



SD WAN SERVICES SCHEDULE

This SD WAN Access 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 Enter Customer Name Here ("Customer") dated .

1. **Scope.** Powernet shall provide PowerWAN; a SD WAN Service ("Services") powered by VeloCloud 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 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. **Description of Services.** A software defined cloud networking service utilizing (1) a network of gateways running VeloCloud's proprietary gateway software deployed at network and cloud data centers (2) proprietary branch edge devices ("Branch Edges") installed at customer branch locations, and (3) a proprietary network-connected orchestrator ("the Orchestrator") for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network. VeloCloud Service consists of: (i) a subscription(s) to use SD WAN software powered by VeloCloud and (ii) to use VeloCloud's hardware products ("Equipment") provided to customer for use in connection with the SD WAN Service powered by VeloCloud for the Service term set forth in Section 2 i.e. Service Order(s).
4. **Provisioning of Service.** Delivery dates are estimates only and are not of the essence. The start date of your subscription to the VeloCloud service shall be the earlier of (i) the date of your activation of the VeloCloud Service, and (ii) the date that is thirty (30) days after the date of shipment by Powernet of the equipment associated with the 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 VeloCloud Service during the subscription period purchased by Customer.
5. **Customer Use of the Services.** All use of the Service shall comply with VeloCloud's published end user subscription agreement located at <http://www.velocloud.com/company/subscription/>. 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 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. **Charges and Rates.** All charges for Services, including recurring charges and 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. 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, 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 (none of which are included in this Schedule unless Customer selects Ethernet service); (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; and/or (b) local access and access-related charges, including any charges for interconnection, installation, local loops, inside wiring, construction, distance and termination charges and other access-related charges whether assessed by a LEC or otherwise (collectively referred to as "Local Access").
 - 8.1. During any term and thereafter any CPE provided by Powernet for provision of the Service to be located at the Customer's premises will remain the property of VeloCloud. The Equipment belongs to VeloCloud, Customer may not sell, lease, abandon, or give away the Equipment; allow anyone other than VeloCloud or its agent, 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 VeloCloud 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 VeloCloud Service published by VeloCloud. Customer may install and use the Equipment solely for the purposes of accessing and using the VeloCloud Service 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 VeloCloud); or use the Service other than as described in the documentation provided therewith; or use the VeloCloud Service for any unlawful purpose.
 - 8.3. Customer shall: (i) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (ii) make no alterations or affix any additions or attachments to the CPE, except as approved by Powernet in writing; (iii) not remove, alter or destroy any labels on

the CPE and will allow Powernet and VeloCloud unrestricted access to the CPE for purposes of testing, upgrading and other maintenance activities; (iv) take such action as is necessary to protect the CPE including but not limited to, the provision of a secure, air-conditioned space to house, and sufficient electricity to run the CPE, reasonable steps to protect the CPE against theft, abuse or misuse, and reasonable steps to protect the CPE against physical damage; (v) comply with all instructions and requirements of Powernet or manufacturer's manuals regarding the care and use of the CPE; and (vi) assure that the CPE 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 CPE loss. In no event will CPE 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 or Service, Customer will immediately return to Powernet all Powernet/VeloCloud 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 CPE, 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 CPE and in repairing or restoring the CPE. 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 CPE, 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 CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of Powernet.

10. Changes: Customer acknowledges that VeloCloud may change the VeloCloud 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 VeloCloud 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 VeloCloud Service, in order to confirm compliance with this Agreement and other agreements Customer may have with us. Customer does acknowledge and agree that VeloCloud 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 VeloCloud Service.

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Powernet Initials

Customer Initials

Date

Date