



CYBER ATTACK PROTECTION PLAN SCHEDULE

This Cyber Attack Protection Plan (CAPP) Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement (“DMSA”) between PNG Telecommunications, Inc. d/b/a Powernet (“Powernet”) and (“Customer”) dated .

1. Scope. Powernet shall provide Cyber Attack Protection Plan (CAPP) service powered by Guard Street Partners, LLC, an ongoing external vulnerability scanning service for business customers with a participation in Enterprise Cyber Liability Program through North American Data Security Risk Purchasing Group for insurance.. CAPP Service (“Services”) powered by GuardStreet, is designed to protect the small to mid-size business proactively and provide reactive assistance and insurance to Customer if needed as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders and Attachments.

2. Term. The initial term of this Service is specified in the Service Order. When Powernet makes Customer’s Service available, Powernet will send a notice confirming Customer’s Service availability and the Service Order Term shall commence upon the sending of such notice by Powernet. Upon the expiration of any initial Service Order Term, the Service Order Term will automatically renew for succeeding terms of one (1) month under the terms and conditions of the Service Order and this Agreement at the then current rates for such Service until terminated by either party on thirty (30) days notice. This Schedule will continue to govern the parties’ duties and rights with respect to any succeeding term or until all Service Orders are terminated as permitted by this Schedule or the DMSA.

3. Description of Services. A monthly external vulnerability scanning for business customers. (i) The scans look for security holes or misconfigurations on the customers’ networks to proactively find changes or weaknesses in their ever-changing network environment. (ii) Remediation is not included, but can be provided by Powernet and sold in addition to this product. (iii) In addition to the monthly scanning service, this product provides business customers a membership to participate in the North American Data Security Risk Purchasing Group for Cyber Liability insurance. The Enterprise Cyber Liability Program protects businesses for the cost of an actual or suspected violation of privacy regulation due to a security breach that results in the unauthorized release of protected personal information which is any private, non public information of any kind in the merchants care, custody or control.

4. Provisioning of Service. Service is available immediately to the Customer once a (9) nine digit Membership ID is created and services are established within the Guard Street organization. Cyber liability insurance coverage, through North American Data Security Risk Purchasing Group is available after thirty (30) days of first payment and account creation.

4.1. Powernet will submit enrollment information to Guard Street on behalf of the Customer. Guard Street will validate the enrollment information and submit a nine (9) digit Membership ID to Powernet for each associated to Customer. All enrollment information will be sent to Customer with the approval from Guard Street into the program by Powernet, as part of the Welcome Package.

4.1.1. Guard Street services are only available in the United States.

5. \$100,000 Enterprise Cyber Liability Program. Customer will receive a Client membership and be able to participate in the North American Data Security Risk Purchasing Group which includes the coverage below. Client is not able to sell insurance through this program. The Enterprise Cyber Liability Program protects businesses for the cost of an actual or suspected violation of a privacy regulation due to a security breach that results in the unauthorized release of protected personal information which is any private, non-public information of any kind in the merchants care, custody or control. The Enterprise Cyber Liability Program is facilitated through the North American Data Security RPG (named insured on master policy), a risk purchasing group which is registered in all fifty (50) states and the District of Columbia. The master policy is underwritten by AXIS Insurance Company, an A+ rated insurance carrier by AM Best. Powernet has no involvement with any claims, questions and or issues with this insurance policy. This is supported and provided solely by North American Data Security Risk Purchasing Group. Located at <http://www.royalgroupservices.com/ecl/>.

5.1. POLICY DETAILS

5.1.1. Limit of Liability: \$100,000 (annual aggregate)

5.1.2. Master policy - admitted - claims made policy form

5.1.3. No aggregate limit on master policy

5.1.4. Zero retention

5.1.5. Coverage territory is worldwide

5.1.6. Claim reporting requirement - within 60 days upon becoming aware of a suspected or actual breach

5.1.7. Ineligible businesses: -Businesses that process greater than 6mm payment card transactions annually with a card brand (i.e. VISA) or; a business that has experienced a breach of payment card data, or; deemed Level 1 by a card brand

5.1.8. COVERAGE DETAILS

5.1.8.1. Coverage begins thirty (30) days from customer enrollment, unless an API is established with the provider and in that case, coverage will begin as soon as the provider receives the customer information.

5.1.8.2. Civil proceeding or investigation including requests for information for an actual or alleged violation of any privacy regulation (PII data) brought on behalf of any federal, state, or foreign governmental agency including:

- Defense & settlement or judgment
- Regulatory fines & penalties (including PCI)

- Mandatory forensic examination

5.1.8.3. PCI re-certification services to re-certify compliance with PCI Security Standards

5.1.8.4. Crisis management and fraud prevention expense: Including: Call Center; Notification; Forensics; Credit Monitoring; Public Relations and Associated legal expenses

5.1.8.5. Sub-limits apply: Ransomware - \$10,000; Telecommunications Theft - \$10,000 ; Social Engineering Fraud - \$10,000; Credit monitoring ;Theft Coverage - \$100,000.

5.2. The specific terms, conditions, limitations and exclusions that will govern in the event of loss can be viewed at: <http://www.royalgroupservices.com/ecl/>. Customers may print their Certificate of Insurance using their customer number and receive access to claim reporting.

5.3. A claim or potential claim must be reported as soon as practicable but within sixty days (60) of first knowledge. The customer will provide notice of a claim as indicated in the web portal (<http://www.royalgroupservices.com/ecl/>) in addition to required notices under the applicable insurance policy. If a timely report is not made to the insurance company through the portal, then Guard Street's benefit provider reserves the right not to provide certain reimbursement under the Program.

5.4. Without cause upon thirty (30) days written notice to the Customer, Powernet via Guard Street may remove the Enterprise Cyber Liability Program should a notification be received from North American Data Security Risk Purchasing Group to terminate the program.

6. Charges and Rates. All charges for Services, including recurring charges and/or any monthly minimums are specified in the Service Orders and Attachments.

6.1. Installation and Non-recurring Charges. Installation and any non-recurring charges shall be specified in the Service Orders or Attachments.

6.2. Rate Change. Powernet reserves the right, upon fourteen (14) calendar day's prior written notice to Customer, to modify any of the Services, rates, promotions or charges described in this Schedule for those subscriptions and/or hardware's ordered after the effective date of rate change.

7. Disclaimer of Warranties. Customer assumes total responsibility for use of the service and the internet and accesses the same at its own risk. Powernet exercises no control over and has no responsibility whatsoever for the content accessible or actions taken on the internet and Powernet expressly disclaims any responsibility for such content or actions. Except as specifically set forth herein, the service and related software provided by Powernet, if any, are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, merchantability or fitness for a particular purpose. No advice or information given by Powernet, its affiliates, contractors, agents or their respective employees shall create a warranty.

8. Changes: Customer acknowledges that GuardStreet may change the Cyber Attack Protection Plan Service, at its discretion at any time. Such change may interrupt Customers CAPP Service.

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Powernet Initials

Customer Initials

Date

Date