

On or prior to the date of this Bring Your Own Switch Disclosure and Notice (“**BYOS Notice**”), effective as of the date last set forth below, EarthLink, LLC (“**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 BYOS 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 BYOS Notice, the Agreement, and any other agreement executed between the parties, the terms of this BYOS Notice shall prevail.

With the standard EarthLink Complete Voice, Hosted Voice solution, EarthLink deploys the EarthLink Power over Ethernet switch, an edge device, either an Integrated Access Device or a Router, and a switch for the customer’s network (“**Service**”), allowing EarthLink the maximum amount of control over the Services. In the event Customer desires to retain control over the switching device(s) that is/are deployed within Customer’s network (“**Customer Owned Equipment**”), Customer may “bring your own switch” (“**BYOS**”).

1. EarthLink will not deploy, and Customer will not receive, the EarthLink Power over Ethernet switch. EarthLink will ship power supplies with the IP phones resulting in an increase to the MRC and/or NRC per phone based on the payment option selected by Customer under the Agreement, and Customer agrees to pay this additional fee to EarthLink.
2. Customer must meet the minimum requirements set forth below to properly interface with the Service while utilizing its own switch:
 - Customer’s switching infrastructure must support multiple Virtual Local Area Network (VLAN) configurations. Customer must have the knowledge of configuration and support of VLANs.
 - Customer’s switching infrastructure must support LLDP-MED.
 - Customer’s switching infrastructure must not currently use DHCP Option 66, and Customer must have knowledge and access to configure DHCP to point to an EarthLink provided TFTP server.
 - Customer’s switching infrastructure DNS server must be able to be amended to resolve each of the following:
 - voip.elnk.us
 - cisco.voip.elnk.us
 - hostedpbx.onecommunications.com
 - Customer shall provide the the following information to validate the ability for the supported configurations to be deployed on Customer’s switching infrastructure:
 - Switch Manufacturer: _____
 - Switch Model: _____
 - Switch Firmware: _____

If EarthLink determines that Customer Owned Equipment and/or configuration are not able to support the Services, Customer will deploy EarthLink switch(es). Customer will be responsible for all applicable MRC and/or NRC for the Services.

3. Customer agrees to have either a data vendor or IT Staff capable of changes to switch configuration onsite during the installation of Hosted Voice Service to facilitate for Service enablement.
4. EarthLink will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Owned Equipment used in connection with the Service.
5. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Owned Equipment.

6. 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 Customer in connection with the Customer Equipment.
7. 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.
8. 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 Switch 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: _____