INTERNET

STANDARD INTERNET

1. **SERVICE DESCRIPTION.** DQE "Internet Service" provides point-to-point connectivity and access to the public Internet through a single NID connecting you our network and installed at your location. Internet speed performance may vary due to device limits, network and other factors. Locations cannot be modified during the Term. Your use of the Internet Service is also governed by DQE's Acceptable Use Policy, which is incorporated herein by reference.

2. **SERVICE INSTALLATION.** You agree to allow DQE and its agents to enter your property at reasonable times for the installation of DQE Equipment and Services. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner to allow us to perform the installation activities. In addition, you agree to supply us, if we ask, the owner's name, address, and phone number and evidence that the owner has authorized you to grant access to us and our agents to the premises. Where DQE determines that: (i) an installation survey is required to determine serviceability; or (ii) it is necessary to install additional network facilities to reach you, then (a) DQE may charge you additional non-recurring charges or monthly recurring charges not otherwise set forth in the Sales Order, and (b) the installation of Service may be delayed. DQE will provide notice to you of any additional charges as soon as practicable. You shall have three (3) days from receipt of such notice to reject in writing the extension of facilities without liability, at which point DQE will have no further obligation to provide Services to you.

3. **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. You acknowledge that use of the Internet Service does not give you any ownership or other rights in any IP addresses provided to you.

4. **WARRANTY AND LIMITATIONS.** 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 you 24 hours a day, 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 you, Customer equipment, or by a Force Majeure Event shall not constitute a failure by DQE to perform its obligations under this Service Schedule.

5. **RISKS OF INTERNET ACCESS.** Use of DQE's Internet Service presents certain risks for which the DQE cannot be responsible, including without limitation:

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A. **Computer File Backup.** You understand and accept the risks if you decide not to back up files. Neither DQE nor its service providers shall have any liability whatsoever for any damage to or loss of any software, files, or data.

B. **Viruses.** Websites visited or data received through the Service may contain viruses. It is your sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files and data. DQE may, but is not obligated to, run third party virus check software on your computer prior to installing software related to the Service. DQE does not represent or warrant that doing so will detect or correct any or all viruses. DQE may, but is not required to, suspend or terminate availability of the Service if a virus is found to be present on any user's system or in any communications sent or received through the Service.

C. **Unauthorized Access to Your Computer and Files.** Inherent in Internet access is the risk that unauthorized persons will use your Service or gain access to your computer and to the software, files, personal information and other data stored or transmitted by you, install a "bot" on or otherwise "hijack" your computer or harm or misappropriate your computer, systems and files in some other way. Usage of the Service is at your sole risk, and you are responsible for the security of your computer, equipment, information and data traffic. DQE shall have no liability whatsoever if third parties intercept data transmissions by or to you or otherwise gain access to or misuse your computer, other equipment, files or account.

D. **Eavesdropping and Customer Equipment Security.** The public Internet is used by numerous persons or entities including, without limitation, other subscribers to our Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access or monitor your use of the Services. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. You acknowledge that when using the Services there are certain applications and techniques that may be used by other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Services, including without limitation any data stored on such equipment. NEITHER DQE NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU OR OTHERS, THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warrant regarding the effectiveness of these programs.

E. **Exposure to Inappropriate Content.** There may be content available through the Internet which is illegal, violates third party property or other rights or is offensive. DQE is not responsible for the content contained on the Internet or otherwise available through the Service. DQE shall not be liable for any claims, losses, actions, damages, suits or proceedings arising out of, or otherwise relating to, such content.

6. **SUSPENSION.** You acknowledge that DQE's Internet 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, your usage is deemed to be excessive or more than normal, DQE

has the right to limit your bandwidth consumption by any means available to DQE. Furthermore, DQE reserves the right to suspend or terminate your Service if your 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. DQE reserves the right to take actions to protect the security and integrity of the DQE Network that are consistent with applicable law. These actions may affect your Service, your computer, software, files, personal information and other data stored or transmitted by you.

DEDICATED INTERNET

1. **SERVICE DESCRIPTION.** DQE "Dedicated Internet Access" (DIA) is a dedicated Layer 3 Internet connectivity service delivered over DQE's privately owned and operated fiber network. The service provides symmetrical, uncontended bandwidth with predictable performance to support business-critical applications. DQE provides point-to-point connectivity and access to the public Internet through a single NID connecting the Customer to DQE's our network.

2. **TECHNICAL SPECIFICATIONS.** The standard technical specifications of Dedicated Internet Service are as follows:

Dedicated Internet	
Packet Delivery	**SLA Credit**
Symmetrical Bandwidth	Standard
Dedicated Bandwidth (CIR)	100% CIR of PIR
SLA – Availability	99.99%
SLA – Packet Loss	<0.001%
SLA – Latency	<11 ms
Customer Web Portal Access	Standard
IPv4 IP Addressed – Standard	/30 (2 Usable)
IPv6 Addresses	/48 (2^80 Usable)
BGP Peering	Optional
DQE Upstream Router Redundancy	Dual
Redundant Customer Premise Switch	Optional

3. **DEFINITIONS.** The following definitions shall apply to Dedicated Internet Services:

   A. **Availability** – The amount of time (often presented as a percentage) that a service is available to the Customer (i.e. unaffected by a Service Outage).

   B. **Committed Information Rate (CIR)** – Refers to bandwidth provisioned to a service that is reserved across the DQE network without any oversubscription. The Customer's CIR bandwidth level is dedicated and always available to the service without contention from other network traffic.

C. **Excess Information Rate (EIR)** – Refers to bandwidth provisioned to a service that is not reserved across the network, but allows a service to burst above the Committed Information Rate.

D. **Latency** – The measure of the average one-way network delay of the Ethernet frames that transit the DQE network and are delivered by DQE via the intended On-Net service in a calendar month.

E. **Off-Net Service** – Any service which does not meet the definition of On-Net.

F. **On-Net Service** – A service in which all Customer locations of the service are provisioned entirely on DQE-owned facilities and does not include any Third-Party Services (as defined herein).

G. **Packet Loss** – The measure of the average number of Ethernet frames undelivered by DQE via the intended On-Net service in a calendar month.

H. **Subscribed Level** – Amount of bandwidth for which a customer is contracted for a given service, as stated on the Service Order.

I. **Type II Service** – Metro Ethernet Service in which a third-party service provider is utilized to provide the connectivity to the customer premise/site, due to being outside DQE's service footprint.

J. **Unprotected Service** – An Internet service that does not include a protection scheme that allows for the rerouting of traffic upon a fiber cut or equipment failure. Services that are unprotected will be specifically stated as such on the applicable Service Order.

K. **UNI** – The **User to Network Interface** port, typically located at a customer's premise, common telecommunications facility or meet-me-point, connecting the Customer to DQE's network.

4. IP ADDRESS ALLOCATION.

A. **ARIN.** For Internet service, public IP addresses will be provided in accordance with American Registry 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 other Internet policies, which includes the option to renumber or reassign public IP addresses administered by DQE. Use of the Services by Customer for any purpose in violation of law shall constitute a default under the Agreement. You acknowledge that use of the Internet Service does not give you any ownership or other rights in any IP addresses provided to you.

B. **IPv4 IP Address Assignments.** Customer acknowledges that due to the scarcity of IPv4 prefixes, the ARIN requires that DQE receive from Customer written justification (utilizing the standard DQE IP Justification Form) for IPv4 prefix IP address assignments prior to IPv4 prefix assignment. Customer must justify Customer's IP Address assignment by demonstrating that Customer has an immediate requirement for twenty-five percent (25%) of the IPv4 addresses being requested and a plan to utilize fifty percent (50%) of the requested assignment within one year of allocation. Customer's predicted or anticipated customers shall not be sufficient to establish Customer's need. Customer must efficiently utilize all previous allocations and at least 80% of their most recent allocation at the time of request in order to receive additional space.

C. **IPv6 IP Address Assignments.** Customer shall not be required to justify receipt of IPv6 prefix IP address assignments; provided, however, that if limitations on IPv6 are imposed by ARIN or its successor in administrating IP addresses, IPv6 IP addresses shall be subject to such limitations.

D. **IP Address Reclamation.** DQE may, at its discretion, reclaim all IPv4 and IPv6 assignments at any time upon sixty (60) days' written notice and shall reallocate a smaller number of IPv4 and IPv6 assignments.

5. **SERVICE LEVEL REQUIREMENTS.** DQE's service level agreements ("SLA") focus on three key areas – Availability, Packet Loss, and Intra-Metro Latency (Delay).

A. **Availability.** The Availability service level commitment Dedicated Internet Service is 99.99%. Service is "Unavailable" (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic, or pass traffic efficiently. Service Unavailability is calculated from the timestamp when Customer calls in a ticket to the DQE NOC or opens a ticket via the DQE Customer Control Center until the time the service is confirmed restored. If credits are due under this SLA, no other SLAs apply to the same event.

DQE Availability SLA Credit Formula	
Cumulative Unavailability (hrs:mins:secs)	**SLA Credit**
00:00:05 to 00:04:30	N/A
00:04:31 to 00:30:00	5%
00:30:01 to 02:00:00	20%
02:00:01 to 05:00:00	30%
05:00:01 to 24:00:00	50%
24:00:01 to 48:00:00	75%
48:00:01 or greater	100%

B. **Packet Loss.** The Packet Loss service level commitment for Dedicated Internet Service is 0.001%. Packet Loss is the average number of Ethernet frames undelivered by DQE to the intended on-net destination in a calendar month.

DQE Packet Loss SLA Credit Formula	
Packet Delivery	**SLA Credit**
99.998% to 99.900%	5%
99.899% to 98.000%	10%
97.999% to 95.000%	50%
94.999% or less	100%

C. **Delay (Intra-Metro Latency)**. The Latency service level commitment for Dedicated Internet Service is less than 5 ms. Latency is the measure of the average one-way network delay of frames that transit the DQE network and are delivered by DQE to the intended on-net destination in a calendar month.

DQE Latency SLA Credit Formula	
Latency SLA	**SLA Credit**
5 ms to 10 ms	5%
10 ms to 15 ms	50%
15 ms or greater	100%

D. Service Level Credits. In the event that DQE does not achieve a particular Service Level in a given month, for reasons other than an Excused Outage (as defined below), DQE will issue a credit to Customer as set forth in the applicable Service Level table above, upon Customer's request. To request a credit, Customer must contact DQE's Customer Service by calling toll free in the U.S. and Canada 1-866-GO-FIBER or delivering a written request within thirty (30) days of the end of the month for which a credit is requested. An "Excused Outage" is an outage caused by: (a) any act or omission of the Customer or its end-user customers, or their representatives, contactors, agents, authorized invitees, successors or assigns: (b) the configuration, failure or malfunction of non-DQE equipment or systems; (c) scheduled maintenance or planned enhancements or upgrades to the DQE network; (d) DQE not being given reasonable access to the premises; (e) Customer exceeding the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Service Order; or (f) a Force Majeure Event as defined in the Online Terms and Conditions.

E. Escalation Process. In the event that Customer becomes aware of a network failure, Customer will contact DQE's NOC, and DQE will respond within (1) hour. If Customer receives no response within one (1) hour, Customer shall utilize the escalation process provided to Customer.

F. Termination. If Customer has qualified for credits for any single service in excess of a total of sixty (60) days recurring charges in any continuous twelve (12) month period, following thirty (30) days advanced written notice, Customer may terminate the applicable Dedicated Internet Customer Service Order with no additional obligations. Qualified credits are defined as issues with service availability, latency, jitter and documented via a DQE Network Operations Center Trouble Ticket. The termination right must be exercised within sixty (60) days of the event giving rise to it.

6. WARRANTY AND LIMITATIONS. DQE warrants that during the Term, the Services will meet the specifications on the Customer Service Order. If the Services fail to meet such specifications, DQE will provide support and maintenance to Customer in accordance with the SLAs set forth herein. Each 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 Services 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 SERVICES 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 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.

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 the Agreement.

7. **THIRD PARTY SERVICES.** If Customer requests Services that require DQE to procure services from a third party ("Third Party Provider" or "Type II Provider") on behalf of Customer ("Third Party Services" or "Type II Services"), DQE agrees to provide such Third Party Services subject to the following to which Customer acknowledges and agrees: (a) the Third Party Services will be provided by a Third Party Provider; (b) the Third Party Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to DQE (i.e., the standard DQE SLA does not apply); (c) any rights, remedies, outage credits, or other service-specific terms that the Customer may have or be entitled to under the Agreement are limited to the same terms that DQE has in place with the Third Party Provider; (d) the costs for the Third Party Services will be incorporated into the Service Fee and Installation Fee set forth in the applicable Service Order; (e) if DQE purchases Third Party Services pursuant to Third Party Provider's applicable tariff, Customer is responsible for any additional charges imposed on DQE; and (f) if the Customer cancels or terminates for its convenience, any Service which includes a Third Party Service prior to the conclusion of the Service Term, then the Customer will pay any and all cancellation or early termination charges and related costs that DQE actually incurs for the cancellation or termination of such Third Party Services, plus any charges remaining under the Agreement. Third Party Providers may require Customer to provide, at Customer's sole cost and expense, conduit access or extension of demark to Customer's facility to enable installation of Third-Party Services.

HIGH AVAILABILITY INTERNET

1. **SERVICE DESCRIPTION.** DQE "High Availability Internet" is a Dedicated Internet Access service with enhanced reliability. These solutions are engineered to minimize single points of failure by incorporating redundant network paths, equipment, and service configurations tailored to the Customer's operational requirements. **This High Availability Internet Service Schedule incorporates by reference the terms and conditions of the Dedicated Internet Service Schedule.**

2. **SERVICE TYPES.** High Availability Internet service types include:

   - **Dual Fiber Path:** DQE provides a single circuit with two (2) diverse fiber paths to a single Customer NID.

   - **Dual Service:** DQE provides two independent circuits, each with its own dedicated NID and fiber path.

   - **Multiport Service:** DQE provides two independent circuits, each with its own dedicated NID and fiber path, within a single IP subnet and shared layer 2 domain.

SCALABLE BANDWIDTH

1. **SERVICE DESCRIPTION.** Where available, Customer may periodically increase the level of bandwidth it desires to use through either **Dial-Up Bandwidth** or **Burstable Bandwidth**.

2. **DEFINITIONS.** The following definition shall apply to these options:

   A. **95th Percentile Calculation** – The calculation method used to measure bandwidth usage for services which specify the Burstable scaling option. Samples of average bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next remaining highest sample is chosen to represent the 95th percentile calculation for that given month.

3. **DIAL-UP BANDWIDTH:** This option allows customers to temporarily increase their bandwidth up to a maximum of the UNI capacity. Under this option, the Customer will be able to modify its bandwidth for such services by accessing the DQE Control Center Page (CCC) located at ccc.dqecom.com and choosing the scalability feature for the DQE product for which the Customer desires to modify its bandwidth. The additional bandwidth is provisioned as EIR. Customer represents and warrants that it will distribute its DQE CCC access (username/password) only to those employees authorized on behalf of Customer to modify Customer's bandwidth level. Through use of the Dial-Up feature, Customer shall be able to agree, by pressing an appropriately labeled key, to modify its level of bandwidth, provided that Customer shall not be permitted to decrease its bandwidth below the amount set forth on the applicable Customer Service Order. Customer hereby agrees that each time it presses the appropriately labeled key to invoke the Dial-Up scalability feature; it will pay the appropriate Service Fee, until such time, if any, that Customer again changes its bandwidth. Additional bandwidth is billed on a per day per Mbps basis. The standard Service Fee for invoking this feature is detailed below, and applies unless specified otherwise on the applicable Service Order. For purposes of computing the fee for the scalability feature only, a day is defined as any twenty-four (24) hour period or portion thereof. As consideration for having the ability to quickly modify bandwidth using the scalability feature, Customer waives any right it may have to a written amendment documenting the Parties' agreement to modify Customer's bandwidth or documenting Customer's obligation to pay the applicable Service Fee.

4. **BURSTABLE BANDWIDTH:** This option allows customers traffic to burst above and beyond the Subscribed level, when the traffic dictates that it is needed. The service is provisioned above the Subscribed level with additional EIR to reach a Peak Information Rate (PIR). On a monthly basis, the 95th Percentile Calculation is used to determine if the Customer utilized the burstable bandwidth in a manner that results in additional charges. The resulting 95th Percentile Calculation is compared to the Subscribed service level. The amount of which the 95th Percentile Calculation is greater than the Subscribed Level is then compared to a Standard Rate Chart published by DQE in order to determine additional charges on a per Mbps per month basis. The Standard Rate Chart applies, unless specified otherwise on the applicable Service Order.