



## BEYOND WIFI SERVICES SCHEDULE

This Beyond Wifi Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and Customer. Powernet reserves the right to change these terms and conditions from time to time. Posting of the updated Schedule will constitute notice to you of any such changes. Changes will be effective upon posting. Customer remains responsible for regularly reviewing these terms and conditions. Customer's continued use of the Services after the date of such changes constitutes Customer's acceptance of and agreement to such changes

1. **Scope.** Powernet shall provide Internet access, marketing platform and end user usage analytics services to deliver a customized end user experience; a Beyond Wifi Service ("Services") powered by GoZone to Customer 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 to Customer 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.

2.1 **Early Term.** Customer is purchasing the Service for the full term, meaning that if Customer attempts to disconnect Service prior to the end of the applicable term or Powernet terminates the Service due to a breach of this Agreement, Customer is responsible for all charges relating to the then -current term, including unbilled charges, all installation costs, a disconnection fee, if applicable and the monthly charges for all of the remaining months in the term, all of which will immediately become due and payable. If Customer cancels service proper to the Effective Date, Customer will be responsible to pay cancellation recovery fee, all installation costs and any disconnection fee, if applicable.

3. **Description of Services.** Consists of Internet access, marketing platform and end user usage analytics services to deliver a customized end user experience.

4. **Provisioning of Service.** Delivery dates are estimates only and are not of the essence. The start date/ effective date of service shall be the earlier of (i) the date service is made available by Powernet. In no event will the untimely installation or non-operation of Customer-provided facilities, services or equipment relieve Customer of its obligation to pay charges for the Services as provided in this Agreement. Equipment is solely for the purposes of accessing and using the Service during the service period purchased by Customer.

5. **Customer Use of the Services.** All use of the Service shall comply with GoZones published Anti-Spam policy located at <https://www.gozonewifi.com/policies/antispam/>. Customer agrees to defend, indemnify and hold harmless Powernet, its affiliates, and contractors from any and all liabilities, costs and expense, including reasonable attorneys' fees, arising from or related to use of the Service by Customer or Customer's Users. Any violation of the Anti-Spam policy or conduct that Powernet, in its reasonable discretion, believes may subject Powernet to civil or criminal litigation or liability, charges and/or damages will be considered to be a breach of this Agreement and for which Powernet may suspend service as outlined in the DMSA. If Powernet suspends the Service pursuant to this Section, Powernet may require a reinstatement fee in order to resume Service.

5.1. **Customer Owned Data.** All data uploaded by Customer to the Service remains the property of the Customer, as between Powernet/GoZone and Customer. Customer grants Powernet/GoZone the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, customer may use any end user data collected by the Service through the Customer's guest's use of the Service, for purposes of marketing functions, integrating with third party systems, analytics, and other business purposes, so long as such use is in accordance with GoZone's Anti SPAM policy, located above or <https://www.gozonewifi.com/policies/antispam/>. Customer may export its Customer and Guest Data as allowed by functionality in the service.

5.2. **Access and Usage.** Customer may allow its employees or contractors to access the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

5.3. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Powernet/GoZone promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's user guide, applicable law, and in accordance with GoZone's Reasonable Use Policy, located at <https://www.gozonewifi.com/policies/reasonable-use/>

5.4. **Service Features.** Powernet/ GoZone may change the features and functionality of the Service at any time without notice to Customer.

5.5. **Feedback.** If Customer provides feedback or suggestions about the Service, then Powernet/GoZone (and those it allows to use its technology) may use such information without obligation to the Customer.

6. **Charges and Rates.** All charges for Services, including recurring charges and any monthly minimums are specified in the Service Orders and Attachments. All charges for Services will be charged in advance and prorated from the effective date.

6.1. Installation and Non-recurring Charges. Installation and any non-recurring charges shall be specified in the Service Orders or Attachments. If Customer terminates the Service request prior to the Start of Service Date, Customer agrees to pay for all costs for pre-engineering and other installation efforts undertaken on behalf of Customer.

6.2. Service Appointment Charges. Customer shall be liable for payment of charges reasonably incurred by Powernet for a service appointment if the reason for the service appointment is not due to Powernet Service or Equipment. Customer shall also be liable for payment of charges reasonably incurred by Powernet including but not limited to: (i) charges due to Customer request to expedite Service availability to a date earlier than the date in a Service Order; (ii) charges due to Customer request to change an installation date to a date other than in a Service Order; (iii) changes to a Service Order after Powernet acceptance; (iv) expense incurred for Service redesign or modification; (v) reinstallation charges following any suspension of Service by Powernet; and (vi) disconnection charges, if applicable.

6.3. 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 services 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. Data Security Measures

8.1. Security Measures. In order to protect Customer's Confidential Information, Powernet/GoZone: (i) implements and maintains all reasonable security measures appropriate to the nature of the Confidential Information including, without limitation, technical, physical, administrative, and organizational controls, and will maintain the confidentiality, security, and integrity of such Confidential Information; (ii) implements and maintains industry standard systems and procedures for detecting, preventing, and responding to attacks, intrusions, or other systems failures and regularly tests, or otherwise monitors the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designates an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Customer's Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks (collectively, **Security Measures**).

8.2. Notice of Data Breach. If Powernet/GoZone knows that Customer Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Powernet/GoZone will promptly alert Customer of any such data breach, and immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the data breach. Powernet/GoZone will give highest priority to immediately correcting any data breach, and will devote such resources as may be required to accomplish that goal. Powernet/GoZone will provide Customer with all information reasonably necessary to enable Customer to fully understand the nature and scope of the data breach. To the extent that Customer, in its sole reasonable discretion, deems warranted, Customer may provide notice to any or all parties affected by any data breach. In such case, Powernet/GoZone will consult with Customer in a timely fashion regarding appropriate steps required to notify third parties. Powernet/GoZone will provide Customer with information about what Powernet/GoZone has done or plans to do to minimize any harmful effect of the unauthorized use or disclosure of, or access to, Confidential Information.

## 9. Property.

9.1. Reservation of Rights. The software, workflow processes, user interface, designs, and other technologies provided, created and owned by GoZone as part of the Service are the proprietary property of GoZone and its licensors, and all right, title, and interest in and to such items, including all associated intellectual property rights, remain only with GoZone. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. GoZone reserves all rights unless expressly granted in this agreement.

9.2. Restrictions. Customer *may not*: (i) sell, resell, rent, or lease the Service or use it in a service-provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes.

9.3. Aggregated Data. During and after the term of this agreement, Powernet/GoZone may use and owns all anonymized, aggregated data within the Service for purposes of enhancing the Service, statistical analysis, technical support, and other business purposes.

9.4. API. Powernet/GoZone may provide access to its application-programming interface (**API**) as part of the Service. Subject to the other terms of this agreement, Powernet/GoZone grants Customer a non-exclusive, nontransferable, terminable license to interact only with the Service as allowed by the API and as set forth below:

9.4.1. Customer may not use the API in a manner that exceeds Customer's purchased call volume or that otherwise exceeds a reasonable call volume if Customer has not purchased a specific amount. If this occurs, GoZone can charge for, suspend or terminate Customer's access to the API on a temporary or permanent basis.

- 9.4.2. Powernet/GoZone may change or remove existing endpoints or fields in API results upon at least 30 days notice to Customer, but Powernet/GoZone will use commercially reasonable efforts to support the previous version of the API for at least 6 months.  
Powernet/GoZone may add new endpoints or fields in API results without prior notice to Customer.
- 9.4.3. The API is provided on an AS IS basis. Powernet/GoZone has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.

- 10. Acceptable Usage Policy Changes: Customer shall use the Services for lawful purposes and to conduct business. Customer is responsible for adhering to Powernet's Acceptable Use Policy ("AUP") while using the Service, the terms of which are made available for viewing over the Internet at [www.powernetco.com](http://www.powernetco.com) and are incorporated by reference herein. Customer shall assure that its employees, agents, contractors, licensors, customers and suppliers also abide by Powernet's AUP. Customer agrees to defend, indemnify and hold harmless Powernet, its affiliates, and contractors from any and all liabilities, costs and expense, including reasonable attorneys' fees, arising from or related to use of the Service by Customer or Customer's Users.
- 11. Violation of Acceptable Use Policy. Any violation of the AUP or conduct that Powernet, in its reasonable discretion, believes may subject Powernet to civil or criminal litigation or liability, charges and/or damages will be considered to be a breach of this Agreement and for which Powernet may suspend service as outlined in this Agreement. If Powernet suspends the Service pursuant to this Section, Powernet may require a reinstatement fee in order to resume Service.
- 12. End User Notifications. Customer shall notify Customer's Users that by using this Service they consent to the collection and use of technical information, including but not limited to the location of the device, about the mobile telephone, computer or other device used to access the Service and related software, hardware, and peripherals for Services that are internet-based or wireless to improve the use of products and to provide Services.
- 13. Customer Provided Equipment. Powernet is not responsible for the installation, operation, maintenance, compatibility or performance of any third party service, software or hardware. If such third party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges for the Service. Powernet shall not be held responsible or liable for any defects or failure in Customer's Service, computer, software, files, data, and peripherals or any other equipment or connectivity arising from or caused by any equipment or service which is not a part of Powernet's network.

**THIS SPACE LEFT INTENTIONALLY BLANK**

\_\_\_\_\_  
Powernet Initials

\_\_\_\_\_  
Customer Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date