



## PRIVATE LTE NETWORK SERVICES SCHEDULE

This Private LTE Network ("PLTE") Services Schedule is a part of and together with any Service Orders/Quotes and Attachments is subject to the Master Services Agreement ("MSA") between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and Enter Customer Name Here ("Customer") dated.

1. **Scope.** Powernet shall provide PLTE; a Private LTE Service ("Services" or "Highway 9 Services") powered by Highway 9 Networks Inc. ("Highway 9") to Customer as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders/Quotes and Attachments.
2. **Term.** The initial term of this Service is specified in the Service Order/Quote. 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/Quote Term, the Service Order/Quote Term will automatically renew for succeeding terms of one (1) month under the terms and conditions of the Service Order/Quote 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 MSA. In no event will the Term be less than the term of the subscription of Customer for the Highway 9 Services.
3. **Description of Services/Products.** Powernet shall act as a value-added reseller for PLTE products and services provided by its underlying provider Highway 9 and will resell the Customer the Highway 9 branded network and premise-based systems ("Systems Products"); as well as Highway 9's proprietary branded Software as a service applications ("Software") to Customer as described in this Schedule. Hardware to be provided under this Schedule to Customer consists of Highway 9's Networks Access Points, Mobile Edge Appliance. Software consists of Highway 9 Mobile Cloud Edge Platform, Firmware for Access Points and the SaaS Service is Highway 9 Mobile Cloud Services.

The System Products and the Software for the Highway 9 Services are more fully described as follows:

- Access Point Software SKUs (w/o Hardware H9-MC-SXXXX; with AP hardware H9-MC-SXXX-AP) are for supported Access Points (APs) providing pre-tested Access Point software, and the Mobile Services and Mobile Edge Services for the Access Point.
- 24x7 Technical Support and Hardware Maintenance service (for SKUs that include AP hardware) for term of the Subscription purchased. {Support terms attached to quote}
- Mobile Edge SKUs (H9-ME-SW-\*) pertain to the Highway 9 Software that includes the packet core (4G or 5G), integration into enterprise network topologies, local breakout, Virtual Mobile Zones and Carrier Services Integration.
- The Mobile Edge Software can be deployed on the customer's cloud instance, or as VMware virtual machine instance, or the customer can purchase a SKU that includes a Highway 9 appliance (H9- ME-SW-HW-XXX SKUs).
- Software installation and 24x7 Technical support is included for all three deployment models and hardware maintenance support is included for the duration of the subscription term purchased by the customer for the Highway 9 network appliance. {Support terms attached to quote}
- Mobile Center Platform SKUs (H9-MC-PLATFORM-nY) provide the Mobile Services SaaS Platform that includes Mobile Services. Mobile Services are Mobile Cloud portal, orchestration, operational dashboards and the lifecycle management of Mobile Edge, Access Points, SIM Subscriber Management, Spectrum Allocation Services (SAS) using Customer's SAS account.
- 24x7 Technical support is included for the duration of the subscription term purchased by the Customer.
- Mobile Cloud Implementation SKUs • RF planning and Design: Outdoor RF planning, project management, carrier intake and onboarding, commissioning.
- Enterprise Integration: Integrate Mobile Cloud into existing IT controls – VLANs/VXLANS, Firewall Zones, NAC, device mgmt integration (Sierra, Cradlepoint, etc) into Mobile Cloud.
- Advanced firewall features, isolation, etc, will be supported.
- Use Case Automation with Virtual Mobile Zones: Capture key use case into Virtual Mobile Zones including devices, zoning, IP address mgmt. schemes and device onboarding/subscriber automation

4. **Provisioning of Service.** Delivery dates are estimates only and are not of the essence. The start date of your subscription to the Highway 9 Services shall be the earlier of (i) the date of your activation of the Highway 9 Services, and (ii) the date that is thirty (30) days after the date of shipment by Powernet of the equipment associated with the Highway 9 subscription. Billing will begin on the date Powernet makes the Service available to Customer ("Start of Service Date"). 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 Highway 9 Services during the subscription period purchased by Customer.
5. **Customer Use of the Services.** All use of the Highway 9 Services shall comply with Highway 9's published end user license agreement ("EULA") and all Highway 9 terms and conditions located at <https://highway9.com/end-user-license-agreement/>. 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 EULA, any 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 MSA. If Powernet suspends the Service pursuant to this Section, Powernet may require a reinstatement fee in order to resume Service.

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

6.1. Installation and Non-recurring Charges. Installation and any non-recurring charges shall be specified in the Service Orders/Quotes 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. Rate Change. Powernet reserves the right, upon fourteen (14) calendar day's prior written notice to Customer, to modify any of the Services (including the Highway 9 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. Customer Responsibilities. Customer shall be solely responsible for the following (a) any costs associated with Customer Premises Equipment ("CPE") which, if requested by Customer, may be provided by Powernet pursuant to the terms of a separate CPE agreement:

8.1. During any term and thereafter any hardware provided by Powernet/Highway 9 for provision of the Service to be located at the Customer's premises will remain the property of Highway 9. The Equipment belongs to Highway 9, Customer may not sell, lease, abandon, or give away the Equipment; allow anyone other than Highway or Powernet, to service the Equipment; or permit any other person to use the Equipment, other than on customer's behalf in connection with Customer use of the Highway 9 Service. Customer is directly responsible for the loss of the Equipment

8.2. Use of Service and Equipment: Customer will agree to abide by any terms of use for the Highway 9 Services published by Highway 9. Customer may install and use the Equipment solely for the purposes of accessing and using the Highway 9 Services during the subscription period purchased by Customer. Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate for which Customer has subscribed. Customer agrees not to use the Equipment with any unsupported hardware or software (as described in the applicable documentation provided by Highway 9); or use the Service other than as described in the documentation provided therewith; or use the Highway 9 Services for any unlawful purpose.

8.3. Customer shall: (i) at its own expense, keep the Equipment free and clear of any claims, liens, and encumbrances of any kind; (ii) make no alterations or affix any additions or attachments to the Equipment, except as approved by Powernet in writing; (iii) not remove, alter or destroy any labels on the Equipment and will allow Powernet and Highway 9 unrestricted access to the Equipment for purposes of testing, upgrading and other maintenance activities; (iv) take such action as is necessary to protect the Equipment including but not limited to, the provision of a secure, air-conditioned space to house, and sufficient electricity to run the Equipment, reasonable steps to protect the Equipment against theft, abuse or misuse, and reasonable steps to protect the Equipment against physical damage; (v) comply with all instructions and requirements of Powernet or manufacturer's manuals regarding the care and use of the Equipment; and (vi) assure that the Equipment will be operated by competent and duly qualified personnel in compliance with all laws and regulations.

8.4. Customer further agrees to indemnify, defend, and hold harmless Powernet and its respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement including without limitation, attorneys' fees and all reasonable costs and expenses of litigation arising out of, or resulting from any Equipment loss. In no event will Equipment loss relieve Customer of the obligation to pay Powernet any amounts due under this Agreement.

9. Return of Equipment.

9.1. Customer Responsibilities. Upon any termination of this Agreement, Service Order/Quote or Service, Customer will immediately return to Powernet all Powernet/Highway 9 provided equipment in the same condition as when it was delivered to Customer, ordinary wear and tear excepted and in such condition as to be acceptable to the manufacturer for regular maintenance without any remedial maintenance and any other property or information (including without limitation Confidential Information) obtained by Customer in connection with Customer's dealings with Powernet that Customer does not own. If Customer does not immediately return all of the Equipment, Customer shall pay to Powernet the fair market value (FMV) of the equipment as determined by Powernet in its sole discretion or all costs incurred by Powernet in retrieving or attempting to retrieve the Equipment and in repairing or restoring the Equipment. In addition, Customer shall also be liable for all costs incurred by Powernet in protecting its Confidential Information and in collecting such costs or other amounts due Powernet by Customer. Customer will be deemed to have purchased Equipment its designee or a third party provider, notwithstanding that the Equipment, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Equipment other than as provided herein and will hold the Equipment subject and subordinate to the rights of Powernet.

10. Changes: Customer acknowledges that Highway 9 may change the Highway 9 Service, and may change the Equipment, either by physical replacement or by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt Customers Highway 9 Service.

11. No Life Support. The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by Customer is fully at Customers own risk, and Customer shall indemnify and hold us and our suppliers harmless from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorney's fees).

12. Our Right to Audit; Use of Data. Customer will grant us the right to audit Customer use of the Highway 9 Service, in order to confirm compliance with this Agreement and other agreements Customer may have with us. Customer does acknowledge and agree that Highway 9 may use, on an aggregated, non-individually-identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in the use of the Highway 9 Services.

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Powernet Initials

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Customer Initials

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Date

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Date