies, which includes the option to renumber or reassign public IP addresses administered by DQE. Use of the Service by Customer for any purpose in violation of law shall constitute a default under this Agreement.

G. Service Level Objectives. The table below outlines DQE's Service Level Objectives (SLOs) for Guest Wi-Fi. While DQE will make every effort to meet these SLOs, failure to do so will not result in any Service Level credits or refunds, nor will it constitute a breach of any obligations by DQE.

ITEM	INDICATOR
Premise Equipment Mean Time to Repair (MTTR)	Next Business Day*
Standard Service Requests Responses	Next Business Day*
Dashboard Availability Target	99%

* For objective timeline to start, DQE must have a trouble ticket for repair or response opened on a business day by 4:00 PM (EST). For trouble tickets opened after 4:00 PM (EST) or on a weekend or holiday, the clock will start on the next business day.

The Guest Wi-Fi Network utilizes public, unlicensed radio-frequency spectrum. As such, the Guest Wi-Fi Network may be subject to external interferences, environmental influences, and other factors and variables beyond DQE's reasonable control. Performance and availability may vary, including but not limited to, transmission, download speed, and accuracy. Network congestion, performance, configuration, physical obstructions (i.e. furniture layout), RF interference, availability of electrical power, collocation failures, and the functionality of any Wi-Fi Enabled Device or user error are all factors that may affect performance of the Service.

H. Warranties and Limitations. DQE warrants that during the Term, 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 SLOs set forth herein. 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.

EXCEPT AS SET FORTH IN THIS SECTION, DQE MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICE, 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 OR PERFORMANCE OF THE SERVICE, WHETHER IN AN ACTION OF CONTRACT OR TORT

INCLUDING BUT NOT LIMITED TO NEGLIGENCE. DQE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. DQE EXPRESSLY DISCLAIMS ANY WARRANTY OF CONTINUOUS, UNINTERRUPTED, VIRUS-FREE, SECURE, OR ERROR-FREE SERVICE.

Customer acknowledges and agrees that because the Guest Wi-Fi Service is wireless Internet access, Customer's or its End Users' transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Guest Wi-Fi Service provided by DQE under this Agreement. Customer agrees to waive all claims against DQE for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its End Users' communications. Without limiting the foregoing, DQE has no liability to Customer or any End Users using the Guest Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any End User's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Guest Wi-Fi Service. When Customer uses the Guest Wi-Fi Service, DQE, and/or any third party vendor utilized by DQE, may track and store Customer's IP address and MAC addresses of addresses accessing the Wi-Fi network. Customer hereby consents to the collection, use, transmission, processing and maintenance of such data in connection with provision of the Guest Wi-Fi Service.

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 DQE's Content Filtering function available to Customer as an optional add on could mitigate access to certain content. Customer acknowledges that DQE has made no express or implied representation, warranty or guaranty applicable to any aspect of the Guest Wi-Fi Service 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.

Customer understands and agrees that by using the Guest Wi-Fi Service, Customer agrees that it is responsible for, and assumes all liability associated with, any material that Customer (or any End User) makes available or transmits through the 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 Service any material that violates or infringes in any way upon the rights of others, that is, in DQE 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.

I. Restrictions on Service. Customer agrees to the following restrictions regarding the Service:

1. As the terms of the Master Service Agreement governing this Schedule specify, Customer cannot resell or charge others for access and is solely responsible for all third party use of the Guest Wi-Fi Service, including ensuring third party compliance with DQE's Acceptable Use Policy, a copy of which is located at <https://www.DQEom.com/aup>, as periodically revised. Customer is responsible for any and all unauthorized use of the Service.
2. In addition to the terms of DQE's Acceptable Use Policy, Customer and Customer's End Users agree not to program any IP address (or any other MAC address) into any Wi-Fi Enabled Device, other than the one assigned by DQE for Guest Wi-Fi Services.

3. Guest WI-FI Services shall not exceed more than 25 simultaneous sessions per Wi-Fi Enabled Device unless a different number of End Users is noted in the Customer Request Form and agreed to in the signed Customer Service Order.
4. Customer and Customer's End Users acknowledge and agree to comply with the Children's Online Privacy Protection Act (COPPA), including without limitation, providing notice and obtaining required parental consent in accordance with the law.
5. Customer and Customer's End Users acknowledge that not all Customer or End User devices are supported. Business hosted voice phones and customer provided softphones or off-site phones are capable of working over the public internet, including Wi-Fi. However, for business crucial applications, please be aware that DQE discourages the use of these phones and softphones at any location aside from the location(s) where the business hosted voice services are located. In no event shall DQE be responsible for, nor does it warrant the performance or interoperability of the service in connection with any softphones, off-site phones or wireless connectivity. It is Customer's sole responsibility to support and troubleshoot any related connectivity issues under this section.
6. Customer acknowledges that DQE Guest Wi-Fi Services are meant to be used solely for Guest Wi-Fi and no other business purpose.
7. Customer acknowledges and agrees that DQE Guest Wi-Fi is not intended for use in making 911 calls or other emergency calls.