INBOUND SIP DID SERVICES SCHEDULE

This Inbound SIP Direct Inward Dial ("DID") Services 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. Powernet reserves the right to change these terms and conditions from time to time. Posting of the updated Schedule will constitute notice to Customer 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. <u>Scope</u>. Powernet shall provide Dedicated Inbound SIP DID Services ("Service") to Customer as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders and Attachments. This Inbound SIP DID Service is an IP termination service for Public Switched Telephone Network ("PSTN") originated calls. Powernet will provide Customer with connectivity to the PSTN, and will deliver voice traffic to Customer through a net protocol conversion to an IP format via Session Initiation Protocol ("SIP") service. Powernet will assign DID numbers to Customer or Customer may port DIDs to Powernet for the provision of the Services.

2. <u>Term</u>. The initial term of this Service is specified in the Service Orders. When Powernet makes Customer's Service available, Powernet will send Customer 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. <u>Provisioning of Service</u>. Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Powernet will notify Customer when the Service is available for Customer's use and billing will begin at that time. 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.

4. <u>Charge and Rate Conditions</u>.

   4.1. Customer will be liable for all charges, recurring and nonrecurring, included on the Service Orders for Services provided to Customer both by Powernet and by third parties including the following: A monthly recurring charge per DID and monthly usage charges.

   4.2. Usage Charges.

      4.2.1. Usage will be measured based on Customer's total usage (in minutes) of all Inbound SIP DID Services in a particular month.

      4.2.2. The current billing increments for the Service are a six (6) second initial billing increment and six (6) seconds for any additional billing increments. Any partial billing increment shall be rounded-up to the next interval.

5. <u>No 911 or Third Party Calls</u>.

   5.1. The Service is intended for use as an inbound-only service, and does not directly support any outbound calling capability, including but not limited to 911 calls. Unless and to the extent that Customer has combined the Service with another service (whether provided by Powernet or otherwise) for the purpose of enabling certain outbound calling capabilities. Customer warrants and represents that it is not relying on Powernet to provide 911, E911 or any other emergency services ("911 Services"). Customer agrees that Powernet shall incur no liability, direct or indirect to any person who dials or attempts to dial 911 or any other emergency services number. Customer hereby acknowledges and agrees that it is fully responsible for all costs and expenses associated with 911 Services.

   5.2. Customer will indemnify and hold Powernet and its affiliates, licensors, suppliers, officers, directors, employees and agents harmless from and against any and all damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees), arising from or relating to the use of any Service for outbound calling.

6. <u>Equipment</u>. Customer is solely responsible for selecting, supplying, installing, operating, maintaining, and the compatibility of any Customer Premises Equipment ("CPE"), facilities and/or other materials used in connection with the Service, including any related applications, systems and software. Powernet expressly disclaims any responsibility for CPE. Customer will: (1) ensure that all CPE and any related applications, systems and software used with or connected to the Services, comply with all applicable laws, licenses, industry standards and reasonable instructions provided by Powernet; and (2) understand that if any CPE or related applications, systems, or software impairs Customer's use of the Services, Customer will remain liable for applicable charges and any otherwise applicable service level agreement will not apply.

7. <u>Disclaimer of Liability</u>. Customer may connect with Powernet's network through one or more full time dedicated connections or via the Public Internet. Customer understands and agrees that Powernet shall have no liability whatsoever associated with Customer's use of the Public Internet for Powernet's Services, including without limitation with respect to any failure, delay, loss or other damages or losses.

8. <u>Regulatory Ruling Effect on Service</u>. Customer recognizes that the Service provides local inbound-only connectivity from the PSTN together with enhanced functionality, including but not limited to conversion and delivery to Customer in an IP-based format. For regulatory purposes Powernet treats all Inbound Service as local in nature although there is no guarantee that such interpretation will be accepted by the relevant regulatory authority. Any change in applicable law, regulation, decision, rule or order that finds that the connectivity associated with the Inbound Service is not eligible for regulatory treatment as a local service.

9.   <u>Local Number Portability</u>. Customer may elect to port an existing Telephone Number ("TN") to Powernet ("Port-In") for use of the Service. Powernet will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Powernet's standard operating procedures. In order to accomplish any Port-In, Customer will be required to provide Powernet with letter of agency on behalf of Customer in form and substance as reasonably requested by Powernet. Customer hereby represents and warrants to Powernet that Customer has all necessary rights and authority necessary for any Port-In, and Customer hereby agrees to indemnify, defend and hold harmless Powernet, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In) except if caused by Powernet's willful misconduct. A non-recurring charge will be assessed for each ported DID.

10.   <u>Customer Security Measures</u>. Customer shall, at its own expense, take all reasonable physical and information system security measures necessary to protect all equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with the Service. Customer is responsible for all security measures with respect to Customer's Facilities, including firewall security policies, even if Customer uses a third party (or Powernet) to configure and implement such measures. Customer will be responsible for damage to any equipment used in conjunction with the Service. Powernet shall have no liability whatsoever for damage to Customer's information system, equipment, software or data as a result of Customer's use of the Service.