

1. Service Name:

MPLS VPN

2. Service Term:

All services under this schedule shall individually each be on a 5 year Service Term which commences when the Service billing begins. Upon each expiration, the term shall renew automatically for an additional term equal to the Service Term listed herein (each a “Renewal Service Term”) unless the Service is terminated at the end of the Service Term or at the end of any Renewal Service Term by a Party notifying the other in writing of such intention no later than ninety (90) days prior to the end of the Initial Service Term or Renewal Service Term, as the case may be. At the end of each Renewal Service Term, an additional Renewal Service Term will commence unless the Service is terminated in accordance with the foregoing.

3. Service Description

The MPLS VPN service enables Customer to connect all its business locations into a single Private Network.

MPLS Gateways are located in each of Comwave’s broadband data centers, and are operated by Comwave on behalf of Customers. Each MPLS Gateway includes:

- An “MPLS Cloud” consisting of virtual routers inside each of Comwave’s Provider Edge routers that are linked together via MPLS into a fully meshed private network using Comwave’s private backbone
- An “IPSec VPN Gateway” that enables Off-Net sites to securely connect into the MPLS Cloud over the public Internet
- An “Internet Gateway” that enables all sites to connect securely to the public Internet with firewall protection

Each location connects via VPN into the Comwave MPLS Cloud.

Detailed specifications for each component of the MPLS VPN service are described below, in Section 4: “Service Specifications”. Comwave reserves the right to change these specifications as Hardware vendors change their products.

Onsite Installation is required. All sites must have either an active Comwave broadband connectivity service or some third-party Internet service. This service, as described, is available to locations in Canada only. For locations outside Canada, Comwave will provide adjusted service level commitments for Hardware replacement.

4. Service Specifications:

MPLS VPN Components

The MPLS VPN Service includes:

- One MPLS Gateway Service; MPLS Gateway Plus is optional.
- MPLS VPN service for each site with VPN CPE. Each site can optionally be configured with a backup failover connection, and with high availability redundant Hardware.
- Monitoring and Customer Portal
- /29 Public Static IP Addresses (5 usable)

MPLS Gateway Service

The MPLS Gateway Service includes:

- A Virtual Domain instance in each of Comwave’s Provider Edge routers dedicated to Customer (“Customer VDOM”). Together these Customer VDOMs form the “MPLS Cloud” which enables fully-meshed communication between all sites.
- A Virtual Router inside a high-availability security platform co-located with **one** of Comwave’s Provider Edge routers (the “Security Platform Virtual Router” or “SPVR”). Each SPVR is dedicated to a single customer. The SPVR is connected directly into the Customer VDOM.
- The SPVR provides IPSec VPN termination for all sites’ primary and failover circuits (“IPSec Gateway”).
- The SPVR provides Internet access from inside the MPLS Cloud (the “Internet Gateway”). The Internet Gateway protects the private network via
 - i) Network Address Translation (“NAT”) that hides the private IP address of the host, and
 - ii) a Firewall.
- By default, the Internet Gateway is turned off and the Customer’s Private Network is completely isolated from the public Internet. If Customer wishes to provide Internet access to some or all of its computers in the Private Network, then an authorized representative from Customer must specify to the Managed Network Services (“MNS”) team at Comwave via email the firewall policies required. Comwave will configure the SPVR accordingly within two (2) business days of receiving a request. Up to 15 such firewall policy change requests will be accepted per year. Additional policy changes will be charged based on the engineering



Schedule B11 – Service Description MPLS VPN

time required. Changes to the configuration of the Hardware/CPE at a site will be charged based on the engineering time required.

Comwave will use its best efforts to ensure that Customer's requested firewall policies are secure and to warn Customer if the requested firewall policies contain vulnerabilities. However, Comwave accepts no liability for problems or security breaches that might occur as a result of allowing Internet access through the Internet Gateway, unless such problems or breaches are due to Comwave's negligence or failure to configure the firewall precisely according to Customer's emailed instructions. In no case shall any such liability exceed the amount specified in the "Limitation of Liability" section of this Agreement.

- Whitelists (which only allow Internet access to certain specified domains and subdomains) are not supported. Due to the dynamic source content of modern websites, whitelists can very quickly become cumbersome to manage, and can negatively impact network performance. This functionality can be achieved by blocking access to specific content categories using the web filtering component of the optional UTM Controller – Premium service (see Schedule B20).

Hardware

Hardware, also referred to as Customer Premise Equipment (CPE), is required at each site and varies based on the solution design. It will include a VPN CPE, and may also include a LTE wireless modem, Wi-Fi Access Point, Switch or other devices.

Monitoring

Comwave will monitor Customer's connectivity circuits 24x7 using the Comwave Network Operations Center.

- A failure will only be identified after approximately five minutes after the circuit actually suffers a hard failure. A trouble ticket will then be automatically generated by our monitoring system. This information is available in the Comwave Customer Portal.
- If Customer has chosen to receive circuit failure alerts, the system will automatically email an alert for each trouble ticket created to the email address designated by Customer. Email alerts are not sent immediately, but are delayed because most outages self-resolve within 15 minutes; during daytime alerts are sent after 15 minutes, at night-time, after 30 minutes. If the site recovers before the email is sent, no alert is sent. However, the Trouble Ticket will be available for review in the portal at any time thereafter.
- Comwave's technical support staff will initiate the troubleshooting process, and follow through as appropriate with any carriers until the problem is fully resolved. Tickets may also be opened by authorized Customer staff calling or emailing Comwave's technical support department.

Optional Services

Failover Back-up

Comwave can provision an additional connectivity circuit or wireless 4G/LTE to act as a redundant circuit in the even the primary circuit fails. The flip from primary to failover is near real-time offering an unmatched network uptime. Additional hardware is required.

MPLS Gateway Plus (Backup SPVR)

MPLS Gateway Plus adds a second high-availability SPVR (the "Backup SPVR") in a geographically separate data centre from the SPVR included with the MPLS Gateway Service (the "Primary SPVR")

- With the Backup SPVR, all IPsec VPNs are able to terminate on both the Primary and Backup SPVRs.
- If the Primary SPVR fails or some other outage affects the location of the Primary SPVR then all VPN traffic will be directed through the Backup SPVR to Comwave's other data centre.
- The Backup SPVR also provides Internet access for all On-Net sites connected into that data centre, improving their speed of Internet access somewhat. The Firewall policies applied to the Primary SPVR will also be applied to the Backup SPVR as appropriate.

Extended Warranty for Hardware

Extended Warranty service may be purchased for each Hardware device to provide repair/replacement of failed units, as defined in section 6i, beyond the standard warranty period.

High Availability "HA"

For business critical sites, redundant Hardware can be setup in a high availability cluster design. Requires 2 routers, 2 switches, and a backup connectivity circuit. The site can continue to operate even with one failed router and/or one failed switch.



Schedule B11 – Service Description MPLS VPN

5. Standard Pricing:

Actual Customer pricing is set forth in Schedule C – Pricing and Initial Order, and may deviate from the standard rates and Service Terms set forth below.

The Standard Pricing set forth here shall apply to any items not explicitly set forth in Schedule C.

Monthly Recurring Charges

The Monthly Recurring Charges (“MRC”) shown in Schedule C for MPLS VPN apply to each individual MPLS VPN service installed for Customer. Each MPLS VPN service is subject to the minimum term selected in Schedule C starting from the date that circuit is first accepted by Customer as described in Section 9: “Service Acceptance”.

Activation and Installation Charges

A one-time Activation Fee as specified in Schedule C will be charged for each MPLS VPN service at the time of Service Acceptance unless included in the Hardware charges in Schedule B99. Additional charges will apply for remote locations and a quotation will be provided to the Customer.

Hardware/CPE

Unless specifically leased under the Hardware Lease Schedule, a one-time Initial Purchase Fee set forth in Schedule C will be charged for each device at the time of Service Acceptance. A Monthly Recurring Charge for each device in service will then apply for Next Day Hardware Replacement if the Extended Warranty service is purchased.

Service Change Fees

Service Change	\$150/hour
Order cancellation 24 hours from this Order	No Charge

6. Service Responsibilities:

Comwave Shall:

- a. Comwave will provide up to 5 Hours for E2E (Engineer-to-Engineer) Design and Implementation Consulting Services. Services will include low level design requirements gathering and configuration implementation. Any hours exceeding will be billed accordingly.
- b. Consult with Customer’s designated technical representatives regarding the design of the MPLS VPN, specifically:
 - IP addresses ranges to be used,
 - Routing within the Private Network,
 - Firewall policies for Internet Access
- c. Setup the MPLS Gateway, and configure each circuit to terminate within the MPLS Cloud
- d. Configure the VPN CPE and other Hardware appropriately and maintain such configuration in an on-line database so the configuration can be restored to the device whenever necessary
- e. Inform the customer of the services ordered and relay the activation date to the Customer
- f. Ground ship any Hardware purchased to the location designated by Customer. Shipping fees will apply.
- g. Free technical support
- h. Provide ongoing service management as defined herein
- i. Provided Hardware installed at Customer premises is under warranty Comwave will repair and/or replace the Hardware that is determined by to be defective and not the subject of Customer misuse. Comwave will use commercially reasonable efforts to send replacement Hardware via next business day delivery. Model and specifications for the Hardware are subject to change without notice. Replacement of the hardware is at the sole discretion of Comwave. The Hardware that is replaced must be returned to Comwave. If the Hardware is not returned within 20 business days, Comwave may charge for the full cost of the Hardware. Hardware that is not under warranty shall be replaced after Customer approved quotation.

Customer Shall:

- a. Provide correct information about service location. Information to include but is not limited to; customer’s existing phone line provider, building address including suite number as displayed on the phone provider’s invoice.
- b. Be responsible for any per call or message unit charges incurred through use of a provided dialup account

7. Installation:**Onsite Installation**

A Comwave technician will visit the site at a time agreed to by Customer's designated representative. The technician will connect the VPN CPE to the modem or other device terminating the Primary and Broadband Failover Connections, then test and verify connectivity to Customer's MPLS Gateway.

No internal wiring is included. The technician is not responsible for any other configurations when onsite, such as setting up workstations, POS equipment and other equipment that are not supplied by Comwave Communications. If any additional tasks are required, a custom statement of work and quote is required. Scheduling is subject to availability of technicians.

In order to provision an Onsite Installation, Customer acknowledges and agrees to meet the following requirements:

- Customer's staff must be aware a technician will be coming onsite, and be available to provide prompt access to the premises, wiring closets, etc. during the entirety of his scheduled visit
- Staff at site must know where equipment (Hardware shipped by Comwave) is within the premise
- Customer's onsite contact as specified to Comwave must either be present for the installation or be immediately available by telephone

These requirements are in place to ensure that a technician need only be dispatched one time per location. Should Customer fail to meet these obligations, Comwave reserves the right to charge Customer for subsequent visits. If Customer requests to reschedule the installation with less than two full business days advance notice, Comwave reserves the right to charge Customer a Schedule Change Fee of \$95.

8. Service Level Commitments:**MPLS Gateway - Service Availability and Performance**

The MPLS Gateway Service includes the MPLS Cloud, Internet Gateway and IPSec Gateway.

Availability:

- Defined as whether all components of Customer's MPLS Gateway are capable of transmitting traffic over the Private Network, or from the Private Network to/from the Internet
- Measured over a period of 1 week, and combined into a moving 13 week average, excluding pre-announced maintenance periods, or acts of God or war
- No less than 99.9%.

Latency:

- Defined as the time required for VPN traffic to transit from the first Comwave Provider Edge router to the last Comwave Provider Edge Router before going to its destination.
- Does not include the time required for VPN traffic to move from the originating site to the Provider Edge router or from the last Provider Edge router to the destination site.
- Measured as an average over a period of 1 week, and combined into a moving 13 week average
- Local, where the first and last Provider Edge Router are the same: latency no more than 15ms
- National, where the first and last Provider Edge Router are different: latency no more than 50ms

Limitations:

- Outages due to equipment failure, power interruptions, fire, flood, acts of God and war are excluded.

Remedy:

- Upon written request by Customer within 30 days of the failure to meet either the Availability or Latency SLA
- Comwave will credit Customer with 33% of the Monthly Recurring Charge for the MPLS Gateway Service, for each week that either the Availability and/or the Latency SLA is not met, to a maximum of 100% of the Monthly Recurring Charge in a single month.

MPLS VPN Service Availability and Performance

Availability:

- Defined as the ability to transmit data to Customer's MPLS Gateway when either primary or failover connection is functioning properly
- Measured as an average over a period of 1 week, and combined into a moving 13 week average, excluding pre-announced maintenance periods, failures of any on-site VPN HARDWARE, or acts of God or war



Schedule B11 – Service Description MPLS VPN

- On-Net MPLS VPN: no less than 99.9%
- Off-Net MPLS VPN: no less than 99.0%

Performance:

- No separate performance SLA is provided

Limitations:

- Outages due to equipment failure, power interruptions, fire, flood, acts of God and war are excluded.

Remedy:

- Upon written request by Customer within 30 days of the failure to meet the Availability SLA
- Comwave will credit Customer with 33% of the Monthly Recurring Charge for the affected MPLS VPN Service, for each week that the Availability SLA is not met, to a maximum of 100% of the Monthly Recurring Charge in a single month.
- If Customer's MPLS Gateway is not available, then each individual MPLS VPN is also defined as being not available. Thus, if the Gateway did not meet its SLA then, depending on the duration of the outage, a credit might be available for each individual service as well.

Change Management

Configuration support for changes is available Monday to Friday 8AM to 5PM Pacific Time. The number of configuration changes permitted per year is specified above in Section 4.

Major changes can be scheduled to occur in Customer-defined maintenance windows outside normal business hours. A minimum of one-weeks' notice is required in order to set up such a Customer-defined maintenance window. Comwave reserves the right to charge an Out-of-Hours Change Fee of \$300 per hour for any such work.

Next Business Day VPN HARDWARE Replacement

Pursuant to Section 6j, if Comwave fails to replace Hardware within the time interval set forth, then upon request, Comwave will credit Customer with one-thirtieth (1/30) of the Monthly Recurring Charge for the affected MPLS VPN service for each day or part of a day thereafter that the outage continues.

Chronic Outages

Comwave commits that the MPLS VPN will continue to function without Chronic Outages after its acceptance.

If an individual MPLS VPN Service suffers from Chronic Outages, then Customer may cancel the individual Service without incurring the Early Termination penalty for that Service.

If the MPLS Gateway Service suffers from Chronic Outages, then Customer may cancel the Gateway Service and all MPLS VPN services attached to that Gateway without incurring any Early Termination penalties for any of the cancelled services.

Chronic Outages shall be defined as five or more Service Interruptions, each lasting two hours or more, within any period of 30 consecutive calendar days. A Trouble Ticket must be opened for each Service Interruption while the interruption is occurring, and End-User must have someone present to provide reasonable assistance such as power cycling the HARDWARE while the Comwave technicians attempt to resolve the problem. Customer must give notice of intent to cancel within 7 calendar days after the last Service Interruption. Comwave shall then have 30 calendar days to cure the problem. Comwave shall be deemed to be unable to cure the problem if there are more than two Service Interruptions of two hours or more each during the last 10 calendar days of the cure period.

Modifications

Comwave reserves the right to modify any of the above Service Level Commitments upon 30 days written notice to Customer. These modifications may apply both to new and existing circuits ordered under this Agreement. If these modifications reduce the future levels of committed Service Delivery for existing circuits, then Customer may cancel these circuits. Unless Customer provides notice of intent to cancel existing circuits within 30 days after written notice was issued by Comwave, Customer is deemed to have accepted the Service Level Commitment modifications for all circuits ordered under this Agreement.



Schedule B11 – Service Description MPLS VPN

9. Service Acceptance:

The Services are deemed installed and accepted upon successful testing by Comwave technicians.