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## **NETWORK SERVICES EXHIBIT**

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Please read this Agreement carefully before using the Services. The following terms are applicable to Customer's Network Services, including but not limited to, DIA (Dedicated Internet Access), MPLS, Private WAN (Wide Area Network) and Point-to-Point (Private Line Services), and together with the Master Service Agreement ("MSA") and the Incorporated Agreements constitute the entire agreement between Customer and DCT Telecom Group, Inc. (DCT). By accessing or using the Services, you agree to be bound by the terms in these documents. If you do not wish to be bound by these terms and conditions, you may not access or use the Services. If you utilize the Services in a manner inconsistent with this agreement or DCT's Additional Terms and Conditions, DCT may terminate your access, block your future access and / or seek additional relief as the circumstances of your misuse indicate is proper. DCT may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement at [www.4dct.com](http://www.4dct.com). You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Services shall be deemed your continued conclusive acceptance of the modified Agreement. **In the event of any conflict between the terms set forth in this Network Services Exhibit and DCT's Additional Terms and Conditions or any other agreement executed between the parties, the terms of this Network Services Exhibit shall prevail.** Any capitalized terms not defined herein will have the meanings ascribed to them in the remainder of the Agreement.

### **INSTALLATION AND PROVISIONING**

#### **CUSTOMER LOCAL AREA NETWORK (LAN)**

Customer acknowledges and understands that Service performance may vary based upon Customer's LAN infrastructure. The configuration of the Customer LAN remains the responsibility of the Customer. DCT may, at its sole discretion, offer Professional Services at the then current rates to assist Customer in configuration of Customer LAN elements. In no case will DCT be held responsible for any interruptions to Customer's business, or failure of Customer's LAN or equipment as a result of this assistance. For the purpose of this section, "LAN" is defined as Customer owned routers, firewalls, cabling, switching equipment, punchdowns, patch panels, paging equipment, analog interfaces, FAX machines, credit cards, door openers, phones, and other equipment connected to these items.

### **SERVICE ELEMENTS**

#### **NETWORK TERMINATING EQUIPMENT**

DCT routers will be configured to meet the needs of DCT in handing off WAN circuits to the Customer LAN. This can include, when specified by the Customer, basic NAT, and when sold in conjunction with HPBX, LAN DHCP and the creation of up to 2 VLANs. In addition, if specified on the Sales Order, routers can be configured to provide redundant service between 2 WAN connections provided by DCT. This failover will allow Internet connectivity across an alternate connection in the event of the complete failure of a primary connection. Connectivity will be interrupted briefly during the failover process.

#### **BANDWIDTH**

Service will be provided at the bandwidth purchased, and DCT will do nothing to inhibit any traffic up to and including the purchased data rate, unless specifically requested by Customer. Actual data rates measured within the DCT core may vary by 5% - 10% based on the testing tools used, and DCT will not be responsible for resolving a bandwidth measurement provided by a tool other than those used by DCT.

The bandwidth purchased is the amount of bandwidth available to Customer to reach the DCT core. DCT cannot guarantee any amount of bandwidth available to a particular off-net location. Access to on-net locations will always be available at the full purchased bandwidth (router to router).

#### **NETWORK BASED FIREWALL**

All features included in Network Based Firewalls, and the scopes thereof, must be specifically called out in the Sales Order. Additional features may or may not be available and are chargeable. Note that Network Based Firewalls are a separate chargeable element to any network components, and billing start dates for networks will be set irrespective of when the final configuration of Network Based Firewalls is complete.

#### **HANDOFFS**

All WAN connections include a single physical RJ45 handoff to the Customer LAN. Any other configuration will result in additional configuration and equipment charges.

**MODIFICATIONS TO SERVICE**

**CHANGES TO FEATURES OR BANDWIDTH**

Customer may add or delete features, or upgrade or downgrade bandwidth on existing Services at any time during the Service Term by contacting DCT Customer Care at customerservice@4dct.com. Changes will be processed within 45 business days, and new billing will begin as of the upgrade / downgrade processing date. Per unit pricing on any item is extended to Customer based on the cost and quantities of all items identified on a Sales Order, and reduced quantities may affect the per unit pricing. All changes to billing will be processed subject to the Term Plan Monthly Minimum. Note that 100% of MRCs are subject to a one year minimum.

**EQUIPMENT**

**CUSTOMER PROVIDED EQUIPMENT**

Customer acknowledges that the delivery of Services will require the installation of Customer Premise Equipment (CPE). All CPE provided and owned by DCT will, at all times, remain the property of DCT. Upon termination of any Services, Customer's right to use the CPE will immediately end and Customer shall return the CPE in accordance with the DCT Return Policy.

DCT will not be liable or responsible for any installations, testing, troubleshooting, repair, integration, support or maintenance regarding any CPE used in connection with the Services. Customer hereby represents and warrants that they possess all required rights, including software and/or firmware licenses, to use any equipment that we have not provided to you.

**RENTAL OPTION**

DCT will charge the Customer a Monthly Recurring Charge (MRC) that includes the use of devices during the Service Term. This also includes a fee for maintenance items such as hardware and software maintenance, upgrades (if required by DCT) and IP phone support. Note that this maintenance extends only to support features required by DCT for the DCT Network Services as designed and purchased.

When upgrading, downgrading, adding or removing Services, Customer may be given the option to:

- a) purchase any new equipment as an NRC at DCT's then current price. The new MRC will be the Purchase Option MRC.
- b) agree to renew their Services and extend their term at the then upgraded Rental Option rate, with no additional NRC, or
- c) pay a one time "catch-up" NRC to be determined by DCT on an individual case basis. The new MRC will be the Rental Option MRC.

In the event of the need for replacement of a defective device, the monthly fee will continue to apply and DCT will send replacement equipment to arrive within 1 business day of the request, assuming the need is identified before 5:00 p.m. Eastern Time, Monday – Friday. Units found to operate normally once returned will be subject to an NRC restocking fee of 65% of the then current replacement cost of the unit. If the original equipment is not received within 14 days via our Return Policy, the Customer will be required to purchase that unit at the then current replacement cost. Customer will reimburse DCT for the total cost of repairing or replacing any Equipment on a time and materials basis in the event of misuse, failure to exercise reasonable care, altering original configuration, damage, theft, or disaster.

Equipment provided for Services may be new or recertified. DCT will not be responsible for managing any equipment longer than the time period for which the manufacturer of that device supports the hardware and software on that device. In the event this time period expires prior to the end of the Customer's contract term, DCT reserves the right to replace any equipment with equipment having similar feature sets. If the manufacturer assigns DCT provided equipment an End of Life or End of Sale distinction, DCT reserves the right to discontinue support of that equipment.

If Customer chooses to terminate Service, all DCT owned equipment must be returned via our Returns Policy. If the original equipment is not received within 14 days via our Return Policy, the Customer will be required to pay a fee equivalent to the then current replacement cost.

**PURCHASE OPTION**

DCT will charge a one-time NRC per device. Customer can request a replacement at any time and will be required to purchase new equipment at the then current rates. Warranty support for purchased devices will not be handled by DCT, and should be addressed directly with the device manufacturer.

If Customer is not under a DCT Customer Specific Term Plan, the Customer defaults to the purchase option and DCT requires Customer to purchase any new equipment.

**WARRANTIES**

All equipment purchased from or managed by DCT is subject to the terms and conditions set forth in the Manufacturer's or Publisher's warranty, end-user license, or agreement as applicable. DCT does not offer a warranty of any kind, express or implied, during the Service Term other than passing on the original equipment manufacturer warranty for any equipment purchased by Customer.

**DEVICE FIRMWARE**

Customer has not been granted by DCT any license to use the firmware or software used to provide the Services or embedded in equipment used to provide the Services, other than a nontransferable, revocable license to use such firmware or software in object code form strictly in accordance with the terms and conditions of this Agreement. Customer shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. DCT may provide testing and upgrading of firmware on equipment as necessary.