

The following EarthLink Complete™ Data Supplemental Terms and Conditions (“**Data T&C’s**”) amend and supplement the terms and conditions set forth in the Agreement For Service (“**AFS**”) or Master Service Agreement (“**MSA**”) and applicable Customer Experience Guide between EarthLink (“**EarthLink**”) and Customer dated concurrently herewith (“**Agreement**”). By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. For purposes of the Data T&C’s, “**EarthLink**” means EarthLink Business, 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 another agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement will remain in full force and effect. Capitalized terms used but not otherwise defined shall herein have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in the Data T&Cs, the Agreement, and any other agreement executed between the parties, the terms of the Data T&Cs shall prevail.

A. **Data Service.** Defined either as Internet or Multi-Protocol Label Switching (“**MPLS**”) Services respectively, delivers data packets from any Service location to the Internet or any other Service location, wherein the service location as part of the the MPLS service, connects to any other service location in a Customer’s network over the EarthLink network backbone.

For local access to a Host Service location in a network, Customer may choose between Ethernet, T-1 and DS-3 options.

1. **Local Access.** Local access to a remote Service location in a network may be provided via a DSL, T-1, Wireless Data, Ethernet or DS-3 circuit, but Class of Service (CoS) differentiation is available only for Service locations with Ethernet, ADSL, T-1, and DS-3 access. Each remote Service location is connected to the EarthLink MPLS Provider Edge (PE) router via a permanent virtual circuit (PVC) or Point-to-Point Protocol (PPP) depending on the type of local access used. For DSL local access, the Customer Edge router provides an Ethernet 10 or 10/100 megabit interface to connect to Customer’s LAN. For Ethernet, T-1, Wireless, and DS-3 local access, a Customer Edge router at each Service location provides an Ethernet 10 or 10/100 or 10/100/1000 megabit interface to connect to Customer’s LAN at each Service location. Cable Access Services may be subject to up to 50% fall out due to the limitations of the underlying provider. For Internet access via a network port, MPLS Service Customers are provided InternetConnect Service and may choose to allow or block incoming Internet traffic. Use of EarthLink-provided Customer Premises Equipment (CPE) is required for all Network Services unless otherwise agreed to by the Parties in an executed amendment or similar document. MPLS Service Level Agreement (“**SLA**”) is posted at www.earthlinkbusiness.com. EarthLink will provide the applicable CoS for such tagged data as it is transferred across the EarthLink network backbone. To properly qualify traffic for CoS purposes, Customer or its third-party designee must instruct the CE routers to tag IP packets (using differentiated services or DiffServ) with the appropriate CoS indicators. Additional information about MPLS Class of Service can be found at www.earthlinkbusiness.com.

2. **Wireless Data Access.** Wireless Data usage is measured in bytes, kilobytes and megabytes - not in minutes/time. 1024 bytes equals 1 kilobyte (“**KB**”), and 1024 KB equals 1 megabyte. Bytes are rounded up to kilobytes, Customers will be charged at least 1 KB for each data usage session (“**Data Session**”). Rounding occurs at the end of each Data Session, and sometimes during a Data Session. Depending on Customer’s Wireless Data Access usage plan, usage may be charged against an allowance or on a fixed price per KB. If Customer is charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. The Customer is charged for all data directed to the CPE IP address or Wireless interface, including data sessions the Customer did not initiate, data transferred for the establishment and maintenance of network connections, data transferred for reporting and alarming purposes, such as Managed Router Services (“**MRS**”), and for incomplete transfers. As long as the CPE is connected to the Wireless Access network, Customer may incur data usage and subsequent charges.

a. **Usage Plans.** EarthLink offers a variety of Wireless access plans. Each plan includes a prescribed amount of data usage per month, ranging from 500MB to 10GB (each a “**Usage Plan**”) as described below:

There are two (2) Data Usage Plan types:

- **-Single Data Plan: Data Consumption is assessed on a per subscribed line basis**
- **-Pooled Data Plan: Data Consumption is assessed across subscribed lines sharing the same underlying wireless carrier, Data Usage Plan and Technology (4G/LTE or 3G).**

Customer will choose the Usage Plan that best suits its business needs. Any data usage exceeding the Usage Plan purchased by Customer will result in Per MB Overage charges (in addition to the base MRC of the Wireless Service).

Usage Plan Overage

Single Data Plan Overage

Customers subscribed to a Single Usage Plan and exceed the defined package amount of usage in a single month shall be assessed an overage charge of \$.05 per MB up to the Overage Cap charge of \$400.00. In the event a Single Usage Plan exceeds the defined package amount of usage in two (2) consecutive months, EarthLink has the right to change Customer to a higher usage plan and/or to a plan with no usage cap, with a commensurate increase in MRC and corresponding overage. EarthLink has the ability to restrict the amount of usage on the Wireless link to 300MB per month if the CPE is located in a roaming area.

Usage Plan ¹ (MB per month)	500 MB	1GB	2 GB	3 GB	5 GB	10 GB
Per MB Overage ²	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB
Overage Cap ³	\$400/Month					

¹Usage Plan: The amount of data usage included with the plan for a monthly recurring charge

²Per MB Overage: Charge for every MB of data usage in excess of the Usage Plan amount

³Overage Cap: Maximum monthly amount a Customer will be charged for Overage usage.

Pooled Data Plan Overage:

Customers subscribed to a Pooled Data Plan and exceed the defined package amount of usage in a month shall be assessed an overage charge of \$.05 per MB. Usage data is the sum of the subscribed lines sharing the same Data usage plan, network technology and underlying carrier

4G/LTE or 3G Usage Plan ¹ (MB per month)	500 MB	1GB	2 GB	3 GB	5 GB	10 GB
Per MB Overage ²	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB	\$0.05/MB

- b. Wireless Moves.** There are specific additional fees for moving MPLS Wireless Service locations. “Move” means a change in Service location as determined by EarthLink. Customer must request EarthLink to Move the MPLS Wireless access from one Service location to another by contacting a Customer Care representative at (855) 352-EL-CARE-1. Moves requiring simultaneous service at two separate locations will be treated as a termination and new installation, with the terminated Service being subject to the ETF charges..

3. Virtual Private Network (VPN) Services

- a. ReadyOffice Service.** This ReadyOffice Service enables the transmission of data between a Customer remote user and Customer's host Service location. The remote user is connected to the Host Service location by a virtual circuit created through 192-bit AES-encrypted tunneling over the Internet. This connection is made possible by Customer downloading the Network Connector software onto a server or PC at Customer's host Service location. Use of this Service requires that Customer have existing broadband Internet access at both the Remote and Host Service locations or order such access from EarthLink in conjunction with the Service. Windows 2000 or higher platform is required for the Host Service location terminal. The Service includes updated operating system virus protection, spyware detection and removal, and a web tool that enables Customer's network administrator to manage the Service for all remote end-users. Installation will be deemed complete on the date initially scheduled for the on-line installation of the Network Connector software, provided that the software is made available to Customer on such date.
- b. MPLS IPsec Service.** MPLS IPsec service enables the transmission of data between a remote service location and Customer's existing MPLS context over the Internet. The Internet connection may be provided by EarthLink or by a third party. If Customer provides their own Internet access through a third party ISP for this service EarthLink will have no responsibility for configuring or troubleshooting the ISP modem or router. Additionally, the third party ISP service will need to be ordered to specific requirements

provided by EarthLink and must be in a working condition prior to IPsec installation. If the third party ISP connection is not fully functioning and properly configured at the time of the scheduled installation the customer may be charged for a second installation attempt after the connection is properly functioning. The ISP-provided termination device should be running in routed mode or, if running in bridged mode, Customer must have a device on the network responsible for authenticating to the ISP network. EarthLink will not store username and password or authenticate to the ISP network. IPsec requires a dedicated, ISP provided, static public IP address which is assigned to the WAN port of the IPsec device, which Customer should order as part of the Internet service. The remote service location is connected to the MPLS context by a dynamic IPsec tunnel by software running on a router (“CPE”) owned and managed by EarthLink. The router is deployed at the remote service location and provides an Ethernet 10/100bt interface to the customer’s LAN at that location. Customer must subscribe to the EarthLink Network MPLS service to be eligible for this additional service.

4. **Basic Managed Router Service (also known as “Maintained Router”).** Managed Router Basic (“MRS Basic”) is included in the MPLS Service except that MRS Basic is not available on hardware provided by third parties to terminate third party circuits. MRS Basic monitors Customer network elements by sending ICMP pings to a monitored WAN IP address, identified for each piece of hardware in the myLink management portal. If a defined number of ICMP echoes are not returned to the MRS Basic engine within the thresholds designated by EarthLink, MRS Basic will automatically open a trouble ticket and display the hardware as “down” (i.e. not returning pings) on the myLink management portal. Once MRS Basic opens a trouble ticket, the trouble ticketing system sends an email notification to the contact email address provided by the Customer. If the hardware begins returning ICMP echoes within a threshold specified by EarthLink, MRS Basic may close the trouble ticket before triage by an EarthLink technician. MRS Basic can be used on the IPsec Service and reports the availability of the IPsec tunnel, but not of the underlying Internet access. Should customers choose to enable MRS Basic on Wireless Data circuits any data transfer related to MRS Basic will be counted against their usage package.
5. **Advanced Managed Router Service (also known as “Monitored Router”).** Managed Router Service – Advanced (“MRS Advanced”) is included as part of the MPLS network service. MRS Advanced reporting is accessed via the myLink management portal. MRS Advanced is not available on Customer provided hardware or on hardware provided by third parties. MRS Advanced service uses SNMP polling to gather and report data on bandwidth utilization. The data is displayed in graphs within the myLink management portal, not as exportable data. The data is available in intervals of daily, weekly, monthly, and yearly, and is re-averaged over each interval. MRS Advanced can be used on the IPsec Service and reports the metrics of the IPsec tunnel, not of the underlying Internet access. Should customers choose to enable MRS Basic on Wireless Data circuits any data transfer related to MRS Advanced will be counted against their usage package. If MRS Advanced is ordered after Customer executes an AFS for an MPLS network order and is later added via after initial network deployment, additional charges may apply, including costs to upgrade or replace CPE to model(s) compatible with MRS Advanced. These non-recurring charges will be identified on the Change Order, which requires Customer’s signature to accept such charges.
6. **Optional, Value-Added Services.** If Customer does not order an optional, value-added service at the time of initial MPLS network order and then requests adding a value-added service via Change Order after initial network deployment, additional charges may apply, including those costs required to convert to CPE model(s) compatible with the optional service. These non-recurring charges appear on the Change Order, which requires Customer’s signature to accept such charges.
 - a. **Dial Backup Service.** This Service provides redundancy for a remote Service location with DSL or T1 local access by routing Customer traffic to a dial-up line in the event of an EarthLink Service outage. Dial Backup Service consists of initial router configuration, the provisioning and installation of an external or internal modem, and testing during installation to confirm Service functionality. Professional or Custom Installation is required for all Dial Backup Services. EarthLink provides configuration of the EarthLink CPE, the Remote location modem, Host location CPE, and user name and password enabling dialup access. Customer, not EarthLink, is responsible for providing at the designated Service location a business phone line dedicated to the use of the Service. In addition, Customer is responsible for any local usage charges and, if a local access telephone number is not available, for long distance charges incurred in connection with use of the Service. EarthLink provides configuration of the EarthLink CPE and user name and password enabling dialup access. Please note that this Service is incompatible with any Customer-provided electronic systems, such as a Key System or PBX used on the same phone line.

- b. Direct Connect Service.** Direct Connect Service, available only if Customer's host and remote Service locations are served by EarthLink MPLS Services, enables Customer to transmit data from EarthLink-provided or approved CPE at such Service locations to a EarthLink router connected to one or more Customer-designated payment processors or other application service providers that have a EarthLink network direct connection.
- 7. Hosted Network Security Services.** Hosted Network Security Services is a Value Added Service that can be added onto Customer's MPLS Network. The packages described below are ordered and priced separately from the MPLS Network Elements as described in EarthLink's Service Description.
- a. Basic Package.** The Basic package includes a firewall with Stateful Packet Inspection. This feature keeps track of the state of the network connections traveling across it and has the ability to identify legitimate packets for different types of connections. The firewall maintains the state of the active connections and only packets matching a known active connection will be allowed to pass through the firewall, other packets will be rejected. The basic security package can be customized to allow or block ports and protocols and configured for Network Address Translation (NAT) and Port Address translation (PAT).
- b. Advanced Package.** This package adds URL Filtering, Web Content Filtering and Application Control to the Basic Security package. With this package the customer can allow or block access to websites using the following mechanisms:
- URL Filtering - also known as whitelist or blacklist. The customer specifically states which websites should be accessible (whitelist) or blocked (blacklist) at the firewall.
 - Content Filtering – allows the customer to choose categories of websites to block at the firewall. This feature can be used by organizations to block or allow access to common Internet Categories like social networking, potentially liable and/or controversial material.
- This package also includes Application Control. This feature allows Customer to control the type of applications that can access data outside the firewall. Using this feature Customer can block non-approved application categories such as chat or peer-to-peer clients from operating through the firewall.
- c. Premier Package.** The Premier Package includes all the features of the Basic Package and Advanced Package described above and includes the ability for Customer to further customize features from the Advanced Package:
- Content Filtering – allows Customer to choose categories of websites to block at the firewall. This feature can be used by organizations to block access to common Internet Categories and Sub-Categories like social networking, potentially liable and/or controversial material.
 - Application Control – allows Customer to control the type of applications that can access data outside the firewall. In addition to using this feature to block application categories such as chat or peer-to-peer clients from operating through the firewall Customer can allow specific applications to operate through the firewall even through the category may be blocked.
 - Data Leak Prevention (DLP) allows Customer to define specific patterns in the data that would be monitored or blocked. Confidential information such as Social Security Numbers, credit card numbers and other critical company assets, can be defined and protected from theft.
 - Intrusion Detection Service (IDS) detects malicious content within the data stream and logs the detected anomalies. This service can be provided stand-alone or in conjunction with Intrusion Prevention Services (IPS) to prevent identified traffic from entering Customer's network.
 - The Anti-Virus/Anti-Malware/Anti-Spyware features will scan the data stream for potentially harmful viruses, malicious software or tracking software. This software can be in an email attachment, embedded in a website or received in a variety of other manners. When the system detects this type of software the activity is logged and the identified software is prevented from entering Customer's network.
- 8. Optional Professional Services.** To order one of the Professional Services described below, Customer must use EarthLink's electronic order interface. Service charges may apply.
- a. Remote Engineering Service.** This Service consists of any one or more of the following remote (as opposed to on site) services: (i) configuration changes on any EarthLink CPE or EarthLink-authorized CPE provided by Customer (e.g., adding IP addresses to an allow table or adding a default route); (ii) testing of EarthLink Services to assure interoperability or performance (e.g., monitoring latency and

packet loss or testing dial backup functionality after initial installation and testing); and (iii) remote configuration of CPE or EarthLink's network settings.

- b. Site Survey.** A site survey consists of an onsite dispatch of a professional technician to a Service location to evaluate the location's readiness for Service installation including locating the MPOE, DMARC, and preferred installation point within the Service location suite, and identifying any site-specific installation issues such as high ceilings, missing copper pairs, inaccessible crawl space, or drilling requirements.
- c. Method of Procedure (MOP) Development.** Prior to undertaking non-standard installation work, EarthLink may in its discretion require the development of a step-by-step installation guide or MOP. In such event, Customer may create its own MOP or order the development work from EarthLink, in which case the applicable NRC will apply.

B. Installation Schedule. Within thirty (30) days of the date an AFS for an MPLS network is last signed by the Parties, Customer shall provide an installation schedule acceptable to EarthLink whereby all ordered Services are scheduled for installation within six (6) months of the AFS date. Ordered Service locations that do not meet this scheduling deadline due to Customer scheduling issues will not be eligible for EarthLink promotions and may be subject to Cancellation Fees.

- 1. Service Order Form.** An EarthLink "Service Order Form ("SOF") describing the Parties' respective installation responsibilities, including, without limitation, obtaining required letters of authorization or carrier facility authorizations, identification of IP address schemes for Customer's local area network ("LAN") and certain other technical installation requirements, must be completed for each AFS. The SOF is a prerequisite to installation commencement and the Parties commit to work in good faith, and on a best efforts basis, to complete and execute an SOF within five (5) days of the Parties last signing any AFS.
- 2. Installation window:** In-suite installation is scheduled after the circuit is delivered to the local telephone company demarcation point ("DMARC") by the underlying access provider and EarthLink ships the EarthLink CPE to Customer, if applicable. For Professional In-Suite Installation, EarthLink provides a four (4)-hour window for the arrival of EarthLink's authorized installation contractor ("AIC") and requires Customer to have an on-site contact for the duration of the installation. Customer's local contact must be authorized to sign EarthLink's work order verifying installation completion. If Customer requires a specific arrival time, an arrival window outside 8AM to 5PM local time, or installation verification from an off-site contact, Customer must purchase Custom installation and outline its requirements in the SOF.
- 3. Installation Specifications.** EarthLink shall provide electronic notice of Service installation to a contact specified by the Customer. Certain Installation specifications and applicable non-recurring charges ("NRC's") are listed in the chart in the Pricing section below. Other applicable charges may appear on the Customer's Service Order.
- 4. Professional In-Suite Installation.** Professional or Custom In-Suite Installation is required for all Network Services except ReadyOffice. The AIC will perform the work. EarthLink recommends that Customer order an EarthLink site survey to identify potential obstacles to installation, and to preclude the possibility of unexpected installation delays and additional costs to the Customer. EarthLink offers Custom In-Suite Installation if Customer requires services beyond the scope of Professional In-Suite Installation. In-Suite Installation is available in the contiguous United States, but may not be available in, or may incur additional charges for, Alaska, Hawaii, Puerto Rico, and Canada.

- a. Professional In-Suite Installation includes the following:**
 - i. Extend inside wiring up to 50 feet, with a vertical limit of 10 feet, from the MPOE inside the Customer's suite or leased space to a reasonably accessible location near the primary computer or other applicable device, which must be within 6 feet of a grounded, 110 VAC electrical outlet.
 - ii. Install and test connectivity of an appropriate surface mounted wall jack to the EarthLink provided CPE.
 - iii. Install EarthLink provided CPE (shipped to the Customer's Service Location before the installation):
 - a) Mount the CPE to the appropriate rack or surface
 - b) Power up the hardware.
 - iv. Verification of Layer 2 and Layer 3 connectivity.
 - a) Test connectivity from the Customer's Service Location to EarthLink's Core Network.
 - b) EarthLink Turn-Up personnel ping the WAN interface of the EarthLink provided CPE.
 - v. Demonstrate connectivity to local contact and obtain signed acknowledgement from Customer's authorized representative.

- vi. Leave an unplugged 6-foot Ethernet cable next to the installed CPE or inside the CPE packaging materials. Customer may use this cable to connect the EarthLink CPE to a Local Area Network device.

If EarthLink cannot complete a Professional Installation, notwithstanding Layer 2 or Layer 3 connectivity issues caused by EarthLink provided CPE and/or EarthLink network elements, Customer will be billed for the attempted installation and Truck Roll, and for any additional time and materials required to complete the installation.

- b. Materials for Professional In-Suite Installation include up to 50 feet of Cat-5 cable, a 6-foot Ethernet cable, and other materials required to turn up the Service (such as single in-line filters or couplers), but does not include major additional materials (such as conduit or NID splitters).
 - c. If Customer stops the installation for any reason that requires an AIC to return to the site to complete the installation, additional truck roll charges will apply. For this reason, EarthLink recommends that customers with non-standard arrival requirements (such as restaurants with busy periods or retail establishments with hours outside 8AM to 5PM local time) purchase Custom installation.
 - d. If the AIC fails to arrive or does not have the necessary materials to complete installation as defined, EarthLink will reschedule installation and Customer will not be charged for the missed installation attempt.
 - e. In the event that Professional installation is insufficient for Customer's installation requirements, and EarthLink cannot transition to Custom installation during the Professional installation truck-roll, EarthLink may, at its discretion, attempt to meet expanded requirements through time and materials charges (for example, installing extra wiring). EarthLink also may, at its discretion, re-evaluate Customer requirements and document the requirements in a revised, executed SOF, which may result in additional Customer charges.
4. **Custom In-Suite Installation.** For Customers with installation needs outside the scope of Professional installation, any custom installation work must be documented in the executed Service Order Form. Any work not clearly defined in the executed SOF will not be performed. EarthLink, at its discretion, may attempt to meet Customer requirements, or re-evaluate and renegotiate such requirements.

5. **Limitations on Installation Services.** The following installation activities are not provided:

- Drilling through masonry or exterior walls.
- Installing wiring in attics or crawl spaces.
- Wiring externally to the suite or building, including drilling from the outside of a building to the inside of a building.
- Installing wiring through multiple floors or from a DMARC to a suite in a multi-tenant unit (MTU).
- Accepting or utilizing site surveys provided by the Customer or from a third party.
- Installing wiring or equipment in a location or manner that in EarthLink's reasonable opinion would create a safety hazard including work in, above, or near food preparation areas.

6. **Customer's Pre-Installation Obligations for In-Suite Installation.**

- a. For all In-Suite Installation, Customer shall provide EarthLink's authorized installation contractors ("AIC"s) with access to all areas necessary to complete the installation. Prior to the scheduled installation date, Customer shall:
 - i. Obtain any licenses, approvals, and permissions required by a landlord, building manager, or governmental authority for the installation and meet any insurance requirements related to the installation;
 - ii. Identify Service locations potentially outside the scope of Professional installation or Custom installation as defined in the Customer's SOF, as additional costs may be incurred, including charges for a second installation if work cannot be performed within the scope during the first scheduled installation; and
 - iii. For any Service location in a mall or other multi-tenant unit (MTU), Customer shall arrange for the use of tie pairs/facilities extending from the local telephone company demarcation point (DEMARC) to a common location within Customer's store or leased space at the Service location. If no such pairs/facilities exist, Customer is responsible for their installation and clear identification of appropriate facilities for use prior to the date scheduled for In-Suite Installation. If facilities are not

ready, Customer may be charged for an additional installation truck-roll and any other related charges.

- b.** For Shared-line ADSL Service, prior to the scheduled installation date for any Shared-line ADSL Service, Customer is responsible for having an available, plain old telephone service (POTS) line already installed at the Service location by the incumbent local telephone company and ready for Service use. The line must be clearly identified by the LEC with a tag. If EarthLink cannot identify the line, Customer must arrange for LEC identification of the line and may incur additional charges for a second installation truck roll.
 - c.** For Dial Back-Up Service, prior to the scheduled installation date of any Dial Back Up Service, Customer is responsible for having a POTS line already installed for use solely with the Dial Back-Up Service. If Customer is using the POTS line for another service, such as faxing, EarthLink may request that Customer purchase additional equipment, such as a NID Splitter, which may result in additional costs to Customer.
- 7. Installation Completion.** Service will be deemed installed on the initially scheduled installation date if EarthLink is unable to complete In-Suite Installation on the scheduled installation date because (i) Customer has not met its pre-installation obligations, (ii) establishing the in-suite Service connection would require an activity outside the scope of Professional In-Suite Installation or Custom Installation described in the executed Technical Requirements Agreement, or (iii) Customer cancels the initial installation date. In such event, Customer will be responsible for contacting EarthLink to schedule a second installation visit by the AIC or to reschedule the initial visit by the AIC and additional charges will apply.

EarthLink reserves the right to amend, or modify this Data T&C's referenced herein at any time without prior notice, with such changes being effective upon posting.