



DEDICATED INTERNET ACCESS SERVICES SCHEDULE

This Dedicated Internet 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 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 Dedicated Internet Access Services ("Services") and related Products ("Products") 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 as the initial Service Order Term. 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. Powernet Dedicated Internet Access Service consists of: (i) a dedicated, high-speed network connection between Customer's premises and Powernet's domestic Internet protocol network; and (ii) routing services, based upon the Transmission Control Protocol/Internet Protocol, which will afford Customer Internet connectivity. Powernet will, on Customer's behalf and written request, use commercially reasonable efforts to perform the following as part of the Dedicated Internet Access Services: (i) order local access facilities connecting Customer's premises to a Powernet point-of-presence; and/or (ii) secure Internet protocol address space for Customer.

4. Orders; Changes; and Cancellations.

4.1. If Customer requests a change to or cancellation of a Product or Service in a Service Order more than five (5) business days after the Service Order is submitted but before the Service Order is fulfilled, Customer must pay a non-recurring change charge (as stated in the Service Orders and Attachments) for each Product or Service for which the Customer requests a change or cancellation.

4.2. If Powernet terminates a Service Order prior to fulfilling the Service Order due to Customer's breach of the Agreement, Customer must pay Powernet a non-recurring cancellation charge as stated in the Service Orders and Attachments.

4.3. Powernet and Customer agree that Powernet's damages in the event of a change to, or cancellation of, a submitted Service Order will be difficult or impossible to determine. Therefore, Powernet and Customer agree that this Section 4 is intended to establish damages in the event of change or cancellation and the associated change and cancellation charges are not intended as a penalty.

5. Provisioning of Service. Estimated dates of completion including Firm Order Commitments (collectively, the "FOC Dates") are often dependent on parties other than Powernet, including Local Exchange Carriers; therefore, FOC Dates are provided on a "best efforts" basis, but Powernet makes no guarantees regarding FOC Dates. 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.

6. Customer Use of the Services. All use of the Service on Powernet's network shall comply with Powernet's Authorized Use Policy ("AUP") as defined in the DMSA. 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.

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

7.1. 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.

7.2. Flat Rate Ports and Minimum Port Commitments. Pricing is per port and billed in monthly recurring charges. Customer may choose a flat rate bandwidth port or a partial port with a minimum bandwidth. Customer shall pay the MRC associated with the flat rate port or the minimum bandwidth port monthly. Customer may not decrease the applicable pricing bandwidth (e.g. decrease from DS-3 to DS-1, etc.) to a lower Bandwidth during the Service Term.

7.3. Dedicated Burstable Service Rates. Dedicated IP Burstable Service provides Customer the ability to use some or all of the available bandwidth at any time. DS-3 Burstable Service provides forty-five (45) Mbps; OC-3 Burstable Service provides one hundred fifty-five (155) Mbps; OC-12 Burstable Service provides six hundred twenty-two (622) Mbps; Gigabit Ethernet Burstable Services provides 1000 Mbps; Half-Gig provides five hundred (500) Mbps. For burstable Service, Customer will be charged monthly for the committed bandwidth at the per Mbps rate specified. If Customer's sustained (95th percentile) utilization is greater than the monthly usage, Customer will be assessed a usage charge based on the overage amount (i.e. sustained usage minus committed usage) multiplied by the per Mbps rate specified. Sustained usage is calculated by measuring Customer's inbound and outbound bandwidth utilizations every five (5) minutes. At the end of each month, the inbound and outbound sample sets for that month are separately ordered from highest to lowest and the top five percent (5%) of samples are discarded. The next sample is the 95th percentile sample, and the maximum of the inbound 95th percentile and outbound 95th percentile utilization is considered the sustained utilization for the Circuit/Port. The Burstable Service minimum commitment is invoiced in advance of the service month; any overage amounts are invoiced based on usage for the immediate preceding month.

7.4. Aggregate Burstable Service Rates. For the Aggregate Billing for IP service option, the sustained utilization of each port will be calculated using the 95th percentile platform as described above. The 95th percentile reading of each port will be added together at the end of each month to calculate the aggregate utilization. Minimum port size is DS-3; minimum aggregate bandwidth is 135 Mbps. The minimum aggregate commitment is twenty percent (20%) of the total aggregate port capacity. Billing is based on whether the aggregate utilization has exceeded the Customer's aggregate commitment. If the Customer's aggregate utilization is less than the aggregate commitment, the Customer is only responsible for the aggregate commitment amount. If the Customer's aggregate utilization is greater than the aggregate commitment, the Customer is responsible for the aggregate commitment plus the overage amount.

7.5. 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 Ports ordered after the effective date of rate change.

8. Delivery Loss. All Products will be delivered to the Customer location that Customer identifies in writing. Delivery costs will be paid by Powernet. If any Product is lost after its delivery to the location that Customer identified in writing, Customer must pay the monthly recurring charges that otherwise would have become due for the entire period of the initial Service Order Term. In addition, Customer must pay thirty-five percent (35%) of twelve (12) months' Monthly Recurring Charges (MRCs) as established in the Service Order.

9. 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.

10. 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").

10.1. 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 Powernet, 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.

10.2. 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 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.

10.3. 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.

10.4. If Customer selects Ethernet service, Customer will be subject to (a) a property tax surcharge of three percent (3%) and (b) a cost recovery fee of two and one half percent (2.5%) per month to reimburse Powernet for various governmental taxes and surcharges.

11. Return of Equipment.

11.1. Customer Responsibilities. Upon any termination of this Agreement, Service Order or Service, Customer will immediately return to Powernet all Powernet 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.

11.2. Failure to Return. If upon any termination, for any reason, of this Agreement, Service Order or Service, Customer fails to return Products for any reason, Customer must pay thirty-five percent (35%) of twelve (12) months' MRCs as established under the Service Order.

11.3. No Resale of Products. Customer may not sell, or transfer title to, any Product without the express written consent of Powernet. Any attempt to do so would constitute material breach of this Agreement, Service Order, or Service, and, in addition to other contract remedies for such a breach, Customer shall reimburse Powernet for the FMV of any Product sold.

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

12.1. 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 CPE, 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.

12.2. 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 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.

13. IP Addresses. 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 Schedule 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 Schedule or Order are terminated. Powernet reserves the right to recover any address space due to inadequate utilization or an AUP violation.

14. Domain Name Service. Powernet at Customer's request will provide Customer with primary domain name service.

14.1. Selection of Domain Name. 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.

14.2. No Guaranty. 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.

14.3. Powernet's Right to Refuse Registration. 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.

14.4. Disclosure and Use of Registration Information. 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.

14.5. Maintenance. 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.