



BRING YOUR OWN BROADBAND DISCLOSURE AND NOTICE

On or prior to the date of this Bring Your Own Broadband Disclosure and Notice (“**BYOB Notice**”), effective as of the date last set forth below, EarthLink (“**EarthLink**”) and the Customer identified below, have entered into an Agreement for Service or Master Service Agreement relating to Customer’s purchase of voice, data and/or Internet services from EarthLink (“**Agreement**”). The parties agree to amend and/or supplement the Agreement as set forth herein. For purposes of this BYOB Notice, “EarthLink” means EarthLink, LLC and its related entities that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this BYOB Notice, the Agreement, and any other agreement executed between the parties, the terms of this BYOB Notice shall prevail.

The EarthLink Bring Your Own Broadband feature (“**BYOB**”) allows business customers to use their cable modem, DSL modem, or other broadband Internet connection to make and receive Voice over IP (VoIP) phone calls. In the event that Customer shall use any services provided by EarthLink (“**Service**”) (i) in combination with any service not provided by EarthLink but provided by the Customer or the Customer’s vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by EarthLink, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc.) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services (collectively referred to as “**Customer Equipment**”), (iii) with any other service platform that is not connected to an EarthLink provided access facility, or (iv) any EarthLink provided equipment used in combination with any broadband Internet connection not provided by EarthLink, Customer agrees as follows:

1. EarthLink will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Equipment used in connection with the Service.
2. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Equipment. The Service Level Agreement will not be applicable to any Service provided to Customer used in combination with the Customer Equipment.
3. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on www.earthlinkbusiness.com and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
4. EarthLink reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if EarthLink, in its sole discretion, believes that the above restrictions on use have been violated.
5. Customer acknowledges that it has received, has read and understands the 911 and E911 Disclosure and Notice and has provided an executed copy of same to EarthLink.

I acknowledge that I have received, read and understand this Bring Your Own Broadband Disclosure and Notice. I represent that I am an authorized representative of the company identified below to execute this Notice on behalf of such company.

Entity Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____