



VERIZON SIP GATEWAY LONG DISTANCE VOICE SERVICES SCHEDULE

This Verizon SIP Gateway Long Distance Voice Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement 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 Verizon SIP Gateway Long Distance Voice Services ("Service") to Customer as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders and Attachments. Powernet will provide a session initiation protocol ("SIP") service which allows voice traffic to be transported in Internet Protocol packets through a dedicated Internet port with the termination of such traffic through such ports or through the Public Switched Telephone Network ("PSTN")(hereinafter referred to as "VoIP Termination Service). Powernet will also receive voice traffic through a dedicated Internet port or from the PSTN, convert such traffic into Internet Protocol packets, and deliver such traffic via VoIP network to Customer through such port or terminate such traffic through the PSTN (hereinafter referred to as "SIP Gateway Service").

2. **Term.** The initial term of this Service, any requested Local Access Service and Dedicated Internet Access ("DIA") is specified in the Service Orders. 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.** Customer shall select VoIP Termination Service or SIP Gateway Service. SIP Gateway Service is available in three different configurations: Inbound Complete, Two-Way Local, and Two-Way Complete. Inbound Complete consists of Powernet's receipt of local and long distance calls from the PSTN and termination of such calls to Customer. Two-Way Local consists of Powernet's receipt of local and long distance calls from the PSTN and termination of local calls received from Customer to the PSTN. Two-Way Complete consists of Powernet's receipt of local and long distance calls from the PSTN and termination of such calls to Customer and Powernet's termination of both local and long distance calls (domestic, international, or both) from Customer to the PSTN. Services may be provided directly by Powernet and also by third party suppliers procured by Powernet.

4. **Provisioning of Service.** Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Billing will begin at the time the dedicated connection is established with 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. **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; (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"); and/or (c) DIA and DIA related charges.

6. **Local Number Portability.** Customer may elect to port an existing Telephone Number ("TN") to Powernet ("Port-In") for use of the Service. Powernet will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Powernet's standard operating procedures. In order to accomplish any Port-In, Customer will be required to provide Powernet with letter of agency on behalf of Customer in form and substance as reasonably requested by Powernet. Customer shall also be responsible for presenting to Powernet all necessary Calling Service Records (CSRs) in a form acceptable to Powernet. Customer hereby represents and warrants to Powernet that Customer has all necessary rights and authority necessary for any Port-In, and Customer hereby agrees to indemnify, defend and hold harmless Powernet, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In) except if caused by Powernet's willful misconduct.

7. **Foreign Telephone Number Assignment.** Customer may elect to have a Foreign Telephone Number Assignment ("FTNA") for particular TNs. FTNA allows Powernet to assign a TN when the place of primary use is different from the rate center in which the TN would normally exist.

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

8.1. **Powernet Provided LAS.** At the request of Customer and if included by Customer on the Service Order Form, Powernet shall provide 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.

8.2. 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 require 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.

9. Charge and Rate Conditions. All charges and rates, including recurring charges are specified in the Service Order and are based on the following conditions and reservation of rights by Powernet:

9.1. Customer shall select from the services described in Section 3 of this Schedule. Local calling under all SIP Gateway Services is unlimited. All long distance calling is billed a per-minute charge. Customer may select a Trunking T-1 Package consisting of one DIA T1, six (6) Two-Way Complete lines, and two hundred (200) free long distance minutes per line with unlimited local calling.

9.2. Local Calling Area. The Local Calling Area ("LCA") is based on the originating rate center corresponding to Customer's TN. All calls outside the LCA are subject to long distance charges. The LCA for TNs for which Customer has requested FTNA will be the LCA in which the TN would normally exist and not the primary place of use. Any applicable taxes, monthly recurring charges and/or usage charges will be based on the jurisdiction associated with the primary place of use.

9.3. The applicable continental U.S. long distance Dedicated interstate rate is determined based upon the originating state of an outbound call or based upon the terminating state of a toll-free inbound call. Domestic Dedicated intrastate rates are per state and are for state-wide termination within the same state. Domestic Dedicated rates set forth in the Service Order are shown in terms of full minutes and are billed in six (6) second increments with an initial six (6) second increment with four (4) digit rounding. Domestic switched rates set forth in the Service Order are shown in terms of full minutes and are billed in six (6) second increments with an initial thirty (30) second increment with four (4) digit rounding. All domestic rates and charges are subject to change upon five (5) calendar days notice to Customer.

9.4. Extended Domestic and International rates set forth in the Service Order, with the exception of rates for Mexico, are shown in terms of a rate per minute and are billed in six (6) second increments with four (4) digit rounding, with an initial thirty (30) second increment. Calls for Mexico are billed in full minute (60 second) increments. Extended Domestic and International rates and charges, including for Mexico and Canada, are subject to change upon one (1) calendar days notice. Service availability is subject to the availability of facilities to and in the particular countries.

9.5. Installation and any non-recurring charges shall be specified in the Service Orders. The monthly recurring charges do not include telecommunication installation fees, domain name registration fees, monthly line charges, Local Access, or equipment costs. Additional fees may apply for routes added, maintained, changed and deleted. If Customer terminates the Service request prior to the start of Service, Customer agrees to pay for all costs for pre-engineering and other installation efforts undertaken on behalf of Customer.

9.6. If during Customer's billing period, Customer's domestic long distance traffic originates or terminates at a location not listed on Powernet's OCN List found at www.powernetco.com in an amount that exceeds Powernet's average percentage of origination or termination traffic for the billing period, Powernet reserves the right to assess a four-cent (\$.04) per minute surcharge on all such excessive Customer originating and terminating minutes. Customer agrees to pay all such adjusted charges.

9.7. With respect to Two-Way Local and Two-Way Complete, Customer shall have a balance of inbound and outbound traffic consistent with two-way service applications. In the event Powernet reasonably determines the balance of traffic is unacceptable, notwithstanding anything to the contrary contained herein, Powernet has the right to modify its local charges upon thirty (30) days notice.

9.8. With respect to the Two-Way Complete and Two-Way Local services, Customer agrees to maintain no more than sixty percent (60%) of the domestic portion of Customer's Total IP Minutes (as defined herein) for outbound local termination. Powernet shall have the right to apply and Customer agrees to pay up to a ten cents (\$.10) per minute surcharge to the number of minutes by which outbound local termination minutes exceed sixty percent (60%) of the domestic portion of Customer's Total IP Minutes. For purposes of this section, Customer's Total IP Minutes will include all inbound and outbound local traffic minutes.

9.9. With respect to Two-Way Local, Customer agrees to pay Powernet an additional surcharge as determined by Powernet for all outbound long distance calls (domestic or international).

9.10. In the event Customer desires to transition its TNs from one configuration of SIP Gateway Service to another, Customer must obtain Powernet's prior written approval before such transition may occur. Customer acknowledges that such transition may be subject to additional charges.

9.11. If DIA is requested by Customer, DIA Installation and any DIA 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.

9.12. If DIA is requested by Customer, pricing for DIA 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.

9.13. With respect to SIP Gateway Outbound Service, Customer agrees to maintain at least sixty percent (60%) of the domestic portion of Customer's total IP minutes for termination as an Interstate call (i.e., a call for which the originating ANI and termination ANI are located in different states). Powernet shall have the right to apply and Customer agrees to pay up to ten cents (\$.10) per minute surcharge to the number of minutes by which non-Interstate minutes exceed forty percent (40%) of the domestic portion of Customer's total IP minutes.

10. Customer Warrants Calls are Internet Enabled Calls.

10.1. Customer represents to Powernet that all calls Customer sends to Powernet for termination are internet-enabled calls (i.e., a call transmitted from Customer's premise in internet protocol format and not a call originated via the PSTN) (hereinafter referred to as an "IP Call").

10.2. In the event Powernet determines that the calls sent to Powernet for termination are not IP Calls as then described and as represented by Customer, in addition to the Charges described in section 5 above, Customer agrees to pay Powernet up to an additional ten cents (\$0.10) per minute surcharge for all non-IP Calls.

10.3. Customer agrees to indemnify and hold Powernet, its affiliated companies and any third-party provider or operator of facilities employed in the termination of IP Calls harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments asserted against such parties to the extent any call provisioned under this Attachment is not an IP Call as then described and as represented by Customer.

11. No Third Party Calls. Customer shall not send any calls that would incur any third party charges including but not limited to 800 collect, third party, 900/976 or credit card calls.

12. Limitation of Liability.

12.1. Customer understands and agrees that Powernet shall have no liability whatsoever associated with Customer's use of the Public Internet for Powernet's IP Voice Service, including without limitations with respect to any failure, delay, loss or other damages or losses. 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 provided by Powernet is provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, 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.

12.2. 911 Calling Availability. **911 SERVICE IS NOT AVAILABLE WITH VOIP TERMINATION SERVICE OR INBOUND COMPLETE SIP GATEWAY SERVICE. 911 SERVICE IS AVAILABLE ONLY WITH TWO-WAY LOCAL AND TWO-WAY COMPLETE SIP GATEWAY SERVICES AND MUST BE SPECIFICALLY ORDERED PER TN BY CUSTOMER.** IN THE EVENT CUSTOMER ELECTS NOT TO ORDER 911 SERVICE WITH RESPECT TO PARTICULAR TNS, OR CUSTOMER HAS VOIP TERMINATION SERVICE OR INBOUND COMPLETE SIP GATEWAY SERVICE, CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING ON POWERNET TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES ("911 SERVICES") AND THAT IT WILL NOT ROUTE EMERGENCY SERVICES ("ES") CALLS TO POWERNET USING SUCH TNS. IN ADDITION, CUSTOMER AGREES THAT POWERNET SHALL INCUR NO LIABILITY, DIRECT OR INDIRECT TO ANY PERSON WHO DIALS OR ATTEMPTS TO DIAL 911 OR ANY OTHER EMERGENCY SERVICES NUMBER. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH 911 SERVICES. FURTHER, CUSTOMER WILL INDEMNIFY AND HOLD POWERNET AND ITS AFFILIATES, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, COST, LIABILITY, AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), INCURRED AS A DIRECT RESULT OF ALL CLAIMS, SUITS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY (INCLUDING ANY END USER) THAT ARISE FROM CUSTOMER'S DIALING OR ATTEMPTING TO DIAL THE DIGITS "911" OR ANY OTHER EMERGENCY SERVICES NUMBER OR FROM ANY OTHER PERSON AT CUSTOMER'S PREMISES WHO MAY BE AFFECTED BY THE DIALING OF THE DIGITS "911" OR ANY OTHER EMERGENCY SERVICES NUMBER.

12.3. WITH RESPECT TO 911 SERVICES SPECIFICALLY ORDERED PER TN BY CUSTOMER WITH TWO-WAY LOCAL AND TWO-WAY COMPLETE SIP GATEWAY SERVICES, POWERNET WILL SEND ONLY THE CUSTOMER'S MAIN BILLING TELEPHONE NUMBER ("BTN") TO THE E911 NETWORK FOR TRANSFER TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT ("PSAP"). THEREFORE, ONLY THE PHYSICAL ADDRESS LISTED FOR THE BTN WILL BE DISPLAYED AT THE PSAP. 911 SERVICES ARE OFFERED SOLELY AS AN AID IN CONTACTING AN APPROPRIATE PSAP IN CONNECTION WITH FIRE, POLICE, AND OTHER EMERGENCIES. POWERNET IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF 911 SERVICES, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING SERVICES UNDER THIS AGREEMENT.

12.4. POWERNET IS NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION OR USE OF EMERGENCY SERVICES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY POWERNET OR THIRD PARTY SUPPLIERS.

12.5. Disconnection of Service. SHOULD CUSTOMER'S SERVICE BE TERMINATED FOR NONPAYMENT OR ANY REASON WHATSOEVER, CUSTOMER WILL LOSE ITS 911 SERVICE. POWERNET SHALL NOT BE LIABLE FOR CLAIMS FOR INJURIES, DEATH OR LOSS TO PERSONS OR PROPERTY INCURRED BY ANY PERSON AS A RESULT OF ANY PERSON ATTEMPTING TO ACCESS 911 OR ANY OTHER EMERGENCY SERVICES NUMBER AFTER DISCONNECTION.

12.6. 911 CALLS CANNOT BE DIALED OR DELIVERED IF CUSTOMER'S ACCESS CIRCUITS OR GATEWAY LOCAL SERVICE FAILS FOR WHATEVER REASON. DUE TO THE LIMITATIONS OF 911 SERVICES, YOU SHOULD HAVE AN ALTERNATE MEANS OF ACCESSING 911 SERVICES SUCH AS MAINTAINING A TELEPHONE CONNECTION THROUGH YOUR LOCAL EXCHANGE CARRIER.

12.7. Customer Acknowledgment. CUSTOMER ACKNOWLEDGES THAT POWERNET HAS ADVISED CUSTOMER OF THE ABOVE LIMITATIONS AND THAT CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS POWERNET ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 OR E911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

12.8. Directory Listing. POWERNET IS NOT LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, AS A RESULT OF ANY ACT, OMISSION OR FAILURE TO LIST CUSTOMER IN CONNECTION WITH LISTING CUSTOMER'S INFORMATION IN ANY PUBLISHED DIRECTORY. POWERNET IS NOT

LIABLE FOR ERRORS OR OMISSIONS IN CUSTOMER'S INFORMATION LISTED IN ANY PUBLISHED DIRECTORY, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF SUCH INFORMATION.

12.9. Indemnification. Customer will defend, indemnify 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, resulting from, or based upon, any complaint, claim, action, proceeding or suit to the extent that such claim is from or in any way connected with any claims from Customer's use of the Services as a result of any unauthorized or illegal provision or use of the Services.

13. Regulatory Ruling Effect on Service. In the event any ruling, decision or determination by the FCC or any court of competent jurisdiction concerning IP calls is inconsistent with the description of an IP Call as set forth herein, Powernet reserves the right to modify the description to be consistent with such ruling, decision or determination. In such case, Customer may terminate this Schedule without any termination liability (other than charges for IP Voice Service provided through the effective date of termination).

14. Customer Security Measures. Customer is responsible for the configuration, operation and maintenance of its Local Area Network (LAN) and for the purchase and maintenance for all equipment necessary to connect to the SIP Network. Customer shall, at its own expense, take all reasonable physical and information system security measures necessary to protect all equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with the Service. Customer is responsible for all security measures with respect to Customer's Facilities, including firewall security policies, even if Customer uses a third party (or Powernet) to configure and implement such measures. Customer will be responsible for damage to any equipment used in conjunction with the Service. Powernet shall have no liability whatsoever for damage to Customer's information system, equipment, software or data as a result of Customer's use of the Service.

15. Interference with Network. If Powernet believes that Customer is causing interference or obstruction in the network, Powernet may immediately suspend Customer's Service without notice. Powernet will notify Customer of the issue as soon as possible and work with Customer to eliminate the condition adversely affecting Powernet's Service and restore Service. All use of the Service on Powernet's network shall comply with Powernet's Acceptable 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.

16. Forecast. Customer will provide Powernet an adequate usage forecast at least three (3) months prior to such projected usage.

17. System Maintenance. In the event Powernet determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Powernet will use good faith efforts to notify Customer prior to the performance of such maintenance. In no event shall interruption for system maintenance constitute failure of performance by Powernet.

18. 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 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.

19. Domain Name Service. In connection with the provision of DIA, Customer must register their domain name. Powernet at Customer's request will provide Customer with primary domain name service.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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 your 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.

19.5. 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.