

Service Schedule A-5: Managed Router Support

This Managed Router Support 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 Managed Router Support 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. **Fault Event** – A condition that occurs when a DQE Managed Router is no longer performing the tasks assigned in the Golden Configuration due to errors from DQE managed equipment.
4. **Golden Configuration** – The final approved single router configuration as mutually agreed to by DQE and Customer.
5. **Maintenance** – Routine OS patches, OS upgrades, or hardware changes and replacement performed to keep the Service in good working order.
6. **Monitoring** – Standard network monitoring tools and protocols used by DQE to collect operational data on DQE Managed Routers.
7. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center available 24/7/265.
8. **Provisioning** – The creation and testing of DQE network services (eLine or eLan) ordered by the Customer for selected sites.
9. **DQE Managed Router** – DQE owned and managed device(s) using the Golden Configuration at the Customer site.
10. **Service** – The Managed Router Support Service.
11. **Service Level (SLA)** – The service level applicable to the relevant Managed Router Support Service as set out in Section D below.

B. Managed Router Service Description. DQE Managed Router Support Service (“Service”) is an offering for the management of Customer specified network device(s). DQE will provide and perform various network device management activities as described herein. This Service is a DQE service offering consisting of network device management services which include: (i) the Provisioning of DQE Managed Router(s) located at Customer-specified site(s); (ii) Monitoring of DQE Managed Router(s); (iii) notification of Fault Events; and (iv) Maintenance of DQE Managed Router(s). This Service is only available on the DQE network and Customer must have DQE Ethernet or internet service to each Customer site. DQE will evaluate, design, provision, maintain and manage Service based on a DQE Managed Router Golden Configuration accepted by Customer prior to installation. The four phase process is described in Appendix A.

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

1. Ensure that each Customer site is prepared to accept the DQE Managed Router(s) to be installed, including but not limited to providing and installing the Customer head end back bone routers (to be maintained by Customer), 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”).
2. 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.
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. 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.
8. Rebooting of equipment upon DQE request to include Customer rebooting of the DQE Managed Router(s), reading of LED light statuses on applicable DQE Managed Router, verification of equipment power, and verification of cable connections.
9. Provision of Customer Equipment as required per Appendix A.

D. Service Level Requirements. DQE will respond to Customer requests or network events not caused by an Excused Outage according to the following Mean Time to Repair (as defined below) schedule:

Mean Time to Repair	
For Customer sites within thirty miles of DQE’s office	4 hours to repair after DQE determines the cause
For Customer sites beyond thirty miles of DQE’s office	8 hours to repair after DQE determines the cause

Mean time to Repair is defined as a four (4) or eight (8) hour response time to repair after the underlying cause is determined by DQE with Customer assistance and Customer site access when requested by DQE.

In the event that the DQE does not repair a DQE Managed Router within the specified time, the Customer will be eligible for a service credit equal to 1/30th of the MRC for the affected service location(s) in the particular month, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only. Credits must be requested in writing by the Customer within thirty (30) days of event by sending an email detailing the

event to sales.support@dqe.com. Customer's total credits in any one (1) month shall not exceed one (1) month's Managed Router Support Service MRC for the affected Service for that month and cannot be applied to MRC for any other services obtained through DQE.

An "Excused Outage" is an outage caused by: (a) Customer's act or omissions; (b) Customer's failure to promptly notify DQE of any failure of the Service; (c) Customer or Customer's third party vendor initiated changes to the network environment, architecture, or router configuration; (d) the configuration, failure or malfunction of non-DQE equipment or systems; (e) scheduled maintenance or planned enhancements or upgrades; (g) DQE not being given reasonable access to the premises; or (f) a Force Majeure Event as defined in the Master Service Agreement.

In addition, service credits will not be given for intentional shutdowns due to emergency intervention initiated during security related incidents or the failure of individual security services. Network performance degradation or failure due to incorrect bandwidth or IP address selection by the Customer or failure of connectivity does not constitute failure under this Service Level agreement.

E. Equipment.

1. DQE Managed Router(s) – 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. 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 removed from Customer's site by DQE. 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 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. Under no circumstances may customer or its employees, agents, contractors or subcontractors move the DQE provided equipment outside of the site in which it was installed without the prior written consent of DQE.
2. DQE will furnish service and support of DQE Managed Router(s) 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.

F. Service and Support. DQE will provide service and support for all DQE Managed Routers. 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.

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.

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 of DQE Managed Router(s).

- G. Router Administration.** DQE will retain all administrator privileges for DQE provided hardware and software delivered under the Service. Customer shall not have administrator privileges for any DQE provided equipment.
- H. Change Management.** Customer requested changes to the Service after initial setup will result in additional charges. With the exception of pre-approved changes in a DQE Customer Service Order, the Customer shall request changes by an Authorized Contact. Changes are considered requests outside of the scope of the Golden Configuration agreed to by Customer and DQE. DQE shall make reasonable efforts to respond to any change requests.

Any change requests shall be performed during normal business hours 8am to 5pm Monday through Friday (excluding holidays). Customer will be charged an additional two hundred and twenty five dollars (\$225) per hour for change requests with a minimum two hour requirement per event. For any change requests performed outside of normal business hours (including nights, holidays, and weekends), Customer will be charged an additional four hundred dollars (\$400) per hour with a minimum two hour requirement per event. After the initial two hour minimum requirement, Customer will be charged in fifteen (15) minute increments rounded up to the next increment per event. Travel time to and from Customer site for a change request will also be included and charged at the same rates as listed above.

All change requests shall be made by an Authorized Contact via either (a) email to the DQE NOC at support@dqe.com; (b) a change request in the DQE Customer Contact Center (CCC) via a Trouble Ticket identifying requested configuration change and the relevant service id; or (c) verbally with the DQE NOC. Any of the three methods shall constitute approval by Customer to be billed for the change request at the hourly rates described above. DQE shall notify the Customer when the change request has been completed. Each change request shall include: (a) name of Customer; (b) description of change (date must be at least four (4) business days in advance and if date cannot be met, DQE shall provide an alternative date and Customer's Authorized Contact must approve the new date prior to starting work); (c) reason for change; (d) location address; (e) Router address; (f) requested date/time of change; and (g) expected duration of change.

DQE reserves the right to refuse change requests when DQE determines, in their sole discretion, that the change request is not a change but a Professional Service. Professional Service may include, but is not limited to, network integration, technical consulting, network assignment, assisting other vendors at the request of Customer, and network design.

- 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 Managed Router. 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. 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 Service 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. DQE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. DQE ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE AND CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

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.

Customer acknowledges and agrees that DQE's Provisioning of Service is predicated on the accuracy and timeliness of Customer's responses 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 or any material changes to Customer's environment that would render such information inaccurate.

- K. Third Party Services and Software.** DQE may use third party services and software as required from time to time in the delivery of Service to Customer. 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.

Appendix A

Router Configuration Process

DQE Managed Router Support Service uses IGP routing protocol OSPF for the Service. This Service requires Customer to provide and support two “head end” backbone routers (“Customer Routers”) running OSPF protocol. The Customer Routers shall be located in two separate physical locations and shall have a common network link between them provided by Customer. The processing capacity and performance of the Customer Routers shall be the sole responsibility of Customer. The Customer Routers shall have the necessary performance capabilities to provide a robust, redundant, and high quality service capability for DQE’s Managed Router Support Service. Customer shall use best efforts to make changes to the router configuration and resources as requested by DQE.

- A. Phase I – Design and Test.** During this phase, Customer shall work with DQE to create and finalize one standard configuration (the “Golden Configuration”) needed for the managed router deployment.

Customer responsibilities within thirty (30) days of execution of this Agreement are:

1. Provide DQE with a complete LAN side equipment list (switches, workstations, VOIP phones) for DQE to create a test branch.
2. Install Customer head end Routers and connect data center devices at both locations to DQE service handoff.
3. Work with DQE to create the WAN aggregation connections for the DQE Managed Router(s).
4. Create a test plan to validate that network connectivity functions for the desired application.
5. Execute the necessary application and voice level testing to confirm branch operations.
6. Deliver (and to be approved by DQE):
 - a. Final Golden Configuration of DQE Managed Router(s)
 - b. Checklist of required variable information per branch (ex. IP addresses)
 - c. Test plan that validates site is operating as expected

After Phase I, DQE reserves the right to terminate the Managed Router Support Service with no further obligation or liability to DQE, if coordination or interoperability with DQE’s network cannot result in an approved Gold Configuration and successful test.

- B. Phase II – Install and Service Activation.** Once Phase I is fully tested and validated, installation, Provisioning, and testing of WAN connectivity and DQE portion of the test plan for each site can proceed.

Customer responsibilities during this phase are:

1. Provide DQE with checklist information per branch at least ten (10) business days prior to installation.
2. Provide power and rack space for DQE Managed Routers.

3. Connect DQE Managed Routers to Customer Equipment at each Customer site.
 4. Execute Customer portion of test plan developed in Phase I.
 5. Open DQE trouble ticket within three (3) days of documenting any DQE Managed Router Support Service issues.
- C. Phase III – Support.** Once Phase II installation and activation is complete for each Customer site, daily Monitoring is initiated. Customer shall respond to DQE as needed. Fault Events shall be documented in the DQE Customer Contact Center (CCC) portal. DQE will charge for changes to the Golden Configuration once Monitoring commences as described in the Agreement and additional services not included shall be provided on a time and material basis.
- D. Phase IV – Maintenance.** DQE shall Monitor DQE Managed Routers at each Customer site and provide basic maintenance, hardware troubleshooting, and hardware replacement as needed and determined by DQE. DQE shall provide patches and OS updates to DQE provided equipment per DQE’s standard operating procedures and during DQE maintenance windows. Customer shall contact DQE NOC or create a ticket within DQE’s CCC for any hardware or maintenance issues.