MPLS SERVICES SCHEDULE

This MPLS 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.   Scope. Powernet shall provide MultiProtocol Label Switching ("MPLS") Services ("Services") 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 and any requested Local Access Service is specified in the Service Order. When Powernet makes Customer's Service available, Powernet will send Customer a notice confirming Customer's Service availability ("Start of Service Date") and the Service Order Term shall commence upon the sending of such notice by Powernet. Upon the expiration of any initial Service Order 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.

3.   Description of Services. Powernet will provide an Internet Protocol ("IP") solution designed for private communications between two (2) or more of customer's sites or public (dedicated) Internet connectivity via MPLS. Customer must purchase a minimum of two (2) MPLS ports in order to set up a dedicated site-to-site connection. MPLS Service will be connected to each site (including third-party sites designated by Customer) ("Customer Sites") through a Customer port at either (i) a Circuit location address, or (ii) a Point of Presence ("POP"), in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more Powernet POPs at a fixed data transmission rate. Ports are available in a variety of speeds, ranging from 128 kilobytes per second ("KBPS") to 2.4 Gigabytes per second ("GBPS"). There are two types of Ports:

3.1.   Private Ports. Private Ports provide wide area network ("WAN") connectivity between Customer locations. Customer may allocate traffic to point-to-point MPLS services with optional traffic prioritization. Private Ports may have traffic allocated to a maximum of five (5) different point-to-point MPLS closed user groups ("CUGs"). CUGs are a group of specified users of a data network that is permitted to communicate with each other but precludes communications with other users of the service or services.

3.2.   Enhanced Ports. Enhanced Ports provide all of the functionality of both a Private Port plus an Internet Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five (5) different point-to-point MPLS CUGs, or an Internet Gateway.

3.3.   Powernet may permit more than five (5) different Customer CUGs on an individual case basis with prior written consent from Powernet.

4.   Provisioning of Service. Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Billing will begin on the date Powernet makes the Service available to Customer. 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.

5.   Local Access Service. The Local Access Service ("LAS") provides the physical connection between the Service Address and the Powernet Network.

5.1.   Powernet Provided LAS. The LAS will include any entrance cable or drop wire to that point where provision is made for termination of Powernet's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Powernet or a third party to such point of termination. The LAS shall extend to and include the equipment maintained by Powernet at the termination point of the local loop at the applicable Service Address (i.e. Demarcation Point) but shall not include Customer Provided Equipment, extended wiring, inside wiring or other equipment not maintained by Powernet at a Service Address. All equipment owned by Powernet shall remain the sole property of Powernet, and Customer expressly disclaims any right, title or interest in or to any Powernet equipment or property, or that of any of Powernet's affiliates, contractors or agents. The LAS has only one point of termination per Service Address. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Customer shall provide Powernet with Building Owner authorization for all building facilities, in a form reasonably acceptable to Powernet. Powernet only provides the Service to buildings that Powernet in its sole discretion has identified as business locations. Under no circumstances will LAS be provided to residential addresses, even if business is conducted at such residential location. Customer shall execute Powernet's standard form Letter of Agency ("LOA")/Carrier Facility Assignment ("CFA") authorizing Powernet to interact directly with the LAS provider(s) to obtain LAS. Customer shall pay all charges for LAS including, without limitation, monthly charges, usage charges, installation charges, nonrecurring charges and applicable termination/cancellation charges. In the event Customer fails to maintain any necessary LOA/CFA for a Service ordered hereunder, Powernet may terminate such Service with prior written notice to Customer and Customer must pay immediately to Powernet all monthly recurring charges associated with the terminated Service for the balance of the term specified in this Agreement or Service Order.

5.2.   Customer Provided Access ("CPA"). If Customer desires to order its own LAS to the POP through a third party, then Customer shall so indicate on the Service Order Form. Powernet may accept or reject such request, in Powernet's sole discretion. If Powernet does not approve the third-party provider, then Customer shall either: (i) request that such LAS be provided to the POP by another third-party provider acceptable to Powernet, or (ii) order LAS through Powernet. Unless otherwise agreed to by Powernet in writing, Customer shall have sole responsibility for installation, testing and operation of the LAS, and any services and equipment other than those specifically provided by Powernet under this Service Exhibit. Customer acknowledges that Powernet cannot disconnect or terminate LAS that are not ordered through Powernet by Customer for use with the Service. Therefore, Customer must first provide Powernet with a written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective Local Access Provider(s). Powernet will process the Customer's disconnect Order for the Service beginning on the date in which Powernet receives the respective Local Access Provider(s) DFOC provided by the Customer. Powernet will complete the disconnect order within thirty (30) calendar days thereafter. Customer shall remain liable for all applicable rates, fees and charges for the Service sought to be disconnected hereunder, regardless of whether or not Service is usable by Customer until such time that Customer furnishes the required DFOC(S) (even if such time extends beyond the originally scheduled Service Term). In addition to the foregoing, Customer shall be subject to Early Termination Liability for any such termination as specified in the DMSA. If Customer fails to provide Powernet with the appropriate DFOC within thirty (30) calendar days from the receipt date of the

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disconnect Order submitted to Powernet or if Powernet disconnects Customer for non-payment or material breach of the Service Order, this Schedule or Agreement, Customer authorizes Powernet to notify the Local Access Provider(s) on behalf of the Customer to disconnect the Customer's CPA.

6.   <u>Customer Use of the Services</u>. All use of the Service on Powernet's network shall comply with Powernet's AUP as defined in the DMSA. Powernet does not operate or control the content transported via the Services by Customer. Powernet shall have no liability or responsibility for the content of any communication transmitted via the Services. 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 such content or use of the Service by Customer or third parties. Powernet shall not be liable for any content, or anything provided or ordered through the internet including but not limited to: information, product, service, or software.

6.1.   <u>Violation of AUP</u>. 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 the DMSA. If Powernet suspends the Service pursuant to this Section, Powernet may require a reinstatement fee in order to resume Service.

6.2.   <u>Nature of Traffic</u>. Customer represents and warrants that at least ten percent (10%) of the traffic on each Service will be interstate in nature.

7.   <u>Charges and Rates</u>. Pricing is per port and billed in monthly recurring charges ("MRCs"). All charges for Services, including MRCs, non-recurring charges ("NRCs") and any monthly minimums are specified in the Service Orders and Attachments.

7.1.   <u>Cancellation Prior to Beginning Service Term.</u> If Customer cancels Services by providing Powernet written notice of such cancellation in a form reasonably acceptable to Powernet, ten (10) days prior to the Start of Service Date, or if Powernet terminates Services prior to the Start of Service Date due to Customer's breach of the Agreement, Customer shall pay Powernet a cancellation charge equal to the sum of: (i) the cancellation fee set forth in the Service Order or Attachments, (ii) the NRC for the cancelled Port, and (iii) one (1) month's MRC for the cancelled Services. If written notice of cancellation is not received by Powernet ten (10) days prior to the Start of Service Date, Powernet may charge Customer an Early Termination Fee as outlined in the DMSA.

7.2.   <u>Rate Change</u>. 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 Ports ordered after the effective date of the rate change.

8.   <u>IP Addresses</u>. Customer agrees that any IP address assignments and allocations from Powernet are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement and the loan of such IP addresses that such assignments and allocations shall terminate and the IP addresses be returned to Powernet when this Agreement and/or any applicable Order are terminated. Powernet reserves the right to recover any address space due to inadequate utilization or an AUP violation.

9.   <u>Domain Name Service</u>. Powernet at Customer's request will provide Customer with primary domain name service.

9.1.   <u>Selection of Domain Name</u>. Customer represents that, to the best of the Customer's knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the domain name is not being registered for any unlawful purpose.

9.2.   <u>No Guaranty</u>. Registration or reservation of your chosen domain name does not confer immunity from objection to either the registration, reservation, or use of the domain name.

9.3.   <u>Powernet's Right to Refuse Registration</u>. Powernet in its sole discretion, may refuse to register or reserve Customer's chosen domain name or register Customer for other Services. Powernet shall not be liable to Customer for loss or damages that may result from Powernet's refusal to register, reserve, or delete Customer's domain name or register Customer for other Services.

9.4.   <u>Disclosure and Use of Registration Information</u>. Powernet will make domain name registration information available to the Internet Corporation for Assigned Names and Numbers ("ICANN"), to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. Powernet may also make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information Customer provides, as required or permitted by ICANN and the applicable laws. Customer hereby consents to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by Customer in connection with the registration of a domain name (including any updates to such information), whether during or after the term of Customer's registration of the domain name. Customer hereby irrevocably waives any and all claims and causes of action Customer may have arising from such disclosure or use of Customer domain name registration information. Powernet will take reasonable precautions to protect the information Powernet obtains from Customer from loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

9.5.   <u>Maintenance</u>. Customer at all times has responsibility for maintaining its own Domain Name and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

10.   <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 which are not provided by Powernet, 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.