

Service Schedule A-7: Internet Lite

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

A. Definitions. The following definitions shall apply to Internet Lite Services:

- 1. Minimum Point of Entry (“MPOE”)** – DQE’s point of entry into the building.
- 2. Network Interface Device (“NID”)** – Device provided to Customer for connection to the Service.
- 3. Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center.
- 4. Service** – The Internet Lite Service for the specific location(s) set forth in the Customer Service Order. Locations cannot be modified during the Term.

B. Internet Lite Service Description. DQE Internet Lite Service provides shared and unprotected point-to-point connectivity and access to the public Internet via DQE’s Tier 1 peering arrangements with various Internet network providers. The Customer’s interface to the data network is via a DQE Ethernet connection and through one single NID or other device. DQE’s Internet Lite Service is provided via its fiber-based Ethernet network, and can be purchased at 100 Mbps, 250 Mbps, 500 Mbps, or 1 Gbps circuits. Service area restrictions may apply and Internet speed performance may vary due to device limits, network and other factors.

DQE Internet Lite Service contains the following attributes:

- **Symmetric Bandwidth**
- **Single Path**
- **One Dynamic IP Address**
- **Bandwidth Options at 100 Mbps, 250 Mbps, 500 Mbps, or 1 Gbps**

Service will be terminated at a pre-established demarcation point or MPOE in the building within which the Customer is located, as determined by DQE. Where DQE determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer or via an installation review to determine serviceability, then (i) DQE may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order, and (ii) the installation of Service may be delayed. DQE will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after DQE can determine the amount of such charges. Customer shall have three (3) days from receipt of such notice to reject in writing the extension of the demarcation point or MPOE without liability, at which point DQE will have no further obligation to provide Internet Lite Service to Customer.

C. Internet Service – IP Address Usage. 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. BGP Peering is not supported on this product. Use of the Service by Customer for any purpose in violation of law shall constitute a default under this Agreement.

D. Customer Obligations. Customer agrees to the following:

- Customer at their own expense must provide, install, and maintain any required router, firewall and other ancillary equipment/software.
- Customer must report any detected Service or network failure as soon as possible and provide any requested information to the DQE NOC and support personnel at 877-263-8638.
- Customer shall use the Service solely for their business and shall not resell or redistribute the Service. Customer must take steps to ensure others do not gain access to the Service.
- Customer is responsible for 24x7 security of DQE Facilities and the timely return of any DQE Facilities at termination of the Service.

E. Warranty and Limitations. DQE warrants that during the Term, the Services will meet the specifications on the Customer Service Order. DQE makes no representation or guaranty of the speed and availability of the Service. Many factors affect Internet speed, and the actual speed 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 twenty-four (24) hours a day, seven (7) days per week. 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, 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.

F. Term, Termination, and Suspension.

1. **Term.** The Term of this Schedule shall commence on the Service Commencement Date, and the duration of the Term shall be set forth in the Customer Service Order. Thereafter, this Schedule shall automatically renew at the same term and rate for the same Service and bandwidth, unless either Party gives written notice of its intention not to renew this Schedule not less than ninety (90) days prior to the expiration of the Term.
2. **Termination.** DQE may terminate the Services performed under any one or more Customer Service Orders hereunder for convenience by giving at least 90 days prior written notice to the Customer.
3. **Suspension:** Customer acknowledges that DQE's Internet Lite Service is a shared bandwidth service and any excessive use of bandwidth may place a large burden on DQE's network. In the event that, in DQE's reasonable determination, Customer's usage is deemed to be excessive or more than normal, DQE has the right to limit Customer's bandwidth consumption by any means available to DQE. Furthermore, DQE reserves the right to suspend or terminate Customer's Service if Customers excessive usage becomes chronic or is critically impacting, or threatens to impact, DQE's network or servers or customers. DQE reserves the right to disconnect, reclassify Service to a higher grade, or terminate Service for not complying with any provision of this Agreement or DQE policy.