

## Service Schedule A-6: Firewall Equipment Lease

This Firewall Equipment Lease 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 Firewall Equipment Lease:

1. **Device Backup** – Initial copy of device base configuration available provided that Customer installs required software on Firewall Equipment.
2. **Firewall Equipment** – Juniper SRX1500 device (or similar device provided by manufacturer), shipped to Customer.
3. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center available 24x7x365.

**B. Firewall Equipment Lease Description.** DQE Firewall Equipment Lease (“Lease”) is a lease offering by which DQE will supply Firewall Equipment to Customer for its use. DQE will supply the Firewall Equipment to Customer and provide the following limited services: (i) assistance in obtaining software updates for Firewall Equipment (but not the installation of said updates); (ii) upon request, the configuration file for Device Backup (provided Customer has appropriately installed the provided and required software to Firewall Equipment); and (iii) assistance in returning defective Firewall Equipment to manufacturer for replacement. This Lease is only available on the DQE network and Customer must have DQE internet service to the Firewall Equipment.

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

1. Ensure that each Customer site is prepared to accept the DQE Firewall Equipment, including but not limited to hard wired 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. Install and maintain the Firewall Equipment, software, and any software updates.
3. 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 Lease.
4. Report to the DQE NOC detected Firewall Equipment failures as soon as possible for assistance in replacement of equipment. Customer must timely and properly return and insure Firewall Equipment to manufacturer when requested by manufacturer or DQE for replacement. Customer can reach the DQE NOC at 877-263-8638.
5. Customer agrees to provide a designated technical contact to cooperate with DQE and any requests needed to provide the support outlined below.
6. Customer shall have the Firewall connected to DQE internet service for the term of the Lease.
7. Upon termination of the Lease, Customer must return Firewall Equipment to DQE.

**D. Equipment.** DQE Firewall Equipment supplied by DQE and delivered to Customer is only to be used in conjunction with this Service Schedule and Customer is not authorized to use the equipment for any other purpose. Customer shall not sell, sublease, transfer or otherwise dispose of the leased Firewall Equipment. 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.

**E. DQE Support.** DQE will provide the following support for Firewall Equipment:

1. Delivery of Firewall Equipment to Customer.
2. Assistance in returning defective Firewall Equipment to manufacturer for replacement or repair. Should the Firewall Equipment fail at any time during the Lease, Customer is required to contact the DQE NOC to request a Return Merchandise Authorization ("RMA") from manufacturer. At manufacturer's discretion, manufacturer will provide the RMA to Customer and/or DQE. DQE does not guarantee replacement of equipment within any specified time frame. At manufacturer's discretion, Customer may be responsible for shipping costs for returned equipment and/or replacement equipment. DQE does not guarantee type or model of replacement equipment from manufacturer.
3. Assistance in obtaining operating software updates for Customer's Firewall Equipment. Customer is responsible for the installation of all operating software updates.
4. Backup of Customer's device configuration to include storage of one configuration file ("Device Backup"). This Device Backup service is provided to Customer so long as Customer has installed the required Device Backup software on the Firewall Equipment provided to Customer.
5. DQE will provide the specified support of Firewall Equipment only during the Lease, provided that the equipment is used by Customer in compliance with these terms and conditions.
6. DQE will not provide service or support for any Customer Equipment. DQE will not provide installation and maintenance service for Firewall Equipment.

**F. Warranty and Limitations.** DQE DOES NOT WARRANT THE FIREWALL EQUIPMENT OR ANY SOFTWARE INSTALLED ON THE FIREWALL EQUIPMENT. EXCEPT AS SET FORTH IN THIS LEASE SCHEDULE, THE FIREWALL EQUIPMENT AND RELATED SUPPORT ARE PROVIDED "AS IS". DQE DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AS TO THE LEASED EQUIPMENT AND ANY SOFTWARE INSTALLED ON THE LEASED EQUIPMENT. DQE, ITS LICENSORS, VENDORS OR CONTRACTORS DO NOT WARRANT THAT THE FIREWALL EQUIPMENT WILL OPERATED UNINTERRUPTED OR ERROR-FREE. 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.

Customer acknowledges that DQE does not guarantee continuous or uninterrupted service. Should Customer's Firewall Equipment fail, Customer acknowledges that firewall protection may be unavailable for an unspecified amount of time. Customer is responsible for obtaining any backup firewall protection desired to prevent lapse in firewall protection.

- G. Third Party Services and Software.** DQE may use third party equipment, services and software as required from time to time in the delivery of the Lease 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.