SECURE NETWORK SERVICES SCHEDULE

This Secure Network Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Master Services Agreement ("MSA") between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and_____("Customer") dated_____.

1. Scope. Powernet shall provide Secure Network Services defined as remote troubleshooting and management of provided network infrastructure (Secure Network Equipment), including the network firewall, Power over Ethernet (PoE) switch, and access points for guest and business Wi-Fi connectivity. Based on building configuration, additional access points or additional switches may be added to optimize services at your business location. These additions will result in additional charges. Additionally, Powernet will remotely work with the Customer to resolve issues pertaining to the provided network infrastructure; manage the service call and follow-up on all appropriate tickets for repair; and assign qualified resource(s) as needed.

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, or the use of the Service, whichever is first. Upon the expiration of any initial Service Order Term, the Service Order Term will automatically renew for succeeding terms of one (1) year 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 sixty (60) 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.

3. Description of Services. Powernet will provide Secure Network Services for device(s) specified on the Service Order, Proposal, and/or Scope of Work. Including:

Network Management Activities

- Remotely troubleshoot Secure Network Equipment
- Completing included Secure Network change requests (SSID changes and other limited changes)
- Software/firmware upgrades and updates
- Secure Network Equipment support
- Site cabling for Secure Network access points

Wireless Networking Activities

- Provide 1 business SSID, and optional guest SSID
- WPA2 encryption for WLAN Access
- Rate-limit guest Wi-Fi

Security Management Activities

- Firewall rule writing
- Basic content filtering
- IDS/IPS initial configuration
- Enable advanced malware protection
- Security Log Management

4. Provisioning of Service. Upon execution of Service Order, Powernet will schedule an onboarding conference call to perform discovery of the devices that need to be managed. Billing will begin on the date Powernet onboarding has been completed and makes the Service available to Customer ("Start of Service Date").

5. Charges and Rates. All charges for Services, including recurring charges, non-recurring charges, and any monthly minimums, are specified in the Service Orders and Attachments.

5.1. Additional Equipment. Secure Network Service includes one (1) network firewall, one (1) Power over Ethernet (PoE) switch for up to twenty (20) devices, and two (2) access points for guest and business Wi-Fi connectivity. If at the time of installation additional access points or PoE switches are needed, additional charges for each additional access point and each PoE switch will be determined and added to the invoice. The client will be notified post-installation of all equipment that was physically installed.

5.2. Right-size. For services based on a per-unit charge, the customer agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, or any other defined unit that Powernet is actively monitoring or supporting.

5.3. Travel Expenses. Powernet will invoice for-travel expenses incurred.

5.4. Monthly Fees. The monthly fee will increase by 3% or the then-current pricing on the contract renewal. The 3-5% increase represents reimbursement to Powernet for its increased costs in providing engagement services.

5.5. Installation and Non-recurring Charges. Installation and any non-recurring charges shall be specified in the Service Orders or Attachments. Any additional installation work will be billed to the customer at the then current rate for professional services. If Customer terminates the Service request prior to the Start of Service Date, Customer agrees to pay for all costs for pre-engineering, equipment, and other installation efforts undertaken on behalf of Customer.

6. Scheduled Maintenance Windows- Our internal systems maintenance window is each Sunday from 6:00 pm EST – 11:00 pm EST.

7. Problem Management- Upon detection of or a reported failure or issue, Powernet will:

    - Create a new service request.
    - Provide verbal notification to customer of the outage, including:
    - Time of outage
    - Scope of outage
    - Potential outage duration (when possible)
    - Business Impact

    A. If Powernet determines a problem with the current Secure Network equipment, Powernet will make an immediate attempt to restore service remotely, including but not limited to: reload configurations, reboot/reset the device, communicate with the designated end-user for front-panel viewing to determine if the problem is related to cabling, AC power, etc.
    B. Powernet will notify the customer of the problem and provide as much information as possible relating to resolution of the problem.
    C. Where available, Powernet will use the remote access connection to the device for diagnostics and restoration of contracted Powernet Secure Network equipment.
    D. If a problem is determined to be a connection or other vendor-related, Powernet will provide notification to the customer of the problem, and upon request, supply other vendors with available information to aid in the resolution of the problem.
    E. If a problem is determined to be customer-related, such as unauthorized hardware or software changes to the provided Secure Network Equipment, then Powernet will not be held responsible per item 10.1.
    F. As agreed to by the customer and Powernet, Powernet will escalate to the appropriate technical and/or management chain if the problem is not resolved within specified time periods.
    G. Upon completion of repairs, Powernet will test for network management system visibility and run diagnostic tests to verify stability before closing the ticket. If monitoring is required, Powernet will keep the Service Request open until satisfied that the systems are stable.
    H. Powernet will share all information related to trouble resolution in the trouble ticket that includes sequence number, site equipment description, date and time closed, problem resolution description, and current status.
    I. If Powernet determines degrading conditions are occurring, they will work to first remotely correct any system degradation. If for some reason the degradation requires performing more detailed analysis or if the issue cannot be resolved without interrupting the systems, then Powernet will coordinate with the customer to address the issue at a non-critical date and time as determined by both parties.

8. Credits for Service Level Failures: For purposes of calculating availability and service levels, Powernet may exclude and shall not be held responsible for failures to provide Services if any of the following Exclusions exist:
    - There is a defect or malfunction in any hardware and software which adversely affects Powernet's ability to perform the Services.
    - Problems caused by customer resources not under Powernet management.
    - Any agreed-upon periods of time that are necessary for repairs or maintenance, including scheduled maintenance.
    - Circumstances that constitute a Force Majeure Event as described above.
    - Service Failures that result from actions or inactions of the customer contrary to Powernet’s recommendations.
    - Delays or downtime due to any factor outside of Powernet's reasonable control.
    - Loss of Internet connectivity to customer site for any reason

9. Remote Access- Powernet Secure Network Service is a remote offering. Powernet will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in this manner, Powernet can schedule an engineer or on-site remote hands for an on-site visit. Additional fee(s) will apply and will be agreed upon prior to dispatch.

10. Access to Equipment, Software and/or Facilities.

    10.1. Customer agrees that Customer is not permitted to access, or attempt to access, any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes), equipment configurations or facilities (including remote computing systems) furnished in connection with this agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of Powernet or any network shall entitle Powernet to immediately terminate services without notice.

    10.2. Customer may be asked to execute an Access Agreement and/or other formal right of entry document authorizing Powernet to enter the premises to install and maintain Powernet facilities and the Equipment relating to the provision of Secure Network Service. At all times, including but not limited to periods before and after installation, such facilities shall be owned exclusively by, and shall remain the property of Powernet. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer’s request, Powernet will provide an installation plan in recognition of considerations regarding aesthetics and space.

11. Change Management- Operations Center staff will document all requested or required systems changes in the Service Request platform. The Operations Center will share with the customer change control for the entire customer communications network, including: the systems management, network topology, device configurations, network diagrams, and software revisions. Change activity includes, but is not limited to, device deletions, device reallocations, and device configurations. The above change activity will apply to single event/device support. All large-scale change requirements will be viewed outside the scope of this contract, with prices to be quoted on request.

12. Exclusions: Specifically excluded from this subscription unless otherwise provided as part of the agreement:

The following activities are explicitly excluded from this service:

Network Management Activities

- Management and/or monitoring of customer-owned CPE (equipment not part of the Secure Network Service)

Wireless Networking Activities

- Basic Wi-Fi analytics
- Guest Wi-Fi splash page
- Client device settings
- Heat map location
- Integrate and/or configure customer-owned wireless networking equipment
- RF spectrum analysis
- WLAN access control

Security Management Activities

- Client VPN configuration
- IDS/IPS management for work items
- DMZ Configuration
- DDoS Mitigation
- Security Analytics
- Employee Security Awareness Training
- Employee Security Policy Definition

Additional Activities

- Project work of any kind (initial project deployment if needed is quoted separately).
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any additional software, licensing, software renewal/upgrade fees of any kind.
- The cost of any 3rd party Vendor/manufacturer support or incident fees of any kind.
- Failure due to acts of God, building modifications, accidents, fire, power failures, Customer misuse, or other adverse environmental conditions or factors.
- Network Cable Installation And Testing Of Network Cables.
- Any work required to Customer systems created by the lack of implementation of the identified upgrades or fixes. These Fixes will be billable hours outside the Secure Network Services monthly fee.
- Any Pre-existing condition, as may be noted by Powernet or the Customer.

12.1. Customer Equipment Troubleshooting

12.1.1. Due to the ever-growing complexity of networked computers, the Powernet Helpdesk cannot advise or assist with general customer equipment setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers.

12.1.2. Powernet will have the ability to remotely confirm network connectivity and Powernet equipment health. Customer will be directed to utilize 3rd party computer technicians to diagnose and repair connectivity problems with working Powernet services. In the event of Powernet equipment that fails during the course of normal use, Powernet will, at its sole discretion, dispatch a technician to repair the Service. Customer agrees to pay charges related to repairs due to equipment misuse or abuse.

13. Service Performance

13.1. Powernet does not guarantee that the Service, Equipment, or other equipment authorized by Powernet for use in connection with the Service will perform at a particular speed, bandwidth, latency, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like.

13.2. The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer or other connected device; the number of computers or other devices in use in the customer's network; concurrent use of high-bandwidth applications such as streaming, video conferencing or the like; the means of connecting to the Powernet Service (e.g., the condition or type of the Ethernet cables connecting customer equipment to the Service); the distance of wireless devices to

the Powernet equipment; the volume and nature of building materials between devices and the Powernet equipment; RF interference from other wireless networks or RF emitting devices; network congestion; and the performance of the content and application providers the consumer is accessing.

14. Employee Solicitations. Customer acknowledges that Powernet is involved in a highly strategic and competitive business. Customer further acknowledges that Customer would gain substantial benefit and that Powernet would be deprived of such benefit, if Customer were to directly hire any personnel employed by Powernet. Except as otherwise provided by law, Customer shall not, without the prior written consent of Powernet, solicit the employment of Powernet personnel or induce any Powernet personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement.

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_____	_____
Powernet Initials	Customer Initials
_____	_____
Date	Date