

Service Schedule A-9: SD-WAN

This SD-WAN 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 SD-WAN 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. **Customer Profile** – Is a profile of network requirements customized for the Customer to manage the virtual paths and applications at each customer site. The profile is based upon the SOW and NOC requests.
4. **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.
5. **Network Operations Center (“NOC”)** – DQE’s network monitoring and customer call center available 24/7/265.
6. **Service** – The SD-WAN Service.
7. **Service Level Agreement (SLA)** – The service level applicable to the relevant SD-WAN Service as set out in Section D below.
8. **Software Defined Wide Area Network (SD-WAN)** – the acronym for software-defined networking in a wide area network. SD-WAN simplifies the management and operation of a wide area network by decoupling the networking hardware from its control mechanism.
9. **Statement of Work (SOW)** – Document provided by DQE detailing project-specific deliverables required to be reviewed and approved by Customer in advance of Service.

B. SD-WAN Service Description. DQE SD-WAN Service (“Service”) is the delivery of software-defined wide area network as a managed service to Customer using software orchestration. This Service includes: (i) a subscription provided by DQE to use SD-WAN software; (ii) hardware products (“SD-WAN Equipment”) provided to Customer for use in connection with the Service; and (iii) management and support of the SD-WAN network infrastructure provided by DQE and/or DQE authorized contractors.

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

1. Ensure that each Customer site is prepared to accept the DQE provided SD-WAN equipment (“SD-WAN Equipment”) to be installed by the Customer unless otherwise contracted in the DQE order form. Customer shall install battery backups and surge protectors, and provide proper temperature and humidity control for the Equipment. Customer understands that the Service may not be compatible with Customer’s existing network security configuration and Customer may be required to make changes, at Customer’s expense, for the Service to function properly.

2. 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).
3. Provide information to DQE, its subcontractors or its designated point of contact that is reasonably necessary or useful for DQE to perform its obligations.
4. Provide the necessary technical and operational information requested from DQE so DQE may generate a Statement of Work (SOW) whereby the Customer shall sign the SOW using best efforts prior to SD-WAN service implementation begin.
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 or verification of equipment power, and verification of cable connections.

D. Delivery and Acceptance. SD-WAN Equipment will be delivered to the Customer site designated in the Customer Service Order. Service shall be deemed accepted and all fees will accrue beginning upon the date the SD-WAN Equipment is turned on and is connected to the Internet (the “Service Commencement Date”). For SD-WAN Equipment delivered to Customer site but not connected to the internet within seven (7) days from date of delivery, DQE shall start billing for the Service upon the eighth (8th) day from date of delivery.

Customer shall correctly and accurately submit information to DQE as requested to verify Customer site readiness. In instances where a second or additional installation attempt is required, Customer may be charged additional fees.

E. Service Level Requirements. DQE will respond within one (1) hour of notification to Customer requests or network area events not caused by an Excused Outage (as defined below) and provide an SLA according to the following Length of Service Interruption schedule:

LENGTH OF SERVICE INTERRUPTION:	AMOUNT OF CREDIT:	
	High Availability Option	Standard Option
Less than 4 minutes	None	None
At least 4 minutes but less than 4 hours	5% of Total MRC	None
At least 4 hours but less than 8 hours	10% of Total MRC	None

At least 8 hours but less than 12 hours	20% of Total MRC	None
At least 12 hours but less than 16 hours	30% of Total MRC	None
At least 16 hours but less than 24 hours	40% of Total MRC	None
At least 24 hours or greater	50% of Total MRC	10% of Total MRC

“Length of Service Interruption” refers to a period of time that the service fails to perform its primary function and commences upon designation as a service interruption by the DQE NOC within the ticketing system. Customer will receive high availability or standard credits depending upon the level of service outlined in the applicable Customer Service Order.

In the event that the DQE does not repair the Service within the specified time, the Customer will be eligible for a service credit equal as specified above for the affected service location(s) in the particular month, with a maximum of one credit per day per site and capped at 50% of that MRC per month 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 cannot be applied to MRC for any other services obtained through DQE.

An “Excused Outage” is an outage caused by: (a) a Force Majeure event as defined in the Master Service Agreement; (b) Customer’s act or omission; (c) Customer’s failure to promptly notify DQE of any failure of the Service; (d) Customer’s initiated changes to the customer’s SD- WAN network or architecture or configurations or applications; (e) the configuration, failure, change or malfunction of non-DQE equipment ,systems, or security services or non-DQE Internet or transport service; (f) scheduled maintenance or planned enhancements or upgrades; (g) intentional shutdowns initiated for emergency intervention during security related incidents; (h) DQE not given reasonable access to premises, (i) DQE finds no trouble; (j) trouble ticket is not opened during the outage; or (k) network performance degradation or failure due to incorrect bandwidth or IP addresses selection by Customer or failure of connectivity.

F. Equipment. Customer acknowledges the following:

1. 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 SD-WAN Edge equipment that needs to be replaced for not being in working order, DQE shall provide next business day equipment replacement when DQE makes the decision at its sole discretion by 4:00pm EST. 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 this 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 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.

2. DQE will furnish service and support of DQE provided SD-WAN Equipment only during the Terms of Service, provided that the SD-WAN Equipment is used by Customer in compliance with these terms and conditions.
3. DQE will not provide service or support for any of Customer's own 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 and DQE shall charge a consulting fee for this non-DQE equipment related trouble call.
4. Customer is not authorized to disable or defeat any capacity-limiting features of the SD-WAN Equipment or otherwise use the SD-WAN Equipment at a greater capacity rate than the rate purchased by Customer.
5. Customer may not return SD-WAN Equipment without the prior approval and specific instructions from DQE.

G. Service and Support. DQE will provide service and support for the SD-WAN 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.
2. 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, Customer software, or Customer application Support.
3. 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 the SD-WAN network including the SD-WAN Equipment provided to Customer by DQE.
4. Customer shall use best efforts prior to calling the DQE NOC to determine if any Service problems are related to Customer's own equipment or if applicable, non-DQE Internet service. Customer shall be solely responsible for any issues related to Customer's equipment or non-DQE Internet service. In instances where DQE troubleshooting uncovers an issue or cause related to Customer's equipment or non-DQE Internet service, an additional troubleshooting charge will be incurred.

H. SD-WAN Equipment Administration. DQE will retain all administrator rights and change privileges for DQE provided hardware and software delivered under the Service.

I. Change Management. Post installation, Customer may initiate network change site profile change requests via the DQE NOC ("Profile Change Requests"). Customer requested changes to the Service or the Customer Profile after initial setup may result in additional charges. DQE shall make reasonable efforts to respond to any change requests.

Any Standard Profile Change Requests shall be performed during normal business hours 8am to 5pm Monday – Friday (excluding holidays) and at DQE's discretion. The change requests shall be put in a cue and when completed, customer shall be notified. A "Standard Profile Change Request" is any profile change request that

requires less than ½ hour in duration or less to complete. For change requests outside of normal business hours or that require more than ½ hour, Customer will be charged an additional five hundred dollars (\$500) per hour with a minimum two hour requirement per event or a new SOW is generated that shall be signed by Customer prior to work begin at DQE's sole discretion.. After the initial two hour minimum requirement, Customer will be charged in one hour 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.

With the exception of pre-approved changes in a DQE Customer Service Order, the Customer shall request changes by an Authorized Contact by calling into the DQE NOC. A Customer NOC contact constitutes approval by Customer to be billed for the change request at the hourly rates described above. DQE shall notify Customer when the change request has been completed. Each change request shall include: (a) name of Customer; (b) description of change; (c) reason for change; (d) location address; (e) requested date/time of change; and (f) 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 or optional service. Professional services and optional services may include, but are not limited to, equipment installation, high availability, WAN acceleration, network integration, network assessment, technical consulting, and assisting other vendors at the request of Customer. Additionally, any change requests in excess of five per site in a 60 day period shall be charged an additional fee per additional profile change.

If Customer changes the configuration information prior to deployment, a configuration change charge shall be incurred and Customer may be requested by DQE at its discretion to sign a new Statement of Work (SOW).

- J. 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 SD-WAN Service. 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.
- K. Warranties and Limitations.** DQE warrants that the Service will meet the specifications on the Customer Service Order and Statement of Work. 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 50% 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 SD-WAN Service is predicated on the accuracy and timeliness of Customer's response to DQE's request for information and upon Customer's authorization of the Statement of Work. 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, any material changes to Customer's environment that would render such information inaccurate, or any delays in Service due to delays for non-DQE provided Internet service.

Customer acknowledges that DQE is relying on Customer's configuration information in order to provide 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 configuration information. This includes any resulting loss or damage due to network changes at Customer's request which could result in changes to Customer's network security measures.

In order to maintain the SD-WAN Service, Customer acknowledges that DQE may change the features of the SD-WAN Service and may change the SD-WAN Equipment and/or applicable software, at its discretion at any time. Such change may interrupt the Service. DQE will use commercially reasonable methods to inform Customer in advance of any such changes.

- L. 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. To the extent that any products or Services provided under this Schedule are governed by any third party terms (e.g. end user license agreements, etc.), then such terms shall be in addition to the terms of this Agreement and Customer shall be responsible for complying with those terms.
- M. Required Internet Service.** Customer is responsible for connectivity at all Customer's Service Location(s) in order for Customer to utilize the SD-WAN Service. In order to obtain the SD-WAN Service, Internet must be either (a) already existing at the Customer Service Location; (b) ordered from DQE in a separate Customer Service Order; or (c) ordered by Customer from a third party service provider;. If the underlying connectivity is terminated at a Customer Service Location or unavailable for any reason at any time, the SD-WAN Service will be inoperable. Customer will continue to be liable for the term of the SD-WAN Service through the term agreed to in the applicable Customer Service Order.

If connectivity at a Service Location suffers from degradation or is unavailable at any time for any reason, then the SD-WAN Service at such Service Location may be degraded or inoperable. DQE SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE. Non-DQE provided Internet service failure(s) are not within the scope of the Service and Customer must resolve directly with the applicable Internet service provider.



For Customers obtaining Internet service from non-DQE Internet service providers, DQE may require additional information to enable DQE to plan and assign SD-WAN Equipment delivery and SD-WAN Service availability dates. If Customer does not order Internet service for locations that have no connectivity within five days of receiving pre-configuration sign-off, or does not provide the required information for non-DQE Internet service to DQE within three (3) business days of receipt, or provide notice of delayed or cancelled non-DQE Internet service within 24 hours of Customer receiving that information, and DQE incurs additional expense, Customer shall be responsible for this additional expense in addition to a 20% management charge.