

The following EarthLink Software Defined WAN (“SD-WAN”) Supplemental Terms and Conditions (“SD-WAN T&C’s”), are in addition to and supplement the terms and conditions set forth in the Agreement for Service or Master Service Agreement and applicable Customer Experience Guide between EarthLink and Customer. By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. For purposes of this SD-WAN T&C’s, “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 SD-WAN T&Cs, the Agreement, and any other agreement executed between the parties, the terms of this SD-WAN T&Cs shall prevail.

1. **Service Overview.** The SD-WAN Service (“Service”) is a managed network offering using EarthLink provided and managed hardware and software located on the Customer’s premises (“Customer Premises Equipment” or “CPE”), between Customer’s internal local area network (“LAN”) and wide area network(s) (WANs), service gateways located within the EarthLink network infrastructure as well as a centralized management platform. The Service provides a secure overlay network to interconnect Customer locations, cloud and core network services, and the Internet creating a WAN. The Service provides the ability to achieve advanced levels of visibility and control over application traffic that passes between Customer sites over the WAN. Included with the service is Dynamic WAN Selection (DWS), allowing the Service to select the available WAN connection based on the characteristics of the traffic flows and the application profiles that have been defined by the Customer and Analytics that show the performance and utilization statistics for circuits and applications at the Customer sites. The Service provides Customer with the ability to manage their service through the myLink network management portal. The Service is not designed, intended, authorized, or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury; any such use or inclusion by Customer is fully at their own risk, and Customer shall indemnify and hold EarthLink and its suppliers harmless from all resulting or related costs, loss, liability, and expense (including without limitation court and reasonable attorneys’ fees).

2. **Service Components.** The Service is available in two (2) packages – *SD-WAN Concierge* and *SD-WAN Advisor*. In addition, optional *Professional Services* are offered for Customers who need assistance reconfiguring and or transitioning 3<sup>rd</sup> party provider services, such MPLS, security, or VoIP services to the SD-WAN Service, for an additional fee.

a. The SD-WAN Concierge Service includes the following:

- Fully managed Service including Monitoring (CPE, circuits, and applications) and reporting, email alerting and 24x7 email and telephone support
- Software that can identify and control application traffic flows based on the application business policies provided by or set by the Customer
- Connectivity to EarthLink’s SD-WAN gateways for last mile performance optimization, and interconnection with private and public networks
- Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration by EarthLink and Configuration Management by EarthLink Service Manager or Customer
  - WAN connections are not provided as part of the SD-WAN service and can be purchased from EarthLink or provided by the Customer
- CPE capable of running required software
- Configuration and shipment of the CPE and software
- Centralized management platform (i.e. myLink) that communicates with the software running at Customer locations in order to provide the features of the Service
- Optional WiFi that can be enabled by the Customer for an additional fee - this WiFi service is embedded in the SD-WAN CPE is not interoperable with the EarthLink Secure WiFi or Business WiFi service and should be used for small footprint deployments less than 1500 square feet  
Installation options beyond self-installation for an additional fee including concurrent, professional and custom installation

b. The SD-WAN Advisor Service includes the following:

- Monitoring (CPE, and circuits) and reporting, email alerting and 24x7 email
- Telephone support provided for an additional hourly fee
- Software that can monitor and control application traffic flows based on Customer specifications
- Connectivity to EarthLink's SD-WAN gateways for last mile performance optimization, and interconnection with private networks
- Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration and Configuration Management by Customer
  - WAN connections are not provided as part of the SD-WAN service and can be purchased from EarthLink or provided by the Customer
- CPE capable of running required software
- Configuration and shipment of the CPE and software
- Centralized management platform (myLink) that communicates with the software running at Customer locations in order to provide the features of the Service
- Optional WiFi that can be enabled by the Customer for an additional fee – this WiFi service is embedded in the SD-WAN CPE is not interoperable with the EarthLink Secure WiFi or Business WiFi service and should be used for small footprint deployments less than 1500 square feet
- Installation options beyond self-installation for an additional fee including concurrent, professional and custom installation

c. Additional services beyond the standard product offering, if provided, require a custom Statement of Work and will incur additional charges

3. **Pre-Installation Technical Documentation.** Customer must assist in the completion of technical documentation prior to installation commencement. The documentation provides EarthLink with the information needed to design and configure the Service, including, without limitation: access type and bandwidth, LAN and WAN network design, number of users, and traffic types and priorities, as well as contact information for individuals authorized to approve Service changes and to be notified in the event of a security incident (Customer must ensure that a listed contact is available 24 hours a day, 7 days a week). Installation timeframe SLAs will not begin until the Customer has provided this technical documentation.

4. **Network/Access and Ancillary Services.** A.) Dynamic WAN Selection is provided to Customers with multiple wide area network connections/access (i.e. WAN1, WAN2, WAN3 etc) and these connections may be provided by EarthLink or by a third party. If Customer provides their own access through a third party EarthLink will have no responsibility for configuring or troubleshooting the third-party modem, router or other related equipment. Additionally, the third party network service may need to be ordered to specific requirements provided by EarthLink and must be in a working condition prior to Service installation. If the third party network connection(s) is(are) 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 if the Customer requires EarthLink to install the Service. The SD-WAN Service requires that all network connections provide a dynamically assigned public IP address (Internet Circuits) or dynamically assigned private (1918 IP space) IP address which is assigned to the WAN port of the EarthLink SD-WAN device, which Customer should order as part of the third-party network service. B.) WiFi can be ordered at the time of purchase. The Customer is responsible for providing the necessary technical documentation prior to installation commencement. The documentation provides EarthLink with the information needed to design and configure the Service, including, without limitation: SSID, WiFi radio frequency, VLAN configuration, and security and authentication requirements.

5. **CPE Installation and Configuration.** SD-WAN CPE selection is based on the aggregate bandwidth (total available bandwidth up and down for all connected circuits), and Service requirements of the Customer at each location. EarthLink will appropriately size the Service and CPE based on the information provided by the Customer. In the event that information isn't accurate or changes in the future, EarthLink reserves the right to upgrade Customer on their next invoice to the appropriate license/CPE at the current rack rates for that tier of service. If Customer disputes the invoice, EarthLink has the right to restrict the Service to the licensed amount until the dispute is resolved. In the event that Customer adds additional 3<sup>rd</sup> party access to the SD-WAN CPE, which impacts the performance of the CPE, EarthLink will not be obligated to maintain the Service Level Agreement as defined in Section 14. CPE is shipped to Customer's premises for installation by Customer with remote assistance via telephone from EarthLink, if required. If the requested telephone assistance troubleshooting results in an issue with the EarthLink provided service there will be no support charges to remediate the issue, however, if the troubleshooting uncovers an

issue related to Customer or 3<sup>rd</sup> party provided hardware or configurations, including 3<sup>rd</sup> party services, a support charge will be incurred. Should the Customer require an EarthLink dispatch to complete the installation the Customer will be charged for a Professional, Concurrent or a Custom Installation (defined below). The Service will be considered Installed and Sent to Billing 5 days after shipment from EarthLink to the Service location, or 2 days after Service Configuration, whichever comes later, and the service term will begin at that time ("Service Commencement Date").

Prior to shipment, EarthLink will fully configure the CPE profile in the management platform in accordance with Customer's Agreement for Service (AFS) and Technical Requirements Agreement (TRA) or other data collection documentation. EarthLink will not be liable for damages resulting from delays in requested or specified Service dates or the inability to provide any Service due to causes beyond its control. In the event that the CPE ordered is not adequate for the Customer's purposes and a different device is required, applicable monthly and non-recurring charges will apply for the hardware replacement.

Service is based on the initial aggregate bandwidth at the time of purchase and EarthLink will solution the Service (including the CPE and its permitted capacity) accordingly. Customer agrees that it will not disable or defeat any capacity-limiting feature of the CPE, or otherwise use the CPE at a greater than permitted capacity rate. In the event that the Customer exceeds such permitted capacity due to increasing their network bandwidth or other reasons, the Customer will be responsible for any additional fees. Since the CPE deployed may be capable of handling additional bandwidth that is not covered by the permitted capacity, the Service may continue to operate, however, the Customer will be responsible for additional fees as described above and will be moved to the appropriate bandwidth based on their actual usage. Customer agrees not to use the CPE with any unsupported hardware or software or use the Service other than as described in the documentation provided. Customer grants EarthLink the right to audit the use of the SD-WAN Service in order to confirm compliance with this Agreement. The SD-WAN Service requires that the EarthLink CPE has access to the Internet at the location, in the core of the Customer's private network and/or via default route to a location in the Customer's private network.

**Alternative Installation Options** – should the Customer not wish to perform the default Self Installation, Customer can choose to have EarthLink install the CPE at the Customer premises. There are three (3) alternative options to choose from. Not all options will be available in all cases. EarthLink on-site installation is available in the continental United States for standard rates. On site installations in Alaska, Hawaii, Puerto Rico and Canada are also available at an increased cost to the Customer; however, EarthLink may not be able to service all locations in those territories. For all EarthLink on-site installations the Customer is responsible for the following:

- Obtain any licenses, approval and permissions required by a landlord, building manager or governmental authority for the installation and meet any insurance requirements related to the installation
- Provide a securable location suitable for electronic equipment within 6' of a 110V 15A AC power outlet
- Connection of all devices to the appropriate Ethernet ports on the EarthLink CPE

### **Professional Installation**

Professional Installation is optional at Customer locations and can be purchased as a monthly recurring charge (MRC) or as a non-recurring charge (NRC). Professional installation is available in all cases as long as it conforms to the territory restrictions above. With a professional installation, EarthLink will dispatch a technician to site to perform the following activities:

- Place and power the CPE in a suitable and safe location specified by the Customer
- Extend the WAN connection from the CPE to the specified access termination hardware using Ethernet Category 5 crossover cable
- Extend the LAN connection from the CPE to Customer specified aggregation device
- Reconfigure existing EarthLink Services if necessary
- Test the connectivity of the CPE to the WAN(s) and to the centralized management platform (e.g. SD-WAN Orchestrator)
- For the Professional Installation the included time on site is 1.5 Hours
- Rack/Cabinet or Wall mounting is not included as part of the standard Professional Installation and can be purchased as a non-recurring charge (NRC)

If the Customer requires more than 50 feet of Ethernet cabling for combination of the extension from the access CPE or DMARC to the SD-WAN CPE and the extension from the SD-WAN CPE to the LAN the Customer will incur additional time and materials charges for cabling

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, reevaluate Customer requirements and document the requirements in a revised, executed SOF, which may result in additional Customer charges.

### **Concurrent Installation**

Concurrent Installation is optional at Customer locations and can be purchased as a monthly recurring charge (MRC) or as a nonrecurring charge (NRC). In order to qualify for the Concurrent Installation option the Customer must also be ordering and concurrently installing a service that includes a truck roll for installation at the same time as the SD-WAN Service is installed. In the event that the Customer orders Concurrent Installation and changes the installation date of one of the services so they will no longer be installed in the same truck roll the Customer will be charged for a Professional Installation for the Service. With a Concurrent Installation EarthLink will dispatch a technician to site to perform the following activities:

- Place and power the CPE in a suitable and safe location specified by the Customer
- Extend the WAN connection from the CPE to the specified access termination hardware using Ethernet Category 5 crossover cable
- Extend the LAN connection from the CPE to Customer specified aggregation device
- Reconfigure existing EarthLink Services if necessary
- Test the connectivity of the CPE to the WAN(s) and to the centralized management platform (e.g. SD-WAN Orchestrator)
- For the Concurrent Installation included time on site is an additional one (1) hour to the Professional Installation scope
- Rack/Cabinet or Wall mounting is not included as part of the standard Concurrent Installation and can be purchased as a non-recurring charge (NRC)

If the Customer requires more than 50 feet of Ethernet cabling for combination of the extension from the access CPE or DMARC to the SD-WAN CPE and the extension from the SD-WAN CPE to the LAN the Customer will incur additional time and materials charges for cabling

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, reevaluate Customer requirements and document the requirements in a revised, executed SOF, which may result in additional Customer charges.

### **Custom Installation**

For installation requirements that fall outside the scope above EarthLink Customers can choose Custom Installation. For Custom installation the Customer will provide the required scope and EarthLink will provide a flat rate or time and materials rate to perform the installation at each location. As stated above Customers who purchase Professional or Concurrent Installation who end up having installation needs outside the scope of those products can be converted to a Custom installation with the applicable charges.

**Installation Exclusions** – in no cases will the following activities be performed as part of a Professional, Concurrent or Custom installation:

- Reconfiguring 3<sup>rd</sup> party services
- Drilling through masonry or exterior walls

- Installing wiring in attics or crawl spaces
- Wiring externally to the suite or building, including drilling through the outside 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 reasonable opinion would create a safety hazard including work in, above, or near food preparation areas
- Installation or wiring above 10 vertical feet
- Rack/Cabinet or Wall mounting is not included as part of the standard Custom Installation and can be purchased as a non-recurring charge (NRC)

If any of the above are required to complete the Installation it is recommended that the Customer utilize EarthLink Professional Services for such installations.

Customer is responsible for security issues resulting from Customer change requests that deviate from EarthLink's compliant configuration. Customer is responsible for obtaining required internal approvals, following internal change control practices and validating that the requested changes do not violate PCI DSS requirements or to have documented compensating controls in place, per PCI DSS requirements.

**6. Service Configuration.** The Service is configured through a centralized management platform (e.g. SD-WAN Orchestrator), that is accessible by Customers via the EarthLink myLink portal. During the installation process EarthLink will create a Customer-specific domain and initiate the Application Discovery process required to identify and classify application traffic flows across the Customer network. A profile will be created that Customer can use for on-going Configuration Management. This is required in order to provide Application Visibility & Control functionality, as well as perform Dynamic WAN Selection.

In order to maintain the SD-WAN Service you acknowledge that EarthLink may change the features of the SD-WAN Service, and may change the CPE by remote changes to its software or firmware, at its discretion at any time. Such change may interrupt the SD-WAN Service. EarthLink will use commercially reasonable methods to inform Customer in writing at least thirty (30) days in advance of any such changes.

**7. Technical Services** – EarthLink Technical Program Manager will be involved in the Service Configuration for all new Customers of the Concierge SD-WAN Service. This ensures that the Service is configured properly prior to operation of the network. The overall scope and goals of this project are to deliver the following:

- Initial engagement scope covers up to 5 Network Profiles
  - Create the SD-WAN Network Profiles based on the requirements in the Technical Documentation
  - Analyze data gathered from SD-WAN platform regarding application utilization
  - Configure SD-WAN business and security policies based on the requirements in the Technical Documentation
  - Train Customer IT resources how to maintain service configurations
- Ensure that the right traffic is using the needed bandwidth
- See how applications are running against various packet performance/loss targets
- Ensure critical applications get the prioritization required for peak performance
- Set performance benchmarks, with adjustments made automatically by the network

Customer will be provided a Statement of Work that documents the following:

**Initiation and Set-up**

Review Deployed scenario basic configuration

- Host internal and external sessions
  - Resource assignment from Engineering, Implementation, Review Order teams and Customer IT
  - Scope review
  - Discuss assumptions and constraints
- Schedule
  - Technical break-out sessions
  - Initial timeline review
  - Work with Customer to confirm remote access required
- Review basic network drawings and list of subnets, DNS servers, DHCP configuration, and 3<sup>rd</sup> party network connections

#### Platform Setup

- Configure SD-WAN Orchestrator for Customer specific Domain
- Setup basic Network Profile in the SD-WAN Orchestrator
- Ensure Data Collection from CPE
- May require Packet Captures to determine protocols used

#### Analysis and Configuration

Gathered Data Review (tasks below are required for each of the targeted sites) limited to 5 Network Profiles for Concierge level customers

- Review Traffic flow
  - Ports
  - Protocols
  - Applications in use
  - Bandwidth being used
- Review with Customer the protocols and applications used and bandwidth used
- Using the result from initial flows develop planned profile settings
- Create profiles after review with Customer
- Deploy initial Profiles in the management system
- After deployment push of Profiles review for data collection and degradation to production applications
- Adjustments as required
- Review with Customer

#### Final Phase

- Analyze results of initial Profiles
- Adjust and create final Profiles

#### Customer Training

- Review the Portal and interpretation of results
- Review with Customer what to look for in
  - Bandwidth usage reports
  - Application usage reports
- Train on how to create profiles and how to adjust existing
- Review of myLink

**8. Configuration Management.** Following Service Configuration, EarthLink will provide Customer access to myLink so that Customer can provide on-going Configuration Management of the Service via the centralized management platform (e.g. SD-WAN Orchestrator). Configuration Management changes by EarthLink are included as part of the SD-WAN Concierge Service. Unless contracted for separately with EarthLink, all changes for the SD-WAN Advisor Service will be made by the Customer, without EarthLink assistance. Should an Advisor Customer require EarthLink to make configuration changes to the Service on their behalf, standard support time and/or Professional Services charges will apply.

**9. CPE Replacement and Return.** During the Term, EarthLink will replace failed CPE with an equivalent device for no additional charge. Upon Service termination, or CPE replacement, Customer must request a Return Material Authorization (“RMA”) from EarthLink and return the CPE (using the shipping labels provided) within 30 days of the termination, or replacement, or pay EarthLink for its replacement costs. Customer is responsible for the security of the CPE while it is on the Customer’s premises and will be charged a replacement cost for any CPE or ancillary hardware, such as a wireless USB modem, that is stolen, lost or damaged.

**10. PCI DSS Compliance.** EarthLink will ensure that the management infrastructure and management practices of the CPE and the standard base configuration are assessed annually for PCI DSS compliance with initial assessment completed by December 31, 2017. The PCI Attestation of Compliance (AOC) will be limited to the SD-WAN CPE and Management infrastructure only and will not be extended to any other EarthLink services or hardware. Unless covered under another EarthLink service, for the purpose of clarity, any non-SD-WAN hardware, provided by EarthLink or the Customer, in the Customer’s Cardholder Data Environment (CDE) will be outside the scope for EarthLink’s PCI DSS Attestation of Compliance. Notwithstanding anything herein to the contrary, PCI DSS compliance is ultimately the responsibility of the Customer.

Any Customer requested changes to the Customer’s configuration should be reviewed and documented through the Customer’s internal change order process for PCI purposes and the configuration should be validated by the Customer’s auditor for Customer to ensure PCI DSS compliance. EarthLink cannot advise on the suitability of the Customer’s requested changes as EarthLink will have no insight into the Customer’s operating environment or internal processes. If the Customer requires additional design assistance EarthLink provides products and services for an additional charge to meet that need.

**11. Portal and Reporting.** The Service provides data collection, reporting and alarming via the centralized management platform (e.g. SD-WAN Orchestrator) available from the EarthLink myLink portal for Customer management. Default reports vary based on the CPE and Service configuration. An overview of the available standard reports is shown here:

Report	Domain Level	Site Level
<b>Performance Monitoring</b>		
Site Overview	X	X
Quality of Experience <ul style="list-style-type: none"> <li>• Voice</li> <li>• Video</li> <li>• Transactional</li> </ul>		X
Link Utilization <ul style="list-style-type: none"> <li>• Average Throughput</li> <li>• Total Bytes</li> <li>• Bytes Received/Sent</li> <li>• Total Packets</li> <li>• Packets Received/Sent</li> <li>• Bandwidth</li> <li>• Latency</li> <li>• Jitter</li> <li>• Packet Loss</li> </ul>		X
Detailed per Application <ul style="list-style-type: none"> <li>• Total Bytes</li> <li>• Bytes Received/Sent</li> <li>• Total Packets</li> <li>• Packets Received/Sent</li> </ul>		X

Detailed per Source <ul style="list-style-type: none"> <li>• Total Bytes</li> <li>• Bytes Received/Sent</li> <li>• Total Packets</li> <li>• Packets Received/Sent</li> </ul>		X
Detailed per Destination <ul style="list-style-type: none"> <li>• Total Bytes</li> <li>• Bytes Received/Sent</li> <li>• Total Packets</li> <li>• Packets Received/Sent</li> </ul>		X
Detailed per Business Priority <ul style="list-style-type: none"> <li>• Total Bytes</li> <li>• Bytes Received/Sent</li> <li>• Total Packets</li> <li>• Packets Received/Sent</li> </ul>		X
<b>Fault Isolation</b>		
Ticket Overview	X	X
Availability	X	X

**12. Alarms.** The Service provides automated alerting of Customer when pre-defined conditions are met. An alarm is created using provided wizards or manually, and can be configured to send e-mail to authorized Customer contacts.

**13. Training.** Training is available on-line, through the Service Manager or Technical Program Manager for Concierge Customers and at an additional cost for SD-WAN Advisor Customers seeking to gain a more in-depth understanding of the Service and its capabilities beyond the Training outlined in Section 7 – Technical Services.

**14. Service Level Agreements.** In addition to any applicable Service Level Agreements provided by EarthLink as part of EarthLink Complete Data™ and/or EarthLink Complete Voice™ services, the following SD-WAN SLAs shall apply:

Service Element	Service Level Agreement	Credit
SD-WAN Service Availability (Requires multiple connected circuits, with at least one circuit provided by EarthLink)	100%	No SLA Credit
	<100% >=99.0%	Up to 5% of the SD-WAN MRC
	<99.0% >=98.0%	Up to 10% of the SD-WAN MRC
	<98.0%	Up to 15% of the SD-WAN MRC
Mean Time to Repair – CPE	Next Business Day	Up to 5% of the SD-WAN MRC



**Service Availability** - Service Availability will be the total of available minutes for the Service's based on the Quality of Experience (QoE) measurement by site over a calendar month and shall be calculated as follows:

$$\text{Service Availability} = \frac{\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes (including customer site impairments)} - \text{Outage Time Minutes}}{\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes (including customer site impairments)}} \times 100$$

Service Availability will be measured upon receipt of Customer's trouble ticket reporting their inability to access the Service.

**Mean Time to Repair ("MTTR") - CPE**

Replacement equipment provided by EarthLink will be shipped for next business day delivery for Customer self-installation so long as (i) the trouble is isolated to the EarthLink provided and managed equipment, and (ii) the root cause of the failure is determined by EarthLink by 1PM Pacific Time on a business day.

"**Business Day**" means Monday through Friday, 8AM to 5PM, local time, excluding Federal holidays.

**15. Service Credits**

If EarthLink does not meet its SLA Objectives, Customer may receive a service credit ("Service Credit") for the Service impairment proportional to the SLA Objectives non-conformance, up to the percentage identified in the table above, multiplied by the base monthly recurring charge for the SD-WAN Service, excluding taxes, surcharges and other similar charges, ("MRC") for the particular Service element(s) responsible for the non-conformance.

To be eligible for a Service Credit, Customer must: (i) request EarthLink to open a trouble ticket documenting the SLA Objective non-conformance and (ii) timely request the applicable Service Credit by emailing [customer@earthlinkbusiness.com](mailto:customer@earthlinkbusiness.com), with "Service Credit Request" in the subject header, within thirty (30) days after the trouble ticket is closed by EarthLink. Each Service Credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. If the request is for credit based on the 100% availability SLA, Customer must warrant that there was no event at Customer's location during the credit timeframe, such as power loss, disconnection of circuit(s) from the SD-WAN CPE, Customer changes through the portal or other events outside the control of EarthLink, that caused the availability to drop below 100%. Service Credit requests will be evaluated in relation to the relevant accumulated statistics in the month during which the SLA Objectives non-conforming event is alleged to have occurred. Service Credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. EarthLink shall have thirty (30) business days to respond from the end of the month in which the Service Credit request is submitted.

Service Credit requests approved by EarthLink will be credited to the Customer's account on the next billing cycle that begins not less than ten (10) business days after the Service Credit approval. Service Credit requests will not be accepted for open trouble tickets. Customer may not receive more than one Service Credit per month for any SLA Objective non-conformance involving a specific Service element. Multiple instances of nonconformance affecting one circuit element during a particular month will not be eligible for multiple SLA credits, however, if approved they will be applied toward the accumulated monthly statistics. Service Credits will not be available for any Service terminated by Customer for cause pursuant to the terms of the Agreement.

**16. SLA Exclusions**

SLA Objectives and Service Credits do not include periods of Service Outages or other service level deficits in whole or in part due to the following causes and exclusions:

- Customer fails to report the issue or request a trouble ticket;
- Service interruptions or delays arising out of or in connection with but not limited to (i) any act or omission on the part of Customer or a third party, including without limitation local access providers, (ii) interruption occurring in whole or in part because Customer elects not to release the Service for testing and repair by EarthLink, but continues to use it on

an impaired basis, (iii) failing to provide access to Customer premises as reasonably requested by EarthLink or its agents to enable EarthLink to comply with its obligation, (iv) Customer's Software, equipment or facilities, or that of any third party, including without limitation local access providers and 3<sup>rd</sup> party providers;

- EarthLink or Customer's scheduled network maintenance or emergency maintenance including unavailability of the service during patching, reconfiguration or system updates;
- Any force majeure event beyond the reasonable control of EarthLink including, but not limited to cable cuts;
- Any failure, issue or delay associated in whole or in part with Customer's provided connection to the Service, including but not limited to local access, and cross-connect, Customer premise equipment, applications, facilities or internal network;
- Any event or occurrence that results in "no trouble found" by EarthLink customer support;
- The EarthLink circuit has been deemed Technically not Feasible (TNF) by EarthLink and Customer has not elected to replace the access service
- EarthLink has identified that a non-EarthLink circuit is not of consistently sufficient quality to support Customer's application needs
- New Service that has not been accepted by Customer or that occurs within the first 30 days of Service for the affected Service element;

#### **17. Proprietary Rights.**

Except as explicitly set forth in these Supplemental Terms and Conditions, Customer does not acquire any rights in or license to any component of the Service or any EarthLink or its licensors' intellectual property rights. Customer shall not, and shall not encourage any third party to: (a) modify, adapt, alter, disassemble, reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (including associated CPE and software), except to the extent that such activities are required to be permitted under applicable law; or (b) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of EarthLink, its licensors or its suppliers affixed or contained on or within any of the SD-WAN CPE. Without limiting the foregoing, any software associated with the Service provided to Customer or made available for Customer use ("Software") is licensed only and is subject to this Agreement. EarthLink and its licensor retain title in all copies of the Software, and Customer does not obtain title to, or ownership of, any intellectual property rights in the Software or any copies thereof. EarthLink and its licensor reserve all rights not expressly granted by this Agreement.

**18. Agreement Beneficiaries.** Customer agrees that EarthLink's applicable licensors shall be considered third party beneficiaries of these Supplemental Terms and Conditions.

**19. Export.** Customer shall comply with all applicable export laws and all applicable restrictions and regulations of any agency or authority, and shall not export, nor permit the export or re-export of any confidential or proprietary information or the CPE in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, to any country to which such export laws, restrictions and regulations prohibit exportation.

**20. Billing and Payment.** The Service is provided for one or more non-recurring set up fee(s) and monthly recurring charges ("MRCs") as set forth on the AFS, which does not include taxes, fees, surcharges and other similar charges that may apply. Invoicing will commence within five (5) days from the Service Commencement Date. Service Commencement Date shall be defined as the date in which the Service is up and running and in production or equipment has been delivered to Customer who has chosen self-installation in which billing will commence within five (5) days of shipping. In the month following the Service Commencement Date, EarthLink will begin invoicing Customer monthly in advance for MRCs, prorated for partial months, and in arrears for non-recurring charges. All invoiced amounts must be paid within thirty (30) days, in full and in accordance with the Agreement. Customer agrees to reimburse EarthLink for reasonable travel and other out-of-pocket expenses incurred by it in connection with providing the Service.

#### **21. Terms**

**Applications Group** - Group of Applications with a certain Criticality level and a certain Business Profile; contains key parameters for Dynamic WAN Selection and Application Control.

**Domain** – Each Customer will be provisioned into their own Domain by EarthLink using the Centralized Management Platform. A Domain is composed of a set of Sites pertaining to the Customer. All elements in a Domain must have an IP address that can be routed on the network. A Service element in one Domain cannot communicate with Service elements in another Domain.

**DWS** - Dynamic WAN Selection that allows real-time traffic routing over multiple network connections.

**Equipped Site** - site with an SD-WAN Appliance (e.g. SD-WAN Edge or Virtual Edge).

**Edge** - Edge appliance that performs routing, measurement, control, etc. to provide Visibility, Application Control and Dynamic WAN Selection.

**Virtual Edge** – virtual software appliance that performs routing, measurement and control, to provide Visibility and Application Control and Dynamic WAN Selection installed on-site in a virtual machine.

**SD-WAN Orchestrator** – Scalable Centralized Management Platform used to configure and manage the Service by EarthLink and Customers.

**SD-WAN Gateway** – Scalable Network element implemented within the EarthLink “Cloud Core” or approved 3<sup>rd</sup> party network that provides last mile performance optimization, and interconnection with private and public networks.

**EarthLink “Cloud Core”** – A centralized point of presence (POP) that provides connectivity to EarthLink’s UCaaS service, MPLS/IPsec network, Cloud Express, Direct Connect, Hosted Network Security, and SD-WAN services.

**22. Summary of Features and Responsibilities.** Additional information concerning certain features of the Service and the respective responsibilities of EarthLink and Customer with respect to those features is summarized in the attachment to this Service Schedule (“Exhibit A”), which is incorporated into, and made a part of, the Agreement.

**EXHIBIT A**

**TO SERVICE SCHEDULE FOR SD-WAN**

This Exhibit A supplements the Service Schedule for SD-WAN as follows:

SD-WAN Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
<b>Management of the SD-WAN CPE in a PCI DSS Compliant Manner</b>	All	X			EarthLink will ensure that the management infrastructure supporting the SD-WAN CPE is managed in a PCI DSS compliant manner and will provide the Attestation of Compliance (AOC) annually to the Customer upon request.
<b>Uninterruptible power supply, cooling, and secure environment</b>	N/A		X		Customer is responsible for providing adequate space, power, and cooling for the CPE in a physically secure environment. Damage or loss of CPE and ancillary hardware is the Customer responsibility and they will be billed for loss or damage.
<b>Network connectivity</b>	All	Optional	Optional		Customer can purchase EarthLink provided and managed primary (WAN1) and/or secondary/tertiary (WAN2/WAN3) access if desired. If network connectivity is supplied by a third party, EarthLink does not provide any support or SLA for third party network, and will not have access to monitor or manage associated utilization or CPE. In such a case the Customer is responsible for providing adequate bandwidth for the services being consumed.
<b>Customer Premises Equipment (CPE)</b>	All	X			EarthLink provides the SD-WAN appliance (e.g. Edge, Virtual Edge), which remains EarthLink property and must be returned at the end of contract unless Customer has purchased the CPE at the start of the Term. Shipping is provided by EarthLink and Customer is responsible for packaging and delivering the box to the shipping company in the event of a RMA/ARA or cancellation. If the hardware is not returned Customer will be billed applicable charges.
<b>CPE installation</b>	All	Optional	X		Customer, with telephone assistance from EarthLink, is responsible for installing, cabling, and powering on the CPE (i.e. Self-Install). Customer can purchase EarthLink on-site installation and/or have Service installed in conjunction with the installation of another EarthLink service where a truck roll is required.
<b>Service Configuration</b>	All	X	X		During the installation process EarthLink will create a Customer-specific domain within the Service's centralized management platform (e.g. SD-WAN Orchestrator) platform and initiate the "application discovery" process required to identify and classify application traffic flows across the Customer network.

SD-WAN Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
					This includes creating a Customer Profile that can be used as is or further customized by the Customer.
<b>Technical Services</b>	All	X			<p>EarthLink Technical Program Manager will be involved in the Service Configuration for all new Customers of the Service. This ensures that the Service is configured properly prior to handoff to the Customer. The overall scope and goals of this project are to deliver the following:</p> <ul style="list-style-type: none"> <li>Initial engagement scope covers up to 5 Network Profiles               <ul style="list-style-type: none"> <li>Create the SD-WAN Network Profiles</li> <li>Analyze data gathered from SD-WAN platform regarding application utilization</li> <li>Configure SD-WAN business and security policies</li> <li>Train Customer IT resources how to maintain service configurations</li> <li>Configure Dynamic WAN Selection according to EarthLink default configuration</li> </ul> </li> <li>Ensure that the right traffic is using the needed bandwidth</li> <li>See how applications are running against various packet performance/loss targets</li> <li>Ensure critical applications get the prioritization required for peak performance</li> <li>Set performance benchmarks, with routing adjustments made automatically by the network</li> </ul>
<b>Application Visibility &amp; Control</b>	All	X	X		<p>The Service provides Application Visibility &amp; Control. Application Visibility is the ability to understand application-level usage and performance over Customer's entire network via centralized management platform (e.g. SD-WAN Orchestrator), providing clear application performance metrics, high level consolidated views, and very detailed information at the Application level.</p> <p>Application Control utilizes traffic management rules to guarantee users' experience by controlling each application flow in real-time, depending on the network resources. This is accomplished by dynamically enforcing Application SLAs for each customer through a global and dynamic approach, where the whole traffic matrix (e.g. domain) is taken into account in real time.</p>

SD-WAN Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
<b>Dynamic WAN Selection</b>	All	X	X		<p>The goal of Dynamic WAN Selection (DWS) is to combine multiple physical networks (hybrid networks, e.g. MPLS and Internet, dual Internet networks, etc) into one unified logical network, maximizing both Quality of Experience &amp; business continuity. To achieve that goal, DWS automatically and dynamically selects the best traffic path, according to Application Groups and WAN accesses configuration, and the destination of the traffic flows.</p> <p>This maximizes application performance, security and network usage based on network quality and availability, application performance SLAs, sensitivity level of the information.</p>
<b>Configuration Management</b>	All	X	X		<p>The configuration of the Service is managed through its centralized management platform (e.g. SD-WAN Orchestrator) that is accessible by Customers via the EarthLink myLink portal. Configurable items include topology subnets, user subnets, WAN access methods, applications, application groups, and QOS profiles. EarthLink will provide a “base Policy profile for applications and groups” that will be available in the initial configuration of each customer. Configuration Management changes by EarthLink are included as part of the SD-WAN Concierge service. All post-Installation changes of the Service following the initial Service Configuration for the SD-WAN Advisor service are performed by the Customer. Requests for EarthLink to make subsequent configuration changes will be subject to standard support time and materials and/or Professional Services charges.</p>
<b>Service Domain</b>	All	X			<p>Each Customer will be provisioned in its own Service Domain. A Service Domain is made up of:</p> <ul style="list-style-type: none"> <li>• Set of Customer Sites</li> <li>• Set of Subnets</li> <li>• A Reporting Configuration</li> </ul>
<b>Alarms</b>	All	X	X		<p>The Service provides automated alerting of Customer when pre-defined conditions are met. An alarm is created using provided wizards or manually, and can be configured to send e-mail to authorized Customer contacts. If desired, Customer can utilize the centralized management platform (e.g. myLink) to create alarms, based on established rules. Alarms can be assigned a severity level and an appropriate course</p>

SD-WAN Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
					of action by the system that includes logging, trapping, and/or email notification.
<b>Firmware and signature updates</b>	All (where applicable)	X			EarthLink will test and install device firmware updates in a timely manner during scheduled maintenance windows, following testing and certification by EarthLink engineering.
<b>Configuration backup and restore</b>	All	X	X		EarthLink will maintain a backup copy of the centralized management platform (e.g. SD-WAN Orchestrator) in accordance with its standard backup policy.
<b>Proactive monitoring of CPE</b>	All	X			EarthLink will monitor the Service and CPE for availability and proper functioning up to the Ethernet LAN interfaces, and will resolve any maintenance issues to that point of demarcation.
<b>24x7x365 support</b>	All	X			EarthLink will provide assistance and troubleshooting on the Service infrastructure to ensure that the Service is available to Customer. This does not include the monitoring, troubleshooting or support of Customer-level Service Configurations and/or related application performance.
<b>Training</b>	Optional	X			Training is included for SD-WAN Concierge Customers and available at an additional cost for SD-WAN Advisor Customers seeking to gain a more in-depth understanding of the Service and its capabilities.