

## Service Schedule A-8: Router Equipment Lease

This Router Equipment Lease Schedule (“Lease Schedule”) is subject to, and made a part of, the Master Service Agreement (“Agreement”) 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 Router Equipment Lease:

1. **Router Equipment** – Wireless router device (e.g. Netgear AC1750 device or similar) delivered to Customer.
2. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center.

**B. Router Equipment Lease Description.** DQE Router Equipment Lease (“Lease”) is a lease offering by which DQE will supply Router Equipment to Customer for its use. DQE will supply the Router Equipment to Customer and will provide hardware maintenance and/or replacement of defective Router Equipment as part of the Lease. This Lease is only available on the DQE network using DQE Internet Lite Service.

**C. Customer Obligations.** Customer, at their own expense, is responsible for:

1. All equipment and software installation, software maintenance, and any trouble shooting pertaining to the software or use of the equipment.
2. Ensuring that the Router Equipment is connected to a surge protector in a location with proper temperature and humidity control settings.
3. Providing physical and network security measure(s) necessary to protect all equipment located on the Customer site or otherwise in Customer control and used in connection with this Lease.
4. Reporting to the DQE NOC detected and Router Equipment failures as soon as possible for assistance in replacement of equipment.
5. Providing a designated technical contact to cooperate with DQE and any requests needed to provide the support outlined below.
6. Procuring and maintaining DQE Internet Lite Service for the duration of the Lease.
7. Return of the Router Equipment to DQE within ten (10) days upon termination of the Lease.

**D. Equipment.** DQE Router Equipment supplied by DQE and delivered to Customer is only to be used in conjunction with this Equipment Lease, 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 Router 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 if it were 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 returned to DQE. Upon termination or expiration of the Lease, 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 hardware maintenance support for the Router Equipment:

1. Delivery of Router Equipment to Customer.
2. Should the Router Equipment fail at any time during the Lease, Customer is required to contact the DQE NOC to request replacement. At DQE's sole discretion, DQE will replace router equipment using commercially reasonable efforts. DQE does not guarantee replacement of equipment within any specified time frame.
3. DQE will provide the specified support of Router Equipment only during the Lease, provided that the equipment is used by Customer in compliance with these terms and conditions.
4. DQE will not provide service or support for any Customer Equipment. DQE will not provide installation, software maintenance or telephone support service for the Router Equipment.

**F. Warranty and Limitations.** DQE DOES NOT WARRANT THE ROUTER EQUIPMENT OR ANY SOFTWARE INSTALLED ON THE ROUTER EQUIPMENT. EXCEPT AS SET FORTH IN THIS LEASE SCHEDULE, THE ROUTER EQUIPMENT AND RELATED HARDWARE 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 ROUTER 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.

**G. Third-Party Services and Software.** DQE may use third party equipment and services 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.