

TABLE OF CONTENTS

- I. Broadband Access Services 2
 - A. Early Termination: 2
 - B. Other Fees 4
 - C. Terms & Conditions for Specific Services 6
 - D. Terms & Conditions for Installation of Specific Broadband Services 7
 - E. Terms & Conditions Relating to Customer Premises Equipment (CPE): 9
 - F. Managed Security CPE and/or VPN Device Purchase: 11
- II. Business Voice Services 11
 - A. Description of Services 11
 - B. Technical and Administrative Support 12
 - C. Service Fees and Terms 13
- III. Managed Services 21
 - A. Managed Security Services Description 21
 - B. Managed Security Services Installation Services 23
 - C. Managed Site-to-Site VPN Services 24
 - D. Managed Site-to-Site VPN Services Technical & Administrative Support 28
 - E. Managed Site-to-Site VPN Services Fees and Terms 29
 - F. Managed Site-to-site VPN Service Delivery Conditions 31
 - G. Dial Backup Service 31
 - H. Wireless Broadband Failover 33
 - I. Corporate Access SSL – Network-based (Only Available with MPLS VPN Service): 34
 - J. Digital Certificates (Only Available with Corporate Access SSL – Network-based Service): 44
 - K. Global Remote Access Service (GRAS) 45
- IV. Hosted Services 47
 - A. Hosted Data Backup and Recovery Service 47
 - B. Hosted Exchange and Hosted SharePoint Service 49
- V. Definitions 54

Fee Schedule and Services Exhibit

Subscriber acknowledges that MegaPath may amend the Fee Schedule from time to time without notice, and Subscriber is responsible for compliance with the current versions of the Fee Schedule.

I. **Broadband Access Services**

A. **Early Termination:**

In addition to monthly recurring fees, installation, activation, and equipment charges quoted to you, the following Early Termination fees apply if you decide to terminate or cancel an installed circuit or service before the term is complete. To terminate an installed circuit or service or to cancel an order in process:

- For orders placed on or before 9/30/10 with Speakeasy please call 800-556-5829 or via email to support@speakeasy.net.
- For orders placed on or before 9/30/10 with Covad please call Covad Customer Care at 888.642.6823, option 5 or fax a notice of cancellation to Covad at 866.839.2887.
- For orders placed on or after 10/1/10 or placed directly with MegaPath, please follow the process identified below.

Cancellations must be submitted via our portal at <http://www.megapath.com/cancellations/> or sent by email to cancellations@megapath.com, and include all of the following:

- Reason for cancellation
- Customer number
- Street address where the circuit or service is installed
- The date which you would like your service terminated (minimum 30 day notification required)

All cancellations must be submitted either via the portal or in writing to the email address above. Verbal cancellations cannot be honored. Terminations or cancellations are normally processed within 72 hours once all necessary information is received.

Early Termination Fee Schedule (also see the Note below)

<u>Access Technology</u>	<u>1 Year Service term</u>	<u>2 Year Service term</u>	<u>3 Year Service term</u>
ADSL, DDSL, IDSL or SDSL	MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
T1 or Bonded T1 (Core and Expanded Service Areas)	MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Cable	MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Business Ethernet (includes Business Ethernet, Ethernet over Copper and Ethernet over Bonded SDSL)	MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Voice Services	4x Recurring Monthly Revenue (in addition to applicable access charges)	5x Recurring Monthly Revenue (in addition to applicable access charges)	6x Recurring Monthly Revenue (in addition to applicable access charges)
Wireless Broadband	MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term

Fee Schedule and Services Exhibit

Satellite or Co-location Facilities	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
DS3 (included Fractional DS3s)	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
Corporate Access SSL – Network-based	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
Digital Certificates	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
Managed Site to Site VPN	\$200	\$200	\$200
Standard Site to Site VPN	\$150	\$150	\$150
Managed Security Services (fee applies on a per individual service basis)	\$150	\$150	\$150
Hosted Exchange and SharePoint	3x Recurring Monthly Revenue	3x Recurring Monthly Revenue	3x Recurring Monthly Revenue
Data Backup and Recovery Service	3x Recurring Monthly Revenue	3x Recurring Monthly Revenue	3x Recurring Monthly Revenue

Note: The Early Termination Fees (“ETF”) are as noted above. In addition to the ETF, you will be responsible for the repayment of any applicable “instant credit” amounts for non-recurring charges (excluding mail-in rebates and standard promotions) such as credits that you may have received for activation, installation and/or hardware noted in the applicable Service Order form. If Subscriber moves the service and the moved service is terminated prior to the end of its service term, any instant credit amounts applied to the original circuit will be added to the early termination fee noted above. If Subscriber fails to return rental or loaner equipment, the following additional charges will apply:

- | | |
|---|-----------------------|
| • Adtran (Netvanta) 3120 Ethernet Router | \$ 380 |
| • Adtran (Netvanta) 3130 ADSL Router | \$ 380 |
| • Adtran 3430 T1 Router (QoS) | \$ 1,045 |
| • Adtran 3430 Dual T1 Router (QOS) | \$ 1,215 |
| • Cisco 1841 for 3.0 Mb (2xT1s) | \$ 2,883 |
| • Cisco 1841- Dual T1 SEC/K9 | \$ 3,575 |
| • Cisco 1841 for 4.5 Mb (3xT1s) | \$ 3,399 |
| • Cisco 1841 for 6.0 Mb (4xT1s) | \$ 4,199 |
| • Cisco 2811-2 T1 SEC / K9 | \$ 4,015 |
| • Cisco 2811-3 T1 SEC/K9 | \$ 4,755 |
| • Cisco 2811-4 T1 SEC/K9 | \$ 5,250 |
| • Digi ConnectPort WAN w/Dual 7 Inch Antennae | \$ 849 |
| • Edgemark 4552 | \$ 599 |
| • Innoband 8012 | \$ 99 |
| • Netopia 3346-ENT | \$ 199 |
| • Netopia 4652 | \$ 349 |
| • Netopia 4622XL T1 Router | \$ 599 |
| • Netopia 4686XL Ethernet Router | \$ 349 |
| • Netopia 7171 | \$ 299 |
| • Samsung iBG1000 - T1 (1.5Mb) | \$ 599 |
| • Samsung iBG1000 - 2x T1 (3.0Mb) | \$ 599 |
| • Samsung iBG1000 - 3x T1 (4.5Mb) | \$ 599 |
| • Samsung iBG1000 - 4x T1 (6.0Mb) | \$ 599 |
| • All others | Applicable List Price |

B. Other Fees

The following fees may also apply under certain circumstances for **Broadband Services: Included and Optional Services:**

Professional Services	\$150 per hour	Services are delivered as specified in the Service Exhibit and Network Diagram. Any customization or out-of-scope engineering consultation will be charged on a Time & Material basis. Non-business hours will be billed at time-and-a-half (150%).
Shipping	Per Quote	Ground shipping of equipment is included. If overnight/expedited shipping is required, additional charges will apply.
Expedite Service	\$100 per location (in addition to the LEC expedite fee)	MegaPath offers an "Expedite Service" for customers who wish to have an order processed faster than the standard service intervals and SLA's. This service is provided by MegaPath on a "best efforts" basis, and does not guarantee that service intervals will be better than standard SLA's. Subscriber may request MegaPath's "Expedite Service", either before the order is created or during order processing, and will be charged an additional fee for each service location and will be given priority handling within MegaPath operations. Once requested, the Expedite Service fee will be billed irrespective of whether or not the expedite request resulted in a better than SLA result.
Subscriber Requested CPE Configuration Changes	\$50 per device per change	If applicable, provided upon approval by Megapath and customer.
Configuration Fees on Customer Provided CPE	\$100 per device for standard configuration	Provided upon approval for use by New co. CPE must be a certified New co CPE in order to qualify.
Additional Global VPN Configuration Changes	\$30	Per change, per circuit
QoS Policy Changes	\$30	Per change, per circuit
Professional Installation	\$350 per occurrence. Includes up to 3 hours onsite and 200' of Cat5e. Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof)	Installation charge includes the demarc extension of the circuit as well as the installation and testing of the CPE. Additional charges apply for any special travel situations such as remote areas and quick turn-around. Travel will be minimal and provided as a flat-travel charge per site and mutually agreed upon before dispatch. Regardless of the flat-travel amount, it will not exceed \$35 per half hour. In addition to the flat-rate fee, MegaPath may also charge for parking fees, overnight shipping, expedite fees and other materials.
Billable Repair Dispatch	\$150 (up to 2 hours). Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof). Additional charges apply outside of business	End-User may report service problems resulting in a technician dispatch. If the problem found is not one for which MegaPath is responsible, End-User will be charged for the cost of the visit. Examples for which MegaPath is not responsible include, but are not limited to, faulty inside wiring that is out of warranty, faulty End-User provided equipment, faulty out of warranty equipment, and any work done per End-User request.
Extensive Inside Wiring	\$350 per location. Includes up to 3 hours onsite. Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof)	Installation of inside wiring at the end-user premise which is outside the scope of a normal installation work due to length of wiring, working height, drilling through masonry, extensive time and materials, requirements of more than one Field Engineer executing the installation of special tools or materials needed to execute the installation.
Special Construction Charge	Per Quote	When an End User's location has insufficient copper facilities to support the extra loop needed for broadband service, it may be necessary to add facilities requiring an additional "special construction charge." This charge may include line conditioning such as removal of bridge taps, load coils, or other equipment that is required to be moved to make the broadband circuit function as well as additional copper facilities. In the event this occurs, MegaPath will notify the End-User, via email, of the cost of these additional construction charges as well as the estimated time to complete the work. The End-User must, via email, agree to pay the additional costs within 3 business days. If End-User fails to do so, MegaPath will cancel the order for lack of facilities.
Missed Appointment or No Access Fee	\$150	
NID Splitter	\$45 each	

Fee Schedule and Services Exhibit

Subscriber Requested Speed Changes: not requiring a change in the type of service or facilities	
Upgrade	No charge for upgrades
Downgrade	Early termination fees apply to downgraded components

Subscriber Requested Speed Changes: requiring a change in the type of service or facilities	
Upgrade – Core Service Area	No charge for upgrades. A new term is required for the upgraded service and must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Upgrade – Expanded Service Areas	Treated as a new order. Early termination fees on the original order are waived if it has been active for a minimum of 12 months. Ethernet over Copper services provisioned in Expanded Service Areas carry no charge for upgrades. A new term is required for the upgraded service and must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Downgrade	Early termination fees apply to downgraded components

Moves and Changes (other than speed changes defined above and only if original circuit is still in term)	
ADSL, DDSL, IDSL or SDSL or Cable (except ESA6, ESA11 or Canadian services)	CPE or CPE upgrades required will be billed to Subscriber. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
T1, Ethernet - Core Service Area and Ethernet – Expanded Service Area	Subscriber is responsible for installation charges associated to the new service.-New-CPE or CPE upgrades required will be billed to Subscriber. A new term is required and must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
T1 - Expanded Service Areas and DS3s	Treated as a disconnect and a new order (applicable Early Termination Fee will apply).

Order Cancellation – Data Access Only	
Within 3 days of order placement	No charge
Before Installation	
Cable	\$75
ADSL, DDSL, SDSL, IDSL	\$150
T1 (Core Service Area) and Ethernet (Core Service Area & Expanded Service Area)	\$250
T1 – Expanded Service Area	See applicable Early Termination Fees
All other access technologies	See applicable Early Termination Fees
After Installation	
	See applicable Early Termination Fees
Order Cancellation - Voice	
Within 3 days of order placement	No charge
Before Installation	50% of Activation Fee
After Installation	See applicable Early Termination Fees

Other: For all other non-standard items, upon Subscriber's prior approval, Subscriber will be billed at MegaPath's then-standard rate, plus materials where applicable.

Invoicing & Payment	
Standard Invoice	Email
Paper Invoice	Available by request
Payment by Check	May require credit check
Payment by Credit Card	No charge for automated credit card or bank ACH payments
Late Payment Fee	1.5% of the unpaid balance due
Returned Check Fee	\$25
Reinstatement for Suspended Service	\$150

C. Terms & Conditions for Specific Services

1. Wireless Broadband Access

MegaPath provides Broadband Access via a variety of wireless radio technologies including both 2G and 3G technologies. Wireless Broadband is an “always-on” solution. Additionally, Wireless Broadband solutions require a wireless modem and Ethernet device. Downstream bandwidths range from 128Kbps to over 768Kbps, with upstream speeds from 128Kbps to over 384Kbps. The average latency can range from 250 ms – 450 milliseconds. For this reason, Wireless Broadband is used as a fill-in access technology where terrestrial broadband access is unavailable. Terrestrial access (xDSL, Cable and T1) technologies are always preferable to Wireless Broadband due to the increased latency of Wireless Broadband. For this reason, Subscribers should diligently work with MegaPath in ensuring that applications are thoroughly tested in a lab environment prior to wide deployment of Wireless Broadband.

2. QuickStart Access Services

MegaPath’s Quickstart program utilizes Wireless Broadband access. The target lead time for Quickstart is ten (10) business days. This duration is measured from the time a valid service order is completed and submitted to MegaPath. This solution utilizes IPSec encryption to deliver private networks. This temporary solution is intended to support Subscribers’ applications prior to primary access being delivered. Quickstart requires a minimum of one full calendar month of billing without prorating, regardless of the duration the Quickstart service is utilized. Upon delivery of primary circuit, it is Subscriber’s responsibility to cancel the Quickstart connection and return Quickstart equipment to MegaPath within thirty (30) business days of cancellation. Subscribers that fail to return Quickstart equipment within thirty (30) business days of cancellation shall be billed the then current list price for all Quickstart equipment.

3. DS3 Broadband Services

MegaPath’s DS3 Broadband Access Services provides Subscriber with an always-on, high-speed data connection from the Subscriber’s premises to the Internet and/or a private network. End-Users can order fractional bandwidth options beginning with 6Mbps to the full 45Mbps. MegaPath will provide the following:

1. DS3 facilities between End-User’s installation location and a MegaPath Point-of-Presence (POP).
2. Bandwidth as specified in the Fee Schedule.
3. One static IP address and up to 253 routable IP addresses (justification to ARIN will be required).
4. Connection from a MegaPath POP to the public Internet.

Fee Schedule and Services Exhibit

All IP addresses assigned to Subscriber are, and shall remain, the property of MegaPath. IP blocks are for Subscriber use only; MegaPath does not guarantee routing of any IP addresses other than as assigned to Subscriber.

Unless otherwise specified, Subscriber will provide its own CPE to terminate the DS3 at its install location. MegaPath shall not be responsible for configuration, trouble-shooting, or repair of such CPE. If trenching or other construction work is required in order to deliver the DS3 to the Local Access Demarcation Point, the costs of such trenching or construction shall be borne by Subscriber, and MegaPath will not order such trenching or construction on behalf of Subscriber. Subscriber shall provide inside wiring from the Local Access Demarcation Point to the desired location of the CPE.

The Monthly Recurring Charges (MRC) for the bandwidth (Mbps) on the DS3 requires a custom quote and shall be set forth in the Service Order Form. The Maximum Data Transfer Rate includes traffic going to/from the public Internet. Provided that no changes to the underlying facilities are required, bandwidth can be adjusted up or down on 60 days prior written notice. Additional MRC and NRC charges may apply.

When the Subscriber's installation location has insufficient facilities or supporting structure (an example is lack of a conduit) needed for the requested broadband service, it may be necessary to add facilities and infrastructure requiring an additional "special construction charge." This charge may include additional transport facilities or other equipment that is required to make the broadband circuit function as well as additional supporting structure. In the event this occurs, MegaPath will notify the Subscriber, via email, of the cost of these additional construction charges as well as the estimated time to complete the work. The Subscriber must, via email, agree to pay the additional costs within three (3) business days. Such email constitutes a Service Order. If Subscriber fails to do so, MegaPath will cancel the order for lack of facilities.

D. Terms & Conditions for Installation of Specific Broadband Services

1. Installation

Most SDSL, IDSL, ADSL Dedicated Line, Cable, and T1 Services require Provider and/or Professional Installation.

For those circuits where Provider and/or Professional Installation was requested or required, the Subscriber will be charged the Provider and/or Professional Installation fee shown on the service order.

Provider or Professional Installation includes only the following services: A MegaPath-contracted technician will visit the End-User premises at a time agreed to by the End-User within seven days after the Last-Mile Carrier has delivered the circuit to the MPOE.

For self-install circuits (i.e., those using a shared-line), the technician will then:

- Install line filters
- Connect the CPE to an existing telephone jack
- Configure the CPE
- Verify proper performance of the circuit

For circuits requiring Provider and/or Professional Installation (i.e., those requiring separate loop circuits) the technician will:

- Connect End-User supplied inside wiring to the MPOE
- Install a jack at the CPE location and connect it to End-User supplied inside wiring (except Cable)
- Connect and configure the CPE

- Verify proper performance of the circuit

For Cable only: Install a two-way splitter on the cable line, where one “split” line will go to the installed Cable Modem/Router, and the other can be used for regular cable television.

Except as outlined above, inside wiring from the MPOE to the desired location of the CPE is the responsibility of the End-User. The technician will install or extend inside wiring for the charge shown in the Fee Schedule. If the field technician deems the job to be beyond the standard Professional Installation described above, Extensive Wiring and/or Demarc Extension charges listed in the Fee Schedule under “Other Fees” will apply. In this situation, MegaPath will contact End-User for approval prior to having such work done. Extensive wiring and/or Demarc Extension may include, but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel.

In the event End-User requests or requires a NID Splitter, a device used to split line shared DSL into a separate pair of wires, End-User will be charged as set forth in the Fee Schedule under “Other Fees”.

2. Circuit Acceptance

The terms and conditions regarding Circuit Acceptance vary as follows depending on whether the circuit was delivered via Self-Installation or Provider Installation.

Self Installation: MegaPath will inform Subscriber when the Last Mile Carrier has provisioned the DSL service onto the shared phone line and the circuit is ready for turn-up. Subscriber shall then complete self-installation of the CPE, and contact MegaPath to complete the circuit turn-up procedure as instructed in the welcome letter included with the CPE. If the circuit functions within the speed range originally ordered by Subscriber, then Subscriber is deemed to have accepted this circuit when the turn-up procedure is complete. If Subscriber does not complete the turn-up procedure within 5 business days from the date that MegaPath informed Subscriber that the circuit is ready for turn-up, and has not opened a Trouble Ticket indicating that there is a problem with the circuit, then Subscriber shall be deemed to have accepted the circuit at the originally ordered speed and billing will commence (billing start date).

Provider Installation: Delivery of any circuit with Provider installation is completed by a MegaPath-contracted technician who installs any internal wiring required, connects the CPE, and tests the entire circuit to ensure its proper operation. If the circuit functions at the speed originally ordered by Subscriber, then Subscriber is deemed to have accepted this circuit when the MegaPath-contracted technician completes his or her test (billing start date).

During installation, if the circuit cannot function at the originally ordered speed or speed range, but does operate reliably at some lower speed or speed range, MegaPath will inform Subscriber via email of the actual speed obtainable. Subscriber shall have five business days in which to either accept or reject the circuit at the lower speed. If Subscriber fails to respond within that period, Subscriber will be deemed to have accepted the circuit at the lower speed or speed range (billing start date).

If the circuit cannot function at the originally ordered speed or speed range and Subscriber chooses to reject the circuit, MegaPath shall not impose a cancellation or early termination fee. MegaPath will provide Subscriber with a Return Merchandise Authorization (“**RMA**”) number and return address, and Subscriber shall return any CPE, with the RMA number clearly visible on the outside of the packaging, to the specified address within 15 business days. If the CPE is not returned in working condition within 15 business days, MegaPath may charge Subscriber for the full cost of the CPE.

If the circuit cannot function at the originally-ordered speed or speed range and Subscriber accepts the circuit at a lower speed, then MegaPath shall change the Monthly Recurring Charge to the MRC for the closest speed less than or equal to the Accepted Circuit Speed. However, if the circuit was originally ordered with the lowest speed possible, then the MRC will not be changed. The Service Term and all other terms and conditions applying to the originally ordered circuit shall remain the same.

If the circuit is a T1 or SDSL circuit, the originally ordered speed or such lower speed as accepted by Subscriber shall be the Accepted Circuit Speed. If the circuit is an ADSL circuit, the originally ordered speed range or such lower speed range as accepted by Subscriber shall be the Accepted Circuit Speed Range.

CABLE BROADBAND ACCESS SPEEDS VARY FROM TIME TO TIME, DEPENDING ON HOW MANY USERS ARE ON THE NETWORK AT ANY GIVEN TIME. THE SPEED ORDERED IS THE MAXIMUM ATTAINABLE SPEED THAT THE SUBSCRIBER CAN GET UNDER IDEAL CONDITIONS, AND IT IS POSSIBLE THAT THOSE SPEEDS ARE NOT AVAILABLE AT THE TIME OF INSTALLATION. AS LONG AS THE TECHNICIAN CAN CONFIRM CONNECTIVITY TO THE INTERNET, THE INSTALLATION WILL BE CONSIDERED COMPLETE (billing start date).

3. Billable Repair Dispatch

Subscriber may report service problems resulting in a technician dispatch. If the problem was not one for which MegaPath is responsible, Subscriber will be charged for the cost of the visit as set forth in the "Fee Schedule". Examples for which MegaPath is not responsible include, but are not limited to, faulty inside wiring that is out of warranty, faulty Subscriber provided equipment, faulty out of warranty equipment, and any work done per Subscriber request.

E. Terms & Conditions Relating to Customer Premises Equipment (CPE):

1. CPE Warranty

All Customer Premises Equipment ("CPE") purchased from MegaPath includes a one-year warranty against defects in parts or workmanship. This warranty does not cover failure due to abuse, fire, flood, lightning, acts of God, or war.

During the warranty period, MegaPath at its sole discretion will in good faith reasonably determine whether the CPE is defective and requires replacement. If MegaPath determines that replacement CPE is required, MegaPath will ship the replacement CPE that same business day at Subscriber's expense if requests are submitted before 12:00 PM PST*. MegaPath will provide Subscriber with a Return Merchandise Authorization ("RMA") number and return address (included with the replacement CPE), and Subscriber shall return any CPE, with the RMA number clearly visible on the outside of the packaging, to the specified address within five (5) business days. If CPE is not received within fifteen (15) days, the Subscriber will be charged full price for the replacement CPE. If the replacement CPE was a Subscriber-requested replacement, and upon its return, the CPE is found to be functioning correctly, or if Subscriber elects replacement notwithstanding MegaPath's determination that no replacement is required, Subscriber agrees to pay the full shipping charges.

Upon expiration of the warranty, Subscriber agrees to pay for the cost of the replacement CPE and any applicable shipping charges.

2. CPE Rental

If MegaPath agrees to rent or loan the CPE to Subscriber (as indicated on the Service Order), then MegaPath shall retain title to the CPE and Subscriber agrees to use reasonable care in maintaining the CPE while in Subscriber's possession. Upon the expiration or termination of the Services, rented or loaned CPE shall be returned to MegaPath by Subscriber (and at Subscriber's expense) in good condition, reasonable wear and tear excepted. If Subscriber fails to return the CPE to MegaPath within 30 days of service termination, Subscriber shall be charged the then current-list price for the CPE. If Subscriber is renting the CPE, then during the Service Term MegaPath agrees to provide replacement of rented CPE to Subscriber at no additional cost to Subscriber unless such replacement is necessitated by Subscriber's negligence. If MegaPath loans CPE to Subscriber under the CPE Loaner Program, MegaPath will replace loaned CPE at no additional cost during the first twelve (12) months of the Service Term. Subscriber has an option for replacement of loaned CPE after the initial twelve (12) months of the Service Term which must be selected at the time the Subscriber orders the access line. Subscriber may purchase an "Extended Warranty Plan" (associated fees are set forth in the table containing "Other Fees" at the end of this Fee Schedule). For a monthly fee (beginning upon the initial billing for the access Service), MegaPath will replace Subscriber's CPE throughout the Service Term at no additional cost. (Ground freight is included.) If the Extended CPE Warranty plan was not selected at the initial time of order placement, subscriber will pay for CPE replacement after the first twelve (12) months. Subscriber may purchase replacement CPE for ninety percent (90%) of list price. All CPE provided as a replacement after the first twelve (12) months of the Service Term shall carry a new twelve (12) month warranty, during which time additional replacement CPE shall be provided at no additional cost.

In all cases, if Subscriber requests express shipping of replacement CPE, then Subscriber shall pay the express shipping fees.

3. Extended CPE Warranty

Extended Customer Premises Equipment ("CPE") Warranty is an optional service that Subscribers can purchase to protect certain equipment purchased or provided by MegaPath. For a monthly fee per CPE, MegaPath will provide replacement coverage for routers in connection with the Services included. The terms and exclusions for this Service are as follows:

- a. For the duration of the Service, MegaPath will at its sole discretion in good faith reasonably determine whether the covered CPE is defective and requires replacement. If MegaPath determines that replacement CPE is required, MegaPath will ship the replacement CPE that same business day at its expense (standard ground) if requests are submitted before 2:00 PM CST. Configured replacement device will be shipped to the installation address on file.
- b. MegaPath will provide Subscriber with a Return Merchandise Authorization ("RMA") number and return address (included with the replacement CPE), and Subscriber shall return the defective CPE, with the RMA number clearly visible on the outside of the packaging, to the specified address. If the defective CPE is not received within thirty (30) business days, the Subscriber will be charged 90% of the then list price for the replacement CPE.
- c. Standard shipping included. Express shipping available at an additional cost.
- d. Subscriber shall be responsible for connecting the CPE, but may receive support from the MegaPath NOC. If Subscriber requires a Professional Installation, Subscriber will be charged the fee for Professional Installation services as set forth in the Fee Schedule.
- e. This warranty does not apply to customer provided equipment.
- f. This warranty does not cover failure due to misuse, abuse, fire, flood, lightning, acts of God, or war.
- g. Warranty does not cover products with altered or removed serial numbers.

- h. Warranty is not valid if Subscriber is not current on invoice payment.
- i. Only certain CPE purchased or provided by MegaPath are included in the CPE Extended Warranty program. Cisco 1800 series routers and higher are not eligible for the Extended CPE Warranty.
- j. Extended CPE Warranty must be purchased at time of initial MegaPath Access order.
- k. Minimum required Service Term of 24 months.

F. Managed Security CPE and/or VPN Device Purchase:

If Subscriber needs Managed Security CPE and/or VPN device for the Managed Security Service, Subscriber agrees to pay the purchase price for that device. The type of device needed depends on the configuration of the network being deployed and the number of Managed Security Services and/or VPN tunnels that need to be terminated/initiated at that site.

MegaPath offers a Maintenance plan for all Managed Security and VPN devices, subject to payment by Subscriber of the associated additional fees. In order to obtain a replacement Managed Security CPE and/or VPN device under this program, Subscriber must open a trouble ticket with MegaPath by calling the MegaPath tech support center, and indicating the reason for the replacement or repair. The MegaPath technician may request certain tests to be performed before approving the replacement or repair request. If Subscriber does not perform the tests, or if the results of the tests indicate that the Managed Security and/or VPN device is not defective, Subscriber may still request replacement of the Managed Security CPE and/or VPN device; provided, however, that Subscriber agrees to pay a fee as set forth in the Fee Schedule earlier in this document if MegaPath determines after receiving the original Managed Security CPE and/or VPN device that it is functioning correctly. For all replacements, Subscriber shall be responsible for shipping the Managed Security CPE and/or VPN device to MegaPath and MegaPath shall be responsible for shipping the replacement to Subscriber.

Specifications for each Managed Security CPE and/or VPN device are subject to change without notice. The latest specifications can be found on their respective manufacturers' websites.

1. Separate from the Maintenance plan, all Managed Security CPE and/or VPN devices purchased from MegaPath include a one-year warranty against defects in parts or workmanship. In case of device failure, Subscriber must contact the manufacturer directly to obtain a replacement unit. This warranty does not cover failure due to abuse, fire, flood, lightning, acts of God, or war. Managed Security CPE and/or VPN devices rented from MegaPath are under warranty directly from MegaPath for the duration of this Agreement, but Subscriber must ensure each device is used with care and is not abused.

II. Business Voice Services

A. Description of Services

Business Voice Services, including, but not limited to, "Integrated Voice" and "Hosted Voice" are hosted Internet Protocol ("IP") based business voice service which bundle Class 5 communications features with local, long distance and international phone service.

The different types of Business Voice Services are described below:

- **Hosted Voice**

Fee Schedule and Services Exhibit

MegaPath's Hosted Voice service provides a complete hosted PBX service to companies without replacing their existing premises-based PBX equipment.

- **PRI Services**

MegaPath's PRI Services provides ISDN-PRI (23B+D) or T1-CAS digital service to a traditional PBX via an Integrated Access Device (IAD).

- **Analog Lines**

MegaPath's analog line service delivers standard analog phone lines to phones, fax machines or key systems via an Integrated Access Device (IAD).

- **SIP Trunking**

MegaPath's SIP (Session Initiation Protocol) Trunking is a service which provides direct SIP delivery to an IP PBX via an Ethernet handoff.

MegaPath supports business and professional use of its Business Voice Services by incorporating a series of Service Delivery Commitments into each Service, as defined in the Service Level Agreement; provided however if you are purchasing Business Voice Services without Voice QoS Optimization (as defined below), the service is provided on a best efforts basis and the Service Level Agreements do not apply. Each voice service is subject to a minimum Service Term starting from the date that service is first accepted by the Subscriber as described in Service Acceptance below.

MegaPath typically provides Business Voice Services in conjunction with its Broadband Access Services in which case the pricing may be a bundled price for both products. Subscribers are required to use MegaPath for switched outbound (1+) direct dial domestic long distance.

Voice service prices do not include PICC or Subscriber Common Line (EUCL) charges. Currently, PICC and EUCL charges are waived for Voice Service subscribers but may be applied at any time.

Subscribers may add available optional features to any service package at additional cost. MegaPath reserves the right to request a copy of Subscriber's phone bills, including all toll bills, prior to installation of service.

B. Technical and Administrative Support

All MegaPath support service is provided on a Tier 2 level, with the Subscriber's support organization providing Tier 1 support directly to its End-Users. Subscriber must open all Trouble Tickets on behalf of its End-Users; however, if necessary MegaPath will communicate directly with the End-User to resolve issues. MegaPath support is available 24x7x365 to help Subscriber resolve network related issues, and during regular business hours to address administrative issues.

C. Service Fees and Terms

1. Monthly Recurring Charges

Subscriber is responsible for the payment of all charges for Services furnished by MegaPath as shown in the “Fee Schedule”. If Subscriber is purchasing both voice and data services, then the pricing set forth in the Fee Schedule may be a bundled price for both products. Except as expressly set forth herein, all fees and charges are nonrefundable.

2. Charges Based on Duration of Use

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- Calls are measured in duration increments identified for each service. All calls that are fractions of a measurement increment are rounded up to the next whole unit.
- Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- Timing terminates on all calls when the calling party hangs up or MegaPath’s network receives an on-hook signal from the terminating carrier.
- Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- All times refer to local times of Subscriber location where applicable.
- Unless otherwise indicated, mileage bands and distance are not applicable to the rates for Services.
- Unless otherwise indicated, rates do not vary depending upon day or the time of day (e.g. Day, Evening, and Night/Weekend).
- Each voice or data toll call is rated and billed in whole cents according to the following conventions:
 - Any billable call or service price-rated with a fraction of a cent less than \$0.005 will be rounded down to the nearest whole cent. Any billable call or service price-rated with a fraction of a cent of \$0.005 or greater will be rounded up to the nearest whole cent.
 - Exceptions. Special rounding arrangements may be made only through contractual arrangements.

3. Commercial Switched Outbound (1+)

“Commercial Switched Outbound (1+) Service” provides direct dialed (1+) interexchange domestic long distance services to commercial Subscribers. Access to the network is available through presubscription (or 1+ access) and only where MegaPath is the provider of local exchange service or otherwise has an access agreement with the Subscriber’s local exchange carrier.

4. Toll Free Inbound

“Toll Free Inbound Service” provides the Subscriber with a phone number in the 800, 888, 877, 866 or similar service access code, calls to which are accepted without charge to the caller and which result in the calling party being connected to the Subscriber either directly or via its local exchange carrier.

5. Directory Assistance

“Directory Assistance Service” allows the Subscriber to request information from directory assistance records. The directory assistance charge applies to all calls. Subscribers are charged

when they obtain the requested information or when the information is unlisted, non-published or no record can be found.

6. Primary Interexchange Carrier Charge

Presubscription is a procedure whereby a Subscriber may select and designate MegaPath as its Interexchange Carrier (“IC”) to access, without dialing an access code, interLATA and intraLATA toll calls. MegaPath will be designated as IC for interLATA and IntraLATA calls.

7. International Long Distance Service

“International Long Distance Service” provides direct dialed international long distance services to Subscribers. Access to the network is available through presubscription and only where MegaPath is the provider of local exchange service or otherwise has an access agreement with the Subscriber’s local exchange carrier. This service consists of the furnishing of switched message telephone service between MegaPath’s operating centers in the United States and the international locations identified below. Such service is available twenty-four (24) hours a day, seven (7) days a week. International Long Distance Service is also available for calls to cellular and non-geographic numbers (NGN). NGN denotes calls to international telephone numbers that are not associated with a specific geographic region.

8. International Long Distance Rates

Unless otherwise specified, International Long Distance rates are per minute of use as timed by MegaPath in seconds. Calls are billed in initial sixty (60) second increments and additional sixty (60) second increments. These rates apply to international long distance message telecommunications services furnished by MegaPath. For operator service calls, appropriate per-minute rates as described in the following section will apply, plus a call placement charge added to the first minute of each call, as shown below. An operator-dialed surcharge will be applied, if necessary. All International rates are detailed on a per country basis as specified in the Call Rates document posted on the MegaPath website.

9. MegaPath Mobile and Desktop Portals

MegaPath Mobile and Desktop Application: Included with your purchase of MegaPath Business Voice Services is access to the MegaPath Mobile and Desktop Application at no additional charge. To access the MegaPath Mobile and Desktop Portals (also referred to as the Software), you must use the username and password assigned to you (or your organization) during the installation process of the associated MegaPath voice service. The MegaPath Mobile and Desktop Portal allows users to access certain features of the MegaPath Business Voice Services, including but not limited to, voicemail access, call placement, view call logs, and control certain voice features via a web browser. MegaPath reserves the right to add, modify or delete functionality or features of the Mobile and Desktop Portal at any time at its sole discretion.

MegaPath’s Mobile Portal will support most mobile platforms that offer a web-browser.

Please note: You must access the web through your mobile device or desktop to gain access to the Mobile Portal. However, the MegaPath Mobile and Desktop Portals do not terminate calls. The portals merely allow Subscriber to configure or designate what devices calls should originate from and what phone numbers they should connect to. When using the MegaPath Mobile or Desktop Portals, all calls are made through the devices you specify while configuring your call back locations within the portal. MegaPath is not responsible for any charges incurred from any device specified for use with the MegaPath Mobile and Desktop Portals. If you are using your mobile device to originate or terminate calls via the MegaPath Mobile Portal, you may incur charges from your mobile phone provider in connection with such calls. You may expend mobile

Fee Schedule and Services Exhibit

minutes and/or incur voice and/or data charges per your calling and data plans with your mobile phone provider. MegaPath is not responsible for such charges.

No Access to Emergency Services: MegaPath's Mobile Portal is not a replacement for your ordinary mobile or fixed line telephone. You must make alternative communications arrangements to ensure that you can make emergency calls if needed.

10. Activation and Installation

The one-time Activation or Installation Fee shown in the "Fee Schedule" will be charged for each service at the time of Service Acceptance.

11. Service Relocation

Subscriber's use of the Services is location-specific to the site indicated in the Service Order for deployment of the Services (the "**Premises**"). If Subscriber elects to relocate the Premises after installation of facilities, Subscriber must submit a new Service Order for the new location and shall pay any installation and activation charges associated with delivery of Service to the new location. If Subscriber intends to vacate or relocate the Premises, Subscriber must provide MegaPath with notice terminating all Services to the installed location in accordance with these Terms and Conditions; any such action does not relieve Subscriber of any early termination fees which may be owed hereunder.

12. IP Addresses

MegaPath's ability to assign "IP addresses" is subject to restrictions on availability. MegaPath may require a "justification letter" and other supporting documents in order to secure the number of IP addresses requested by Subscriber. MegaPath reserves the right to deny requests for a number of IP addresses which MegaPath deems to be excessive. Subscriber has no property rights in the IP addresses assigned by MegaPath and cannot acquire such rights through usage, publication, announcement or otherwise. All IP addresses remain property of MegaPath, and Subscriber's right to use any given IP address shall terminate upon termination of the associated Service.

13. Early Termination and Service Change Fees

All Voice Service is sold subject to a minimum Term for service. This Term begins on the Date of Acceptance as defined below.

If at any time during the Service Term of Subscriber's Service Order containing Business Voice Services, Subscriber desires to add new Business Voice Services at the same service location reflected on the initial Service Order ("Additional Voice Services"), Subscriber may do so upon MegaPath's approval and at MegaPath's then current list rates for those Additional Voice Services. The Service Term for such Additional Voice Services shall be coterminous with the initial Service Order. The Additional Voice Services will be governed by the Standard Terms and Conditions as well as the Terms of Service found herein.

If the Voice Service is disconnected or terminated prior to the end of the initial Circuit Term, by MegaPath due to a breach of this Agreement by Subscriber, or by Subscriber or End-User for any reason other than a Chronic Outage as set forth in the SLA's, then End-User hereby agrees to pay the Early Termination fee set forth in the Fee Schedule in this Agreement. In this case, Early Termination Fees for Voice Service are in addition to any applicable Early Termination Fees for other services utilizing the broadband service. Furthermore, if Subscriber has provided the underlying broadband service and MegaPath is only providing the Voice Service, then Subscriber will be responsible for any cancellation of the underlying service with the applicable provider and will be responsible for any additional fees including Early Termination Fees, if any.

Fee Schedule and Services Exhibit

Other fees may apply if End-User requests changes to the Voice Service; these fees are set forth in the "Fee Schedule."

14. Delivery of Service and CPE

In support of Service, MegaPath may deliver CPE to work with the existing Subscriber circuit. MegaPath's basic installation responsibilities shall be limited to establishing connectivity between the IAD and the MegaPath network. Subject to the next sentence, basic installation shall also include, if requested by Subscriber and deemed reasonable by MegaPath, running limited inside wiring from the MPOE to an Equipment location at the Premises requested by Subscriber. Notwithstanding the foregoing, basic installation shall not include inside wiring in excess of 50 feet, inside wiring which would take more than 15 minutes to install, wiring across more than 1 floor of space at the given location, or any other extraordinary wiring or installation services, all as determined by MegaPath or its authorized contractors, all of which shall be billable at MegaPath's then current rates on a time and materials basis, if requested by Subscriber and performed by MegaPath at its election. MegaPath shall not be responsible for wiring or configuring Subscriber's local area network. Additional service and maintenance (e.g., service calls, circuit downgrades/upgrades, non-basic inside wiring, etc.) are billable at MegaPath's then current rates on a time and materials basis. Subscriber shall be responsible for the early termination charges referred to in these Terms and Conditions if Subscriber cancels its order during the inside wiring process, following circuit installation, rather than authorizing and incurring charges for any non-basic wiring which may be required. Performance by MegaPath, at Subscriber's request, of any non-recurring services (e.g., non-basic installation, wiring or repairs, etc.) shall constitute conclusive evidence of Subscriber's agreement to be responsible for any charges associated therewith.

In order to facilitate configuration of Equipment and ensure its compatibility with MegaPath's network, MegaPath reserves the right to require Subscriber, as a condition to receiving Service, to purchase or lease, as indicated in the Service Order, certain Equipment (of a make and model deemed appropriate by MegaPath for Service) from MegaPath. MegaPath shall not be responsible for the operation or maintenance of any Subscriber provided equipment. Equipment leased to Subscriber under a Service Order shall remain property of MegaPath and be returned to MegaPath by Subscriber in good condition, reasonable wear and tear excepted, upon termination of Service pursuant to MegaPath's return materials authorization procedures, or, at MegaPath's option, Subscriber shall allow MegaPath personnel to remove all MegaPath-owned equipment from the Premises. All title to Equipment sold to Subscriber under a Service Order shall remain with MegaPath until payment of the full, invoiced purchase price associated with such Equipment, as indicated on the Service Order. Title to all facilities (except such Equipment sold to a Subscriber under a Service Order) shall remain with MegaPath. The electric power consumed by any Equipment on the Premises of Subscriber shall be provided by and maintained at the expense of Subscriber.

MegaPath warrants to Subscriber that any Equipment purchased from MegaPath hereunder, and all inside wiring installed in support of Service, shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation. This warranty is limited to the original Subscriber and is not transferable. If any Equipment or wiring shall become defective during the warranty period, MegaPath shall, at its option, repair or replace such materials with comparable materials (which may be reconditioned), provided it is reported (in the case of defective inside wiring) or reported and promptly returned (in the case of defective Equipment) to MegaPath during the warranty period in accordance with MegaPath's return materials authorization procedures. This warranty shall be void if, in MegaPath's determination, malfunction is the result of such Equipment or wiring having been abused, misused, repaired, modified or tampered with by, or accidentally damaged by, a party other than MegaPath or its authorized contractors. Any such repair or replacement will not extend the original warranty period. If MegaPath determines that the Service failure is attributed to defective Equipment, then this warranty shall be satisfied by the shipment by MegaPath of replacement Equipment to the

Fee Schedule and Services Exhibit

Premises and shall not include on-site re-installation which, if requested, shall be billable at MegaPath's then current rates on a time and materials basis. All returned Equipment shall become property of MegaPath. Otherwise, Subscriber shall be solely responsible for any loss, theft, failure or damage of or to the Equipment and wiring while in Subscriber's possession or installed at the Premises. If Equipment or wiring malfunction is reported after expiration of the warranty period or is the result of a warranty exclusion, and Subscriber requests repair assistance from MegaPath, Subscriber shall be responsible for all applicable repair costs, including on-site assistance, if required, and Equipment purchase costs, at MegaPath's then current rates on a time and materials basis. In the unlikely event that MegaPath determines that it cannot repair or replace the Equipment or wiring within a commercially reasonable period of time, then MegaPath may provide Subscriber with immediate written notice of termination of the affected Service, Service Order or the Service Agreement, in MegaPath's discretion, without liability to either party.

The date and approximate time for service delivery shall be conveyed by MegaPath to Subscriber prior to installation. Other on-site work will be scheduled over time blocks offered by MegaPath. Subscriber shall allow MegaPath reasonable access and right-of-way to the Premises, as reasonably determined by MegaPath to be appropriate to the provision and maintenance of Services, and hereby grants to MegaPath and its contractors a revocable license to enter onto the Premises for said purposes. Subscriber represents and warrants that Subscriber has the right to grant access to the Premises. Subscriber shall be responsible for clearing its Premises of hazardous materials prior to MegaPath's initiation of any on-site work and providing a safe environment for MegaPath to perform service. Subscriber will reasonably cooperate with MegaPath's on-site work for Subscriber. Subscriber is responsible for securing any licenses, permits, easements, rights-of-way or other third party consents necessary for on-site work. If Subscriber fails to do so and MegaPath is required to remove wiring or Equipment, Subscriber shall bear the costs of disconnection and removal. If Subscriber (i) cancels a scheduled on-site service call on less than 48 hours notice or (ii) does not provide access at the scheduled time, then MegaPath may charge Subscriber a "no access" fee set forth in the "Fee Schedule". MegaPath shall use commercially reasonable efforts to install the Equipment and wiring and provide the Services as promptly as practicable, but MegaPath shall not be liable for any delays in commencement of Service. MegaPath shall not be responsible for removing any wiring upon termination of any given Service. MegaPath is not liable for any defacement of, or damage to, the Premises resulting from the furnishing of Service or the attachment of equipment and facilities furnished by MegaPath at such Premises or by the installation or removal thereof, when such defacement or damage is not the result of gross negligence or willful misconduct of MegaPath. In order that MegaPath may remain at the forefront of technology service offerings, MegaPath reserves the right, at any time and from time to time, to substitute any Subscriber's Service technology with another level of technology that provides equal or better service to Subscriber.

15. Privacy and Security (CPNI)

Voice over IP ("**VoIP**") communication may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Subscriber acknowledges and understands that MegaPath cannot guarantee that voice over IP communication is always private or secure. MegaPath is not liable for any lack of privacy or security that Subscriber may experience with regard to the Service. Subscriber is responsible for taking precautions and providing security that best suits Subscriber's intended use of the Service. Please refer to MegaPath's Privacy Policy in the Agreement for information on MegaPath's use and disclosure of Subscriber's information.

There are Federal Communications Commission rules governing the access, use and disclosure of certain information that MegaPath obtains from you in its provision of **VoIP** services to you. (all voice services sold by MegaPath are considered VoIP services. This information is known as

Customer Proprietary Network Information ("CPNI"). CPNI is (a) information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by you, and that is made available to MegaPath by you solely by virtue of your customer relationship with MegaPath, and b) information contained in your bills pertaining to telephone exchange service or telephone toll service. CPNI does not include subscriber list information, such as the information found in phone directories. Subject to certain exceptions, including the provisioning of services, marketing adjunct services, and preventing telecommunications fraud and abuse, MegaPath may not use, disclose, or permit access to your CPNI without your consent.

16. Non-Standard Use

MegaPath will notify Subscriber if and to the extent that MegaPath determines in MegaPath's reasonable discretion that the Service is showing improper usage patterns. Improper usage patterns may include but are not limited to calling patterns where Subscriber's ratio of inbound or outbound call minutes exceeds 80% of Subscriber's aggregate minutes or Subscriber's aggregate minutes of usage per month per Seat or Line in an Order exceeds 5,000 minutes regardless of the purchased Service plans. Aggregate minutes are calculated by adding all of Subscriber's Off-Net inbound plus all of Subscriber's Off-Net outbound minutes, excluding any metered or shared minute plans, on a monthly basis. MegaPath reserves the right to, at its sole discretion, Terminate the Service or convert the Service to metered billing where improper usage patterns are identified. Notwithstanding the foregoing, MegaPath has no obligation to monitor the Service for improper usage patterns.

17. LAN Information

Subscriber warrants Local Area Network ("LAN") information provided herein is accurate. Unless otherwise indicated in writing by MegaPath, Subscriber shall maintain the same LAN and physical premises configuration (wired and wireless) as described at time of order to assure proper operation of the Voice Service. MegaPath shall not be held responsible for project delay resulting from errors or omission in this information. Moreover, Subscriber shall be responsible for any additional costs resulting from such errors or omissions, including but not limited to field technician dispatches, re-scheduling fees and additional vendor costs. Subscriber warrants that LAN information on record will be maintained and updated with MegaPath. MegaPath reserves the right to audit Subscriber LAN. If, at any time, MegaPath's audit reveals significant deviations from information on record, Subscriber shall be responsible for updating this information and for any costs MegaPath may incur as a result of this information being inaccurate. Failure by Subscriber to notify MegaPath of any material changes to the LAN information may result in additional costs, including but not limited to field dispatch of professional technicians, and MegaPath will charge Subscriber accordingly and Subscriber agrees to pay MegaPath for such additional costs. In addition, MegaPath shall not be held responsible for any outage directly resulting from Subscriber's material LAN and WAN changes performed without prior written communication to and written approval from MegaPath.

18. Number Porting

Subscriber may port Subscriber's toll-free and local access telephone numbers to MegaPath, in which event Subscriber warrants that the porting information provided to MegaPath is accurate, including but not limited to the Letter of Authorization. Subscriber is solely responsible for all of its contractual obligations with its current/previous Service provider, the timely termination of all Services with current/previous Service provider and the settlement of any charges owed to the current/previous Service provider, including, but not limited to, service fees and termination charges. MegaPath does not guarantee the ability to port Subscriber's telephone numbers. MegaPath is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that Subscriber may suffer, or that some other person may

suffer and claim against Subscriber, arising from the porting process, including, but not limited to, any loss of Service during porting or MegaPath's, or the current/previous Service providers, inability to successfully port Subscriber's numbers either in a timely manner or at all, and MegaPath will not provide credit for any such costs, expenses, losses, or damages. Subscriber is solely responsible for initiating any and all port reversals with the current/previous Service provider and shall remain fully responsible to MegaPath for all charges for any services used while requesting and waiting for any such reversal.

19. Emergency 911 Service

1. Distinction between MegaPath Voice Services 911 and Traditional 911.

Subscriber acknowledges and understands, and will inform any employees, guests and other third parties who may use MegaPath's services, that MegaPath's 911 Emergency Service differs from traditional 911 or E911 service (which MegaPath does not support) in the following ways:

Availability. Subscriber acknowledges and agrees that 911-type Services are not available in all locations or with all services and only with MegaPath-provided equipment that MegaPath has registered for use at such location. Subscriber acknowledges that 911 calls placed using software applications, such as the Voice Communications Toolbar, Soft Phones or 3rd party applications, will not be terminated and that such users should be instructed to use standard dial-tone phone Service to place 911 calls. MegaPath 911 Service is not available to end users and Subscriber sites located outside of the United States.

Failure to Designate the Correct Physical Street Address. If Subscriber does not correctly identify the actual current and correct physical street address location where Subscriber's MegaPath equipment will be located at the time Subscriber registers for the Service, 911 communications may be misdirected to an incorrect local emergency service provider. When ordering Service, Subscriber must provide the actual physical street address where the Service will be located, not a post office box, mail drop or similar address. Subscriber acknowledges and understands that 911 dialing does not function properly or at all if Subscriber moves or otherwise changes the physical location of the MegaPath-provided hardware to a different street address. Any change of the devices physical address must be coordinated with MegaPath for the Service and 911 to work properly.

Routing and Automated Number & Location Identification. Subscriber's 911 calls may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a Public Safety Answering Point (PSAP) designated for the address Subscriber listed at the time Subscriber registered for the Service or other back-up emergency answering services. MegaPath relies on third parties for the forwarding of information underlying such routing, and accordingly MegaPath and MegaPath's third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. The PSAP receiving Voice Services 911 Emergency Service calls may not be able to capture and/or retain automatic number or location information. MegaPath's system is configured in most instances to send the automated number identification information and to transmit identification of the address that Subscriber has registered with MegaPath to the PSAP and local emergency personnel for Subscriber's area when Subscriber dials 911; however, one or more telephone companies, not MegaPath, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Subscriber acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is unable to be completed, is dropped or disconnected, or if Subscriber is unable to speak to tell them

Fee Schedule and Services Exhibit

Subscriber's phone number and location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

Power Failure, Outages or Disruptions of Service. Voice Services 911 Service may not function if Subscriber's voice gateway fails or is not configured correctly or if Subscriber's Voice Services are not functioning for any reason, including, but not limited to, in the event of a power outage, broadband service outage, or suspension or disconnection including suspension or termination of service by Subscriber's broadband provider and/or ISP or by MegaPath for any reason including billing issues or for other reasons described elsewhere in this Agreement. If there is a power outage, the Service and 911 dialing will not function until power is restored and Subscriber may be required to reset or reconfigure the MegaPath Equipment prior to being able to use Subscriber's Voice Services, including for 911 purposes. Subscriber acknowledges that MegaPath does not offer "Lifeline" or other services for which 911 dialing may continue to operate when the service is otherwise impaired or not in service. Subscriber therefore acknowledges and agrees that MegaPath has strongly recommended that Subscriber always have an alternative means of accessing traditional 911 services.

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911. There is a greater possibility that Subscriber's 911 calls will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer, as compared to traditional 911 calls. Subscriber acknowledges and accepts that MegaPath relies on third parties for the forwarding of information underlying such routing, and accordingly MegaPath and MegaPath's third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect.

2. Limitation of Liability and Indemnification. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Subscriber acknowledges and understands such limitations and agree to release, defend, indemnify, and hold harmless MegaPath, its officers, directors, employees, affiliates and agents and any other of its underlying providers, service providers or other third party providers who furnish services to Subscriber or MegaPath in connection with this Agreement or the Services, from any and all liabilities, claims, actions, losses, damages, fines, penalties, costs and expense (including, without limitation, reasonable attorneys fees) by, or on behalf of, Subscriber or any third person or party or user of the Service relating to or arising out of the absence, failure or outage of the service, including 911 dialing and/or inability of Subscriber or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel and/or misroutes of 911 calls, including but not limited to misroutes resulting from Subscriber's provision to MegaPath of incorrect address information in connection therewith. Further, Subscriber hereby waives any and all such claims or causes of action resulting from the foregoing events or conditions unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, gross recklessness, or intentional gross misconduct on MegaPath's part.

20. Security Systems, Fax Machines and Other Non-Voice Communications Equipment

Many types of non-voice communications equipment, including but not limited to, security systems that are set up to make automatic phone calls, fax machines, modems and medical monitoring devices, may not be compatible with the Voice Services. By accepting this Agreement, Subscriber waives any claim against MegaPath for interference with or disruption of such systems due to the Services.

21. Certified Equipment

Subscriber acknowledges that MegaPath Voice Services are intended for use with MegaPath-provided or MegaPath-certified equipment only. MegaPath reserves the right to terminate or suspend Service if non-MegaPath certified equipment is being used by Subscriber in conjunction with MegaPath Voice Services, without prior written approval by MegaPath. Termination fees may apply. In addition, MegaPath does not provide and has not certified any equipment for use in conjunction with analog faxing and automated dialing.

22. Subscriber-provided Software

The Subscriber may use 3rd party software applications in conjunction with their voice service provided that the software exists on the Recommended or Known List.

- Any 3rd party software the Subscriber uses (recommended or otherwise) is at their own risk.
- Subscribers must uninstall any 3rd party software related to their voice service if MegaPath, at its own discretion, believes that software is generating issues, either for Subscriber or the MegaPath platform.
- No software development is allowed against our production platform. Subscribers or Partners should instead setup a Broadsoft developer account and develop against Broadsoft's test servers. Once their application is ready for release, it will be treated as any other 3rd party application.

23. Quality of Service

MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide, nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as customer provided access. All Voice Services provisioned without Voice QoS Optimization, including those provided by MegaPath are provided on a best efforts basis and there are no SLAs available on these services.

24. Confidentiality

Customer acknowledges that all information provided by MegaPath for use with the Voice Services, such as web portal usernames, passwords, and SIP credentials, is confidential in nature. In addition, Customer warrants that it will treat this information as confidential, provide such information only to authorized end users and inform them of the confidential nature of this information. Customer further acknowledges that failure to do so may result in Service suspension, cancellation and fraudulent usage, for which MegaPath shall not, under any circumstances, be liable.

III. Managed Services

A. *Managed Security Services Description*

Managed Security Services include: Anti-Virus Network, Anti-Virus Client, Whitelist / Blacklist, Content Filtering, Spam Tracker, Basic Firewall, Advanced Firewall, and Intrusion Prevention Services.

1. Anti-Virus Network Service

Provides Subscriber with virus, greyware and spyware control and removal from its locations to all other connected networks.

2. Anti-Virus Client Service

Provides Subscriber with virus, greyware and spyware control on PC's, workstations and laptops. To use the Anti-Virus Client Service, Subscriber must have a PC, workstation or laptop with the following minimum system requirements:

- PC-compatible computer with Pentium processor or equivalent
- Compatible operating systems and minimum RAM:
- Microsoft Windows 2000: 64 MB
- Microsoft Windows XP: 128 MB
- 20 MB hard disk space
- Native Microsoft TCP/IP communications protocol
- Native Microsoft PPP dialer for dial-up connections
- Ethernet for network connections
- Microsoft Internet Explorer 5.0 or later
- Adobe Acrobat Reader 4.0 or later for user manuals

3. Whitelist / Blacklist Service

Provides Subscriber with web client usage control from its locations to all other connected networks.

4. Content Filtering Service

Provides Subscriber with web usage control from its locations to all other connected networks.

5. Spam Tracker Service

Provides Subscriber with Spam Marking and email client setup from its locations to all other connected networks. Spam Tracker Service supports the following Subscriber supplied email clients:

- Outlook 9x
- Outlook 2000
- Outlook XP
- Outlook Express
- Outlook Express for Cable and DX
- Eudora Light
- Eudora 5
- Eudora 5 for Cable/DX
- Netscape 4.6
- Netscape for Cable and DXOSX
- Evolution
- MegaPath Web-mail

6. Basic Firewall Service

Delivers specific "allow deny" statements as it pertains to all network communications through MegaPath's national private network and, if needed, the Internet.

7. Advanced Firewall Service

Delivers specific "allow deny" statements as it pertains to all network communications through MegaPath's national private network and, if needed, the Internet.

8. Intrusion Prevention Service

Provides Subscriber with signature and anomaly attack prevention to and from all other connected networks. Each Managed Security Service is subject to the minimum Initial Term of 1 year starting from the date that Service is first installed. Subscriber must have an active broadband circuit before Managed Security Services can be configured and activated. End-User may purchase such circuits from MegaPath, or from a provider other than MegaPath. If End-User does not use MegaPath circuits, End-User must provide all necessary access circuit information, such as IP address, default Gateway, and Domain Name Service (DNS), at the time of ordering to MegaPath in order for MegaPath to configure the Managed Security Service. Failure to do so will result in delayed installation of Managed Security Services, and may make it impossible to complete the Managed Security Services installation. MegaPath will not be liable for any charges incurred due to incorrect and/or incomplete information from End-User.

MegaPath will maintain all Managed Security Service log data for a period of 90 days. After the 90 day period, the log data will be removed from MegaPath systems and will be not be recoverable. All requests for log data must be received prior to removal of the requested data. All Managed Security Service reports will be retained for a period of two (2) years. After the two (2) year period the reports will be removed from MegaPath systems and will be not be recoverable. All requests for report data must be received prior to removal of the requested data. Subscriber acknowledges that it is ultimately responsible for how the Managed Security Services are used, that MegaPath assumes no liability for the security of the Managed Security Services, their failure to protect, detect, block, quarantine, mark, or trace intrusive or harmful software, emails or attacks, or their misidentification of software, or emails as otherwise (“false positives”), or for data transmitted through the Managed Security Services, and that the Managed Security Services may impact the speeds and quality of service End-User receives through its broadband circuits.

B. Managed Security Services Installation Services

If End-User requires (or requests) a Professional Install at an End-User site, MegaPath will accommodate this request based on a standard Professional Install charge per site set forth in the schedule below, which End-User agrees to pay. A Professional Install includes on-site installation of the Managed Security CPE and/or VPN device (if necessary), configuration of the Managed Security CPE and/or VPN tunnel, and confirmation of connectivity from one end of the tunnel to the other end. Any wiring or additional services required at that site are not included in this Professional Install fee, and will be charged for separately.

Managed Security Services are billed separately from broadband access circuits. End-User will be billed and agrees to pay for each MegaPath-provided broadband access circuit at the time of each circuit’s acceptance as defined in the Fee Schedule.

End-User must comply with all terms, and must provide the MegaPath technician with all reasonable access and assistance during the installation process. If delays occur because Subscriber has not provided MegaPath with the complete and correct information to implement the Managed Security Service, MegaPath will start billing Subscriber for the broadband access of all MegaPath-provided circuits as soon as such circuits are installed, even if the Managed Security Service installation cannot be completed.

C. **Managed Site-to-Site VPN Services**

1. **Description of Services**

MegaPath's Managed Site-to-Site VPN Service provides Subscriber with private network connectivity from its branch offices to its headquarters and data centers. This service may be deployed in three (3) scenarios based on access type and Subscriber requirements:

- 1) **100% MPLS VPN** uses Multi-protocol Label Switching (MPLS) to create a Virtual Private Network (VPN) for Subscriber's traffic within the MegaPath MPLS Network. This approach requires that all locations to be connected via Private (Layer-2) DSL, T1/DS3 or Satellite circuits (i.e., "on-net" access technologies).
- 2) **IPsec over MPLS VPN** utilizes DES/3DES IPsec encryption to encrypt Subscriber traffic to/from each site across the MegaPath MPLS Network and, in some cases, across the public Internet. IPsec tunnels from each site are terminated on VPN routers, concentrators or firewalls located in the MegaPath MPLS Network. This scenario is utilized when Subscribers have the requirement for all traffic to be encrypted for maximum security.
- 3) **Hybrid MPLS/IPsec VPN** is the most common approach; it utilizes MPLS for sites connected via on-net access technologies, and IPsec for off-net locations connected via the public Internet. Integration of IPsec and MPLS is enabled by a VPN router, firewall or concentrator in the MegaPath MPLS Network that is set up with the private interface attached into the client's MPLS VPN. A Hybrid MPLS/IPsec VPN extends the reach of a Subscriber's MPLS VPN to any sites on the public Internet.

2. **Multi-protocol Label Switching (MPLS)**

MPLS is a high-performance packet-forwarding technology that integrates the privacy, performance and traffic-management capabilities of data link layer (Layer-2) switching with the scalability, flexibility, and inherent redundancy of network layer (Layer-3) routing. MPLS appends labels to the original data packets and MPLS routers within the MegaPath MPLS Network switch the packets based on these labels via Label Switched Paths (LSPs). This approach eliminates the need for each router to compute the 'next hop' for the packet, which expedites packet delivery and enables MegaPath to have greater control over the traffic flows and performance of its network. MPLS maintains a discrete routing table(s) for each MPLS Private Network, known as a VPN Routing and Forwarding (VRF) instance. The MegaPath Provider Edge (PE) router interfaces that connect the Subscriber's sites are marked as belonging to a particular VRF. All traffic on that interface, both incoming and outgoing, is treated as part of the VRF. The VRF includes routing and forwarding tables and rules that define the VRF membership and thereby keep the traffic on the VRF separate and private from other traffic on the network. The default setup for the Managed Site-to-Site VPN Service is a fully-meshed design that enables all sites to communicate directly with each other. Subscribers that require restrictions on the fully-meshed nature of the design must make such a request at the time of the initial technical consultation, and an additional set-up charge may apply.

3. **Managed Site-to-Site VPN Service**

The Managed Site-to-Site VPN Service includes (1) detailed technical consultation with Subscriber for initial design of the MPLS and/or IPsec VPN architecture; (2) configuration of the MegaPath MPLS Network based on the requirements defined during technical consultation; (3) configuration of MegaPath-provided CPE based on the requirements defined during the technical consultation; (4) re-configuration of MegaPath provided CPE if a site moves or servers are added or changed; and (5) 24x7x365 proactive monitoring and support for the Subscriber's Managed

Fee Schedule and Services Exhibit

Site-to-Site VPN Service, including automated creation of trouble-tickets and proactive Subscriber notification in the event of outages.

The Managed Site-to-Site VPN Service does not include Subscriber requested configuration changes to the MegaPath MPLS Network, such as re-configuring certain CPE or network routers to accommodate a redesign of the Subscriber's VPN architecture after the original design has been implemented; MegaPath may perform such changes for Subscriber, subject to the technical limitation of the Managed Site-to-Site VPN Service, after completion of a Statement Of Work (SOW) and for a Time and Material fee based on the Professional Services rate specified in the Fee Schedule. The Managed Site-to-Site VPN Service includes one (1) global re-configuration of MegaPath provided VPN CPE per year, if requested. Any additional CPE reconfiguration will be available for the prices set forth in the Fee Schedule. The type of CPE devices needed and their configuration will be determined at the time of the initial technical consultation with the Subscriber. Please note, the Managed Site-to-Site VPN Service requires that the Subscriber's headquarters and/or datacenter(s) be provisioned with dedicated T1(s), DS3(s) or Ethernet Cross-connect(s). MegaPath cannot deploy the Managed Site-to-Site VPN Service to the remote sites until the Subscriber's headquarters and/or datacenter(s) have been connected and the Managed Site-to-Site VPN Service CPE can only be installed and the Service activated at a particular site *after* the access circuit for that site has been installed.

4. Internet Access

The Managed Site-to-Site VPN Service provides the Subscriber with a "private network," meaning that it does not include access to the public Internet. Unless certain applications demand split tunneling, the preferred design for such sites, however, is to tunnel all traffic to the MegaPath MPLS Network. To add access to the public Internet, Subscriber must either purchase MegaPath's Managed Firewall Service, which includes Internet access as an integral part of the service, or Subscriber may provide Internet access via their own Internet Firewall or NAT router at their headquarters or data centers.

5. Quality of Service (QoS)

QoS is implemented throughout the MegaPath MPLS network by utilizing Classes of Service to allow consistent prioritization of (a) real-time (b) critical and (c) low priority traffic flows. An example of real-time traffic is Voice over IP, whereas critical traffic may include financial transactions and ERP applications, and low-priority traffic might include Internet web browsing (HTTP) and email (SMTP). These classifications enable voice and critical applications to function on the same network even under times of link congestion.

Bi-directional QoS is the combination of prioritization and queuing on the CPE and PE routers that establishes two-way QoS from any on-net site to any other on-net site that has the Managed Site-to-Site VPN Service with QoS. MegaPath extends service classes to the Subscriber's sites using QoS-capable CPE to mark, queue, and prioritize traffic leaving the site en-route to the MegaPath MPLS network. This ensures consistent circuit performance for important applications. The PE routers also prioritize and queue these traffic flows across the MPLS network and in the return direction from the MegaPath MPLS Network to the Subscriber's sites. Note that any traffic destined for the Internet cannot be prioritized once it has left the MegaPath network because MegaPath has no control over Internet routers. However, critical applications that access the Internet can still benefit from the prioritization within the MegaPath network en route to the Internet egress point. All on-net locations receiving the QoS service will get Bi-Directional QoS.

There are four standard service classes MegaPath uses to classify traffic from the Subscriber's applications:

Fee Schedule and Services Exhibit

Voice Class – This is used for Jitter and delay sensitive Voice traffic only. All MegaPath Voice traffic uses this class and has absolute priority over all other classes.

Critical Class – This is for critical data applications. It is ideal for service that requires guarantees for packet flows, but not sensitive to Jitter, as voice and video conferencing. It is ideal for Credit Card transactions, financial data or any traffic deemed vital to the business.

Business Class – This is for traffic critical to the business, such as email applications.

Data Class – This class includes any traffic not identified as a priority or marked as traffic specific to another class by the Subscriber such as file transfers, Notes replications, Internet browsing, Simple Mail Transfer Protocol server to Internet. Reasonable commercial efforts are applied to ensure timely transmission.

MegaPath offers several pre-defined QoS profiles which can be described during the discovery and implementation stages. Subscriber must select one of the profiles per circuit speed to be applied to all sites with that circuit speed in a uniform manner.

Voice traffic will be prioritized over other classes up to the allocated amount of bandwidth for that class (i.e., 'in-profile'). Voice traffic that exceeds that amount (i.e., 'out-of-profile'), will be dropped. If the Voice traffic does not consume the bandwidth allocated to its class, the unused bandwidth can be used for excessive (i.e. 'out-of-profile') traffic from other classes.

Because Layer-3 Internet access circuits do not touch the MegaPath MPLS backbone, MegaPath cannot enable QoS and manage traffic destined to sites provisioned via off-net access. In such instances, MegaPath does not support Bi-directional QoS, but will support Outbound QoS. Outbound QoS is the ability to enable Quality of Service on a Layer-3 (off-net) access circuit by configuring QoS on the CPE device to prioritize outbound traffic. This provides upload priority to critical applications which is especially important when the upload bandwidth is consumed by other applications. The CPE must be sourced and configured by MegaPath. All off-net locations receiving the QoS service will get Outbound QoS.

For QoS on MegaPath's Managed Site-to-Site VPN Service, the available bandwidth is determined based on the type of access circuit:

1. Private (Layer-2) DSL: It is assumed that up to 30% of the circuit bandwidth may be used as overhead capacity.
Available Bandwidth = Circuit Bandwidth * 70%
2. Dedicated Access – It is assumed that 10% of the circuit bandwidth may be used as overhead capacity.
Available Bandwidth = Circuit Bandwidth * 90%

For services provisioned via Layer-3 access, the available CIR is assumed to be 75% of the bandwidth:

3. Layer-3 Broadband: Available Bandwidth = Link Bandwidth * 70%

The QoS capability is provided at an incremental fee. Prices are set forth in the Fee Schedule. For Managed Site-to-Site VPN without QoS, all traffic is assigned to the Data Class.

The Managed Site-to-Site VPN with QoS requires use of a QoS-capable CPE that is sourced and managed by MegaPath. Specific CPE requirements will be provided during the initial technical consultation. CPE is required to be sourced, configured, and managed by MegaPath.

If Subscriber is running Voice over IP and data applications on the same MegaPath circuit, then the circuit must have a minimum upstream speed of 384 kbps in order to qualify for QoS services.

Fee Schedule and Services Exhibit

Although 384 kbps is the minimum, it is strongly recommended to have a minimum circuit upload speed of 768 kbps to avoid call abnormalities (voice distortion, one-way audio traffic, call drop, undistinguishable voice signal/speech, and unrecognizable dial digits).

All QoS policy changes must be made globally by circuit type and speed because this is how the policies are applied. All policy changes are billable events with a charge applied per site.

6. Integration with Other MegaPath Services

Certain other MegaPath services can be integrated with the Managed Site-to-Site VPN Service, including MegaPath's Managed Security Service, Dial Backup Service, Quality of Service, Managed WiFi HotSpot Service and Managed IP Telephony Service. However, Subscriber must specify which of these services are to be integrated at the time of the initial technical consultation so that they can be included in the proposed VPN architecture. Subsequent requests for these services may require different CPE or reconfiguration of certain CPE or network routers to accommodate a redesign of the Subscriber's VPN architecture; MegaPath may perform such changes for Subscriber, subject to the technical limitation of the Managed Site-to-Site VPN Service, after completion of a Statement of Work (SOW) and for a Time and Material fee based on the Professional Services rate specified in the Fee Schedule.

7. Hardware VPN Only Service – Support and Monitoring

MegaPath Hardware VPN Only service involves having MegaPath provide a VPN router on the Subscriber premises to build an IPSec tunnel to the Subscriber's VPN over an existing Subscriber-provided broadband access circuit. This service is only available for remote locations and is not available for Host or Headquarter locations. This service is only available on circuits for which the broadband access provider will allow the use of IPSec for transporting Subscriber data and SNMP for monitoring and managing the VPN router. The existing broadband modem must also be configured as a passive bridge, such that the VPN router has the only WAN accessible public IP address, and this must be a static IP address. Subscriber must complete the HW VPN Only Site Information Form for each site prior to ordering this service, detailing the broadband access provider name/contact info, the type of broadband service, the make/model of broadband modem, and all necessary account information and passwords. Failure to complete these documents in an accurate and timely manner may disrupt the service delivery process and result in multiple provisioning site visits at an additional cost to the Subscriber. Under certain circumstances, it is not technically feasible to provide this service at some sites. MegaPath will make commercially reasonable efforts to identify such circumstances based on the HW VPN Only Site Information Form prior to dispatching a Professional Onsite Installation technician, however, if MegaPath determines that it is not technically feasible to provide this service, the Subscriber shall be responsible for all fees associated with any Professional Onsite Installation services expended.

MegaPath is only able to troubleshoot and support the MegaPath-provided CPE and services and cannot help restore or resolve issues with a Customer-provided broadband access service. If MegaPath is unable to determine that a service-related issue is caused by the MegaPath provided CPE and network facilities, it will request that the Subscriber contact his/her broadband access provider to request their support and oversee their resolution of the issue. Once the broadband access provider has resolved the issue and restored service, the Subscriber should notify MegaPath and (if necessary) request additional support for any remain issues pertaining to the functionality of any MegaPath-provided CPE and services.

Fee Schedule and Services Exhibit

Static IP addresses are only available for certain types of broadband service from certain access providers. If requested, additional fees for static IP addresses will apply and will vary by access provider. Dial Backup Failover Service is not available on Hardware VPN Only Service.

Subscriber shall be responsible for any fees levied by the access provider for using MegaPath's VPN service in conjunction with their broadband access circuit. Additional charges may apply if the use of MegaPath's services requires new Customer Premises Equipment, Professional Engineering Services, Professional Onsite CPE Installation Service or Professional Inside Wiring.

Standard CPE installation includes pre-configuration of any MegaPath provided CPE and telephone support by the MegaPath NOC (if necessary) for self-installation of the CPE by Subscriber's site contact. If Subscriber has purchased any additional services from MegaPath (e.g., VPN, Managed Firewall/IDS, Remote Data Backup), the MegaPath NOC will confirm that these services are operational via telephone-based support and/or with the assistance on an On-site CPE Installation technician.

8. Non-MegaPath Equipment

Non-MegaPath provided VPN, firewall, and/or other networking hardware or software can completely change the implementation of the Managed Site-to-Site VPN Service and in some cases make implementation of the Service impossible. It is the Subscriber's responsibility to inform MegaPath of any existing VPN, firewall, or networking solutions already implemented at Subscriber's locations and to confirm technical and operational feasibility with MegaPath prior to implementing these types of solutions in the future.

Subscriber acknowledges that it is ultimately responsible for how the Managed Site-to-Site VPN Service is used, and that MegaPath assumes no liability for the security of the Subscriber's VPN or for data transmitted through it. Further, Subscriber acknowledges that use of the Managed Site-to-Site VPN Service may impact the speeds and quality of service End-Users receive through its broadband circuits.

MegaPath will provide the following online reports to the Subscriber as part of the Managed Site-to-Site VPN Service: Availability Report, Mean Time To Repair (MTTR), and Trouble Ticket Report. These reports are available to the Subscriber for each remote site at which Managed Site-to-Site VPN Service is provided. Subscriber will be given the procedure for accessing the online reports upon contracting for Managed Site-to-Site VPN Service. All VPN reports will be retained for a period of 2 (two) years, after the 2 (two) year period the reports will be removed from MegaPath systems and will be not be recoverable.

D. Managed Site-to-Site VPN Services Technical & Administrative Support

MegaPath technical support is available 24x7x365 and administrative support is available during regular business hours to help Subscriber resolve administrative issues. MegaPath will proactively monitor Subscriber's Managed Site-to-Site VPN Service 24x7x365. If MegaPath detects an outage, it will proactively alert the Subscriber and begin trouble shooting the issue. MegaPath will also provide Tier 2 support to Subscriber for its Managed Site-to-Site service, with the Subscriber providing Tier 1 support to its End-Users. Subscriber must contact MegaPath to open all Trouble Tickets on behalf of its End-Users. To resolve certain issues, MegaPath Support personnel may need assistance from the End-User on-site to perform simple tasks such as, but not limited to, rebooting the CPE or checking for physical connectivity.

1. Activation and Installation

If Subscriber requires (or requests) a Professional Installation at its End-User's sites, MegaPath will accommodate this request based on a standard Professional Installation charge per site set forth in Fee Schedule. A Professional Installation includes on-site installation of the appropriate CPE, configuration of the IPsec VPN tunnel (if applicable), and confirmation of connectivity from the site to the Subscriber's VPN. Any wiring or additional services required at that site are not included in this Professional Installation fee, and will be charged for separately at the rates set forth in the Fee Schedule.

Standard CPE installation includes pre-configuration of the MegaPath provided CPE, configuration of the IPsec VPN tunnel (if applicable), and telephone support by the MegaPath NOC (if necessary) for self-installation of the CPE by the Subscriber or End-User site contact. If the Subscriber has purchased any additional services from MegaPath (e.g., Managed Firewall, IDS, Anti-virus), the MegaPath NOC will confirm that these services are operational via telephone-based support and/or with the assistance on a Professional Installation technician.

Subscriber or its End-User must provide the MegaPath Professional Installation technician and/or the Provider Installation technician with all reasonable access and assistance during the install process. If delays occur because Subscriber-provided access circuits are not active or Subscriber has not provided MegaPath with the complete and correct information to implement the VPN Service, MegaPath will start billing Subscriber for the broadband access of all MegaPath-provided circuits as soon as such circuits are accepted and the VPN CPE is delivered to the site, even if the VPN Service installation cannot be completed.

E. Managed Site-to-Site VPN Services Fees and Terms

1. Monthly Recurring Charges

Managed Site-to-Site VPN Services are billed incremental to broadband access circuits. Subscriber will be billed and agrees to pay for each MegaPath-provided broadband access circuit at the time of each circuit's acceptance as defined in the Broadband Service Exhibit to this Agreement. Subscriber will be billed and agrees to pay for Managed Site-to-Site VPN Service for the term specified in the Service Order, starting from the date of Service Acceptance, as defined below.

2. VPN CPE Purchase or Rental

Subscriber agrees to pay the purchase or rental price for CPE required for the Service, as specified in the Fee Schedule. All of the terms and conditions listed in the CPE Purchase or Rental section of the Broadband Access Service Exhibit apply.

3. Optional Managed CPE Plus

MegaPath offers a Same Day Break/Fix service called Managed CPE Plus to ensure business continuity for its Subscribers. This service is only available on certain makes/models of CPE, as specified in the Fee Schedule, that are purchased from MegaPath for use with one of MegaPath's Broadband or VPN services, as specified in the applicable Service Order. MegaPath will charge the monthly fee associated with each CPE listed as shown in the Fee Schedule or on the Subscriber's Service order.

This service includes:

- 1) Free shipping of replacement CPE
 - MegaPath will not charge Subscriber for shipping to replace Subscriber CPE that it determines is non-operational.
- 2) 4 Hour or 8 Hour (24x7x365) On Site CPE Repair/Replacement

Fee Schedule and Services Exhibit

If MegaPath determines that an outage has been caused by non-operational CPE, MegaPath will dispatch a technician to the appropriate Subscriber site to repair or replace the non-operational CPE. Faulty CPE is determined using troubleshooting standards set by MegaPath's Network Operations Center. Only CPE determined to be faulty by MegaPath's Network Operations Center is available for replacement/repair. The MegaPath contracted technician will test the repaired or replacement CPE to ensure proper functionality of the Subscriber's MegaPath-provided network connectivity and VPN services. Upon purchase of Managed Plus service, Subscriber can have a maximum of 25% of site-visits per annum. Subscribers that exceed the 25% allotment are responsible for billable Break/Fix dispatch fees as described in the Fee Schedule. MegaPath does not guarantee that every location can receive Managed CPE Plus Service. MegaPath will make reasonable efforts to dispatch a technician within 3 business days if a location is deemed out of area.

4. Optional Next Business Day Break/Fix Service (excluding CPE replacement)

MegaPath offers a Next Business Day (Mon – Fri; 8a-5p) Break/Fix Service to correct service impacting issues that cannot be resolved remotely. As part of this service, at Subscriber's request, MegaPath will dispatch a technician to the appropriate Subscriber site to troubleshoot connectivity, wiring, and equipment connections and/or to meet a provider on site for collaborative troubleshooting. The MegaPath contracted technician will work to ensure proper functionality of the Subscriber's MegaPath-provided network connectivity, VPN, and/or other services – essentially acting as the eyes and ears on site for MegaPath's Network Operations Center ("NOC") to assess and repair service-affecting issues. Next Business Day Break/Fix Service may be requested by opening a trouble ticket with MegaPath's NOC. In order to qualify for Next Business Day Break/Fix Service, a request for such service must be received by 11:00am CST. Each dispatch includes up to 2 hours of on site service for the base price listed in the Fee Schedule; additional overtime will be charged at the hourly rate listed in the Fee Schedule. MegaPath does not guarantee that every location can receive Next Business Day Break/Fix Service. MegaPath will make reasonable efforts to dispatch a technician within 3 business days if a location is deemed out of area.

5. Early Termination & Service Change Fees

If Subscriber cancels any Managed Site-to-Site VPN Service before the service is installed, Subscriber will be required to pay a Cancellation Fee as set forth in the Fee Schedule. Each Managed Site-to-Site VPN Service is subject to a Service Term as set forth in the Service Order (minimum of one year). This Service Term begins on the date of Service Acceptance, as defined below. If a Managed Site-to-Site VPN Service is disconnected or terminated prior to the end of its Service Term by MegaPath due to a breach of this Agreement, or by Subscriber for any reason other than breach of this Agreement, then Subscriber agrees to pay the Early Termination Fee as set forth in the Fee Schedule.

6. Professional Installation & Repair Services

The terms and conditions set forth in the Professional Installation and Repair Services Exhibit and applicable charges in the Fee Schedule shall apply to any such Services rendered in conjunction with the Managed Site-to-Site VPN Service.

7. Miscellaneous Charges

Other fees set forth in Fee Schedule shall apply if Subscriber requests additional Services or changes to the Managed Site-to-Site VPN Service, as described in Fee Schedule.

8. Missed Appointment Fees

If Subscriber or its End-User fails to be available for any appointment such that MegaPath's contracted technician does not have adequate access to the site to perform installation, maintenance or other reason for such appointment, then Subscriber agrees to pay the Missed Appointment fee as set forth in the Fee Schedule.

F. Managed Site-to-site VPN Service Delivery Conditions

1. Service Acceptance

Service Acceptance of the Managed Site-to-Site VPN Service occurs at the time of Circuit Acceptance, as defined in the Broadband Access Service Exhibit, unless Subscriber opens a trouble ticket at that time to inform MegaPath that the Service is not functioning properly. In this case, it occurs as soon as the service is functioning properly and the trouble ticket is closed.

2. Billable Repair Dispatch

Subscriber may report service problems resulting in a technician dispatch. If the problem was not one for which MegaPath is responsible, Subscriber will be charged for the cost of the visit as set forth in the "Fee Schedule".

G. Dial Backup Service

1. Description of Services

MegaPath's Dial Backup Service ("DBU") allows End-Users to access their VPN and the Internet even if their primary access circuit is down. For networks with critical uptime requirements, MegaPath offers DBU to make VPN and Internet access available through an alternative analog connection in case of service interruptions on the End-User's primary broadband circuit. DBU provides backup for primary circuits through automatic "fail over" to an analog dial-up connection through a Dial Backup Service Device ("DBU Device") with local numbers. DBU is not available for sites that do not have local access numbers, meaning toll-free numbers are not available for DBU. DBU requires deployment of MegaPath provided access and configured CPE with either internal dial modems or external modems. DBU is not available with customer provided access. SUBSCRIBER UNDERSTANDS THAT MEGAPATH CANNOT GUARANTEE THAT INTERNET ACCESS WILL BE AVAILABLE EVEN WITH DBU, AND THAT MEGAPATH DOES NOT ASSUME ANY LIABILITY IN EXCESS OF THE MONTHLY FEES PAID FOR DBU IF ACCESS IS UNAVAILABLE.

DBU includes (1) technical consultation with Subscriber; (2) configuration and setup of DBU for each End-User circuit; (3) dial access for DBU; (4) monitoring of the circuits; and (5) on-going proactive support for the circuits.

Fail over to the backup analog line is transparent to the End-User and no manual intervention is required. If the broadband router detects that its broadband link has been lost for a pre-configured amount of time, it automatically initiates the Dial Backup fail over procedure. The DBU Device connected to the broadband router is activated and dials a local telephone number from MegaPath's pool of dial access points nationwide. When the broadband link has been re-established, the active link returns to the primary broadband circuit and the Dial Backup session is automatically terminated. While the primary link is down, and the DBU is activated, the DBU may periodically, at regular pre-defined intervals, disconnect the DBU and check the status of the primary broadband connections. The End-User will be down during this short interval while the DBU disconnects and reconnects, if the primary line is still down. The analog DBU link will not be as fast as the broadband link, but will provide access during the service interruption.

Fee Schedule and Services Exhibit

The original IP address of the broadband access line is not transferred over to the analog line when DBU is initiated. The End-User is assigned a dynamic IP address, which is not reserved for the End-User and can change. Since a new IP address is now assigned to the End-User, the End-User may lose some routing functionality when DBU is initiated. Any Local Area Network (LAN) devices that are assigned a publicly routable static IP address will not function as the static IP address of the Wide Area Network (WAN) has been changed.

DBU is only available as an optional value-added service with MegaPath-provided Managed Site-to-Site VPN Service. End-Users cannot use the dialup account for any purpose other than DBU. If it is determined that Dial Failover Service Accounts are being used for purposes other than providing access during times of outages, MegaPath reserves the right to terminate the service without notice.

2. Activation and Installation

DBU requires on-site Professional Installation. End-User personnel will need to be at the End-User premises to facilitate the professional installation technician. A Professional Install includes on-site installation of the DBU Device, configuration of DBU, and confirmation of DBU functionality. Any wiring or additional services required at that site are not included in this Professional Install fee, and will be charged separately. Once the MegaPath technician determines that End-User traffic can automatically fail over from the primary broadband line to the backup analog line when the primary broadband line loses connectivity, DBU will be considered installed. Subscriber shall pay the Setup Fee and Professional Installation fees as shown in the Fee Schedule.

3. Subscriber Responsibilities

Subscriber is responsible for providing, at Subscriber's expense, a dedicated telephone line that will be used exclusively for DBU and will be connected to the DBU Device. The dedicated telephone line must always be connected to the DBU device. Using the DBU telephone line for anything other than DBU VOIDS THE SLA and may result in additional charges to restore services. Subscriber is responsible for any and all charges, including, but not limited to, monthly, usage, installation, local and long distance charges, on the designated telephone line, and for ensuring that the line is functional. Subscriber should not utilize metered local calling plans for DBU, as usage charges will likely outweigh the benefits of such plans. DBU will not work if the designated telephone line is not available to make the analog connection.

For the DBU to function properly, MegaPath needs to be able to ping each End-User site to monitor each circuit. If Subscriber blocks ICMP protocol traffic, or otherwise prevents ping availability testing for a circuit or site, MegaPath will not be liable for providing DBU to that circuit. For MegaPath to troubleshoot problems with DBU for a circuit, MegaPath will need Telnet or SSH, ESP (Protocol 50), AH (Protocol 51), and ISAKMP (UDP 500) protocols to be available for that circuit or site; if Subscriber does not make these protocols available MegaPath will not be liable for troubleshooting DBU for that circuit.

DBU always requires that Subscriber purchase and install for each primary circuit a DBU-capable CPE Device provided and configured by MegaPath. MegaPath provides the required DBU Device along with any cables necessary to make the DBU service work. DBU CPE Devices available are listed in Fee Schedule with pricing information.

4. Service Fees and Terms

The Monthly Recurring Charge ("MRC") shown in Fee Schedule under "Dial Backup Service Monthly Recurring Charge" applies to each End-User location where DBU is installed for Subscriber. Each location is subject to a minimum Service Term set forth in Fee Schedule starting from the date that DBU is first installed.

Fee Schedule and Services Exhibit

Subscriber will need to purchase a DBU Device from MegaPath for each End-User location for DBU to function. The purchase price of all available DBU Devices is set forth in Fee Schedule. Specifications for each DBU Device are subject to change without notice. DBU Devices purchased from MegaPath include a warranty, which is the lesser of (i) one-year or (ii) the manufacturer's warranty against defects in parts or workmanship.

Subscriber may cancel DBU for a location without penalty for a period of three (3) business days after placing an order. If Subscriber cancels any DBU thereafter, but before the service is installed, Subscriber will be required to pay a Cancellation Fee as set forth in the Fee Schedule.

DBU is subject to a minimum Service Term set forth in Fee Schedule for each installation. This Service Term begins on the date of DBU activation. If DBU is disconnected or terminated prior to the end of the initial Service Term, by MegaPath due to a breach of this Agreement, or by Subscriber or End-User for any reason, then Subscriber hereby agrees to pay the Early Termination Fee set forth in Fee Schedule.

If End-User fails to be available for any appointment such that MegaPath's contracted technician does not have adequate access to the site to perform installation, maintenance or other reason for such appointment, then Subscriber agrees to pay the Missed Appointment fee set forth in Fee Schedule.

Other fees set forth in Fee Schedule shall apply if End-User or Subscriber requests additional services or changes to DBU, as described in Fee Schedule.

H. Wireless Broadband Failover

MegaPath provides Wireless Broadband Access via a variety of technologies including 1xRTT, CDMA and EVDO. MegaPath provides and configures Customer Premises Equipment to enable Wireless Broadband to be utilized during instances of primary access failure.

Wireless Broadband Failover Service is an On Demand fully-automated service, meaning Subscriber traffic only traverses wireless connection when the backup connection is required. MegaPath actively monitors Wireless Broadband connection to ensure connectivity is available as needed.

MegaPath offers unlimited and Pooled Wireless Broadband Failover. Unlimited Wireless Broadband Failover is provided at a flat monthly fee without any usage caps or excess usage fees.

Pooled Wireless Broadband Failover utilizes a metered Wireless Access product that includes a set amount of monthly usage per individual account. Pooled Wireless Broadband Failover is only available to sites that are managed by MegaPath. Customer-provided VPNs are not eligible for Pooled Wireless Backup due to the volume of traffic that can be generated by misconfigured VPN devices and/or availability of customer IPSec aggregation devices. MegaPath provides Subscribers the ability to pool usage across all locations, with overage charges only being applied when the aggregate usage of all Subscriber locations exceeds the aggregate bandwidth included in the metered plan for those locations. MegaPath will only bill Subscriber if the aggregate usage of all Subscriber sites exceed the number of sites times the usage allotment per site. For Example a Subscriber with a 10MB plan that has 100 sites: $100 \text{ Sites} \times 10\text{MB} = 1000\text{MB}$ pooled usage. In this example, usage would only be billed once the sum of Subscriber's usage exceeds 1000MB. Excess usage is billed on a per MB basis. Usage fees are non-discountable and non-negotiable with Subscriber bearing sole responsibility for all usage fees.

I. Corporate Access SSL – Network-based (Only Available with MPLS VPN Service):

1. Description of Services

This Services Description and its Exhibits describe the features that are included with, and the terms and conditions applicable to the MegaPath Managed Services solution.

Summary of Features

Subscriber has elected the **Corporate Access SSL – Network-based**

MegaPath Managed SSL VPN Solutions	Corporate Access SSL – Network based
Features	
SSL VPN Appliance(s)	1
Web Connect (Web Proxy Server)	Y
SSL VPN Management Services	
SSL System Administration and Technical Support Training Material	1
Optional Services	
Desktop Connect	Y
Digital Certificates	Y

2. MegaPath’s Obligations

Deliverables. Following completion of the Corporate Access SSL – Network Based System implementation, MegaPath will provide the following to Subscriber: (i) use of the SSL Secure Access Equipment (“SSAE”) specified in the applicable Service Order Form, (ii) access to and use of the MegaPath software modules specified in the applicable Service Order Form (the “Software”), (iii) management, support and monitoring of Subscriber’s SSAFE from MegaPath’s Network Operations Center, (iv) access to the Service and User Management Console and if Managed Digital Certificates service is purchased, then (v) access to the User Self-Enrollment Management Consoles, and (vi) access to the Digital Certificate management Console. Subscriber acknowledges that MegaPath’s ability to perform and deliver the Services consistent with its obligations under this Services Description depends upon Subscriber’s disclosure of its network infrastructure and its technical and business requirements in accordance with this Services Description. In the event of any conflict between the provisions of this Services Description or its exhibits and any other descriptions of the Services (e.g., in MegaPath’s marketing collateral), the provisions of this Services Description and its exhibits shall prevail.

Security; Service Levels; and Maintenance. **MegaPath makes no warranties regarding the Corporate Access SSL – Network-based Service and there is no Service Level Agreement available for this service.**

Back Up.

Data. MegaPath will, remotely from the Network Operations Center, (i) back up on a daily basis all information required to restore operation of the SSAFE for the performance of the Services to removable media at the Network Operations Center, and (ii) remove the media and store it securely.

Equipment. In the event of catastrophic loss or damage to the SSAFE, MegaPath will use all commercially reasonable efforts to replace faulty equipment as soon as practicable in all the circumstances.

Technical Support. MegaPath will provide technical support to (i) Subscriber’s designated network administrators and security administrators, and; (ii) if Subscriber is entitled to receive the

Fee Schedule and Services Exhibit

MegaPath Tier 2 Helpdesk Service under the applicable Service Order Form, Subscriber's designated help desk representatives, all as more particularly described in the remainder of this Section.

CSA Support. MegaPath will provide telephone and e-mail support from its Network Operations Center regarding use of the Services and resolution of Errors relating to the Services on a 7 x 24 x 365 basis. MegaPath shall provide such support to two (2) Customer Security Administrators ("**CSA**"). MegaPath shall assign all Subscriber requests for technical support one of three response priorities. The priorities will dictate the timing and nature of the response. The response priorities, applicable response times and escalation procedures for MegaPath's technical support regarding use of the Services and resolution of Errors relating to the Services are set forth in the Managed SSL VPN Service Level Objectives.

Tier 2 Help Desk Support Service. MegaPath shall provide Tier 2 Help Desk Support for up to (5) five Subscriber Help Desk agents or additional blocks of (5) Subscriber Help Desk agents as identified on the Service Order Form. Subscriber shall be responsible for providing help desk support to Subscribers for Tier 1 issues (defined below) (as Subscriber does without the Tier 2 Help Desk Support Service), and MegaPath shall provide Subscriber's designated representatives with help desk support for Tier 2 and Tier 3 issues, on the following basis:

Subscriber's Responsibilities. Subscriber or its agents shall be solely responsible for Tier 1 Support. Subscriber's Tier 1 Support obligations include all contact with for the purpose of providing Corporate Access SSL System related help desk support, together with resolution of at least the following issues: password change or reset; Software client download, installation, and launch; authentication provisioning and troubleshooting; browser questions and answers; common extranet questions; and errors and error messages (collectively, "**Tier 1 Issues**"). Subscriber will ensure that all of its help desk staff who is authorized to contact MegaPath regarding support issues have attended and are current with MegaPath help desk service training.

MegaPath's Responsibilities. MegaPath will provide Tier 2 and 3 Support for Subscriber designated help desk representatives on a 7 x 24 x 365 basis. MegaPath will provide Tier 1 Support training to Subscriber's help desk representatives, at a mutually agreeable time and location. If Subscriber requires, MegaPath shall provide Subscriber's help desk staff with access to a MegaPath branded help desk knowledgebase to assist in responding to Subscriber questions. MegaPath will respond to requests for Tier 2 and 3 Support on a timely basis, and will use its commercially reasonable efforts to resolve Errors and otherwise assist Subscriber's designated MegaPath subject matter experts with queries related to use of the Corporate Access SSL System as soon as reasonably practicable in all circumstances.

Scope. With respect to all and any support services provided by MegaPath under this Services Description, MegaPath shall have no obligation to correct Errors or support queries to the extent they arise out of any person other than MegaPath or MegaPath's authorized representatives maintaining, modifying, configuring, misusing, damaging or abusing all or any portion of the MegaPath System, or combining all or any portion of the MegaPath System with any software or equipment that MegaPath has not been identified as compatible with such System, failure or fluctuation of electrical power, or that are not directly related to the MegaPath System, except to the extent that any such maintenance, modification, configuration, misuse, damage, abuse or combination results from MegaPath's failure to comply with its obligations under the Agreement (e.g., because of an unauthorized hack of the Corporate Access SSL System) (such Errors or queries, "**Unsupported Errors**"). Once MegaPath has notified Subscriber that a support request relates to an Unsupported Error, then, if Subscriber requests MegaPath to assist in diagnosing or resolving the Unsupported Error, and MegaPath agrees to do so, MegaPath may charge Subscriber on a time and materials basis at mutually agreeable

Fee Schedule and Services Exhibit

rates for all services provided by MegaPath in diagnosing and resolving such Unsupported Error.

Collaborative Work Teams. MegaPath will cooperate with Subscriber and Subscriber's other vendors as reasonably necessary to resolve undiagnosed errors that may have been caused by the MegaPath System; *provided always*, however, that MegaPath shall be under no obligation to cooperate to the extent that doing so would prejudice its Confidential Information or other proprietary information (e.g., if a Subscriber vendor refuses to sign an appropriate confidentiality agreement with MegaPath), or to commit any resources if the error is not caused by the MegaPath System.

3. Subscriber Responsibilities

Customer Security Administrator. Subscriber will designate primary and back up CSAs to receive notifications from MegaPath.

CSA Changes. Subscriber shall notify MegaPath prior to, or immediately upon the effectiveness of any changes in the identity of any of its CSAs. MegaPath shall have no liability under the Agreement for any action taken or omitted to be taken on the instructions of any such person that were provided prior to receipt of such notification by the NOC.

Network Service. Subscriber will provide Internet access with adequate bandwidth to support the data rate requirements established under the Implementation Guide and ensure the Internet access is secured by a properly configured router and firewall.

Notification - Network Service Services Description. Subscriber will inform MegaPath as soon as reasonably practicable in advance of any scheduled service interruption of: Internet service, Subscriber network service, or data center or server room infrastructure (e.g., power or climate control) (collectively, "**Network Services**").

Notification - Capacity Changes and Interoperability. Subscriber will inform MegaPath as soon as is reasonably practicable in the circumstances in advance of (a) any event that is likely to cause any material increase in capacity requirements or interoperability with the MegaPath System, and (b) any required client configuration changes, including those caused by additional application availability (collectively, "**Capacity/Interoperability Changes**").

Notification - Network Configuration or Usage Changes. Subscriber will inform MegaPath as soon as is reasonably practicable in the circumstances of any changes to firewall or router configurations, addressing, or other aspects of its network operations that might adversely affect the Services (collectively, "**Network Changes**").

Obligations During Notification Periods. MegaPath shall have no liability to Subscriber for any non-compliance with its obligations, warranties or Service Levels to the extent the non-compliance arises out of MegaPath's having received less than that number of days notice specified in the table below with respect to the events identified in such table; *provided*, however, but without prejudice to the foregoing, that MegaPath will use its commercially reasonable efforts to comply with its obligations and warranties during such notice periods.

Events Requiring Notification	Minimum Notification Period
Network Services	3 business days
Capacity/Interoperability Changes	30 days
Network Changes	15 days

Support Staff Access. To the extent reasonably necessary for MegaPath to provide the Services, Subscriber will provide MegaPath staff and certified representatives with access to

Fee Schedule and Services Exhibit

Subscriber security administration, network administration and data center staff for scheduled maintenance and Services support problem response.

SSAE Configuration. Only MegaPath may access and configure the SSAE, and the configuration shall be for inbound access to Subscriber's network only.

Client Maintenance: To the extent reasonably necessary for MegaPath to provide and maintain the Services, Subscriber will upgrade their clients as required.

4. Service Fees and Terms

Implementation Fees & Expenses. Subscriber shall pay MegaPath any implementation or activation fees and any flat-fee expense amounts applicable to the implementation of the Services that are specified in the applicable Service Order Form. Such non-recurring fees will become due upon the Effective Date of the Order.

Monthly Recurring Charges. With effect from the Production Date applicable to a Service Order Form, Subscriber shall pay to MegaPath the monthly subscription fees for those aspects of the Services to which monthly subscription fees apply, based upon the number of Corporate Access SSL – Network-based Subscribers for each month of the Service term at the rates stated in the Fee Schedule or the Service Order Form. Following the initial Service Order Form, the Production Date shall be deemed the date of the customer's signature on subsequent Service Order Forms.

Base Monthly Fee. Subscriber shall pay MegaPath a base monthly subscription fee ("**Base Fee**"), based on the minimum number of Subscribers (for core and optional service features) for which Subscriber has subscribed, as specified in the applicable Service Order Form ("**Base Rate Users**").

Additional User Fee. To the extent that the number of Subscribers in each month of a Service Order Form term exceeds the then current number of Base Rate Users specified in the Service Order Form, Subscriber shall pay MegaPath additional monthly subscription fees ("**Additional User Fees**") on a per Subscriber basis (for core and optional service features) for the excess number of Subscribers ("**Additional Users**"), at the rates specified in the Service Order Form.

Determination of Number of Subscribers. For purposes of calculating monthly subscription fees, the number of Subscribers during each month of the Service Order Form term shall be determined by reference to the number Unique Authentications occurring during such month. "**Unique Authentication**" means the first instance in which an Subscriber accesses Subscriber's SSAE during a month, as reflected in the authentication logs applicable to such SSAE. Subscriber shall ensure that every Subscriber uses a unique identification credential when accessing the SSAE, that only one Subscriber uses each user identification credential, and that no Subscriber uses or accesses the SSAE without authenticating with their unique identification credential.

Invoicing. The monthly subscription fees are usage based and shall be billed monthly in arrears.

Volume Tier Increases. During the Service Term, Subscriber may increase its Volume Tier by submitting a request in writing and the Base Fee and Additional User Fee shall also change accordingly. However, the Volume Tier and associated Base Fee billed to Subscriber shall not decrease at any time.

Fee Schedule and Services Exhibit

With any increase in Volume Tier, Subscriber must also select an Extended Term for all Managed SSL VPN services equal to at least the time remaining under the Service Term then in place, rounded up by full year increments. The Extended Term and new pricing shall take effect on the first day of the next calendar month after MegaPath's receipt of notice of the selection or increase. MegaPath may change the Fee Schedule upon thirty (30) days notice to Subscriber; such changes will be effective for all new orders or increases, and for existing orders after expiration of the Service Term or Extended Term then in effect for such orders.

Term and Termination. The Service Term for each Subscriber shall be set forth in the applicable Order and will be governed by the Terms and Conditions of Service. If Managed Corporate Access SSL service is disconnected or terminated prior to the end of a Service Term, by MegaPath due to a breach of the Agreement, or by Subscriber for any reason, then Subscriber hereby agrees to pay an Early Termination Fee equal to the Base Monthly Fee then in effect times the number of months remaining in the Service Term. **Termination of the MPLS VPN Service will automatically terminate the SSL VPN Service. If such a termination occurs prior to the end of the SSL Service Term, Subscriber shall be liable for the Early Termination Fee described above.**

SSAE Installations. Subscriber acknowledges that, because MegaPath obtains and provides servers and other equipment for each SSAE installation, MegaPath will incur additional costs if the number of SSAE installations increases from the initial number specified above. If Subscriber wants to increase the number of SSAE installations or servers, for example to provide for additional authentication methods, hot back-up, or to service multiple geographic locations, then Subscriber shall pay MegaPath additional fees for such additional installations or servers at the lower of MegaPath's then current list rates, or such other rates as to which MegaPath and Subscriber shall mutually agree. MegaPath will not charge Subscriber fees for additional SSAE installation or servers if MegaPath provides such installations or servers because MegaPath deems it necessary to meet additional capacity requirements caused by increases in the Base Fee commitment under a Service Order Form.

SSL Secure Access Equipment. MegaPath will provide Subscriber with use of certain SSL Secure Access Equipment as part of the Services. Subscriber acknowledges and agrees that MegaPath remains the owner of all SSL Secure Access Equipment, and that Subscriber has no legal, equitable or other interest in the SSL Secure Access Equipment. Upon any termination of the Services to be delivered under the applicable Services Description, and upon any termination of this Agreement, Subscriber agrees that the SSL Secure Access Equipment shall not constitute property of Subscriber's bankruptcy estate in the event Subscriber is in bankruptcy. Nevertheless, in consideration for the provision of use of the SSL Secure Access Equipment by MegaPath, Subscriber hereby represents and covenants to MegaPath that, in the event of (i) the filing of any voluntary or involuntary petition in bankruptcy by or against Subscriber, and (ii) either (a) a material breach by Subscriber of its obligations under the Agreement, or (b) any representation by Subscriber to MegaPath that Subscriber is unable to pay its fees for the Service as they fall due, that Subscriber will not oppose or object to any motion by MegaPath for relief from, and will irrevocably consent to an order granting relief from, any and all stays, including the automatic stay imposed by Section 362 of the Bankruptcy Code, equitable relief under Section 105 of the Bankruptcy Code, and other applicable law, so as to permit MegaPath to collect the SSL Secure Access Equipment immediately and exercise any and all other rights and remedies of MegaPath with respect to such SSL Secure Access Equipment, at law or in equity. If SSL Secure Access Equipment is returned to MegaPath due to expiration of the Agreement or termination of the Service for breach, return shipping costs will be at no charge to the Subscriber. If SSL Secure Access Equipment is returned to MegaPath due to termination of the Agreement or the Service for convenience, return shipping costs will be incurred by the Subscriber.

Fee Schedule and Services Exhibit

Applications Available Over Corporate Access SSL System. Subscriber acknowledges that MegaPath may be required to expend significant resources in making some Subscriber applications available over Subscriber's Corporate Access SSL System. If Subscriber wants MegaPath to make certain applications accessible over a Subscriber's Corporate Access SSL System, in addition to those specified in the table below or in the applicable Service Order Form, and if the aggregate labor involved in making such applications accessible over the Corporate Access SSL System exceeds four (4) hours, then MegaPath shall so notify Subscriber. If Subscriber decides to proceed following such notification, then MegaPath may charge Subscriber, and Subscriber shall pay MegaPath additional fees for MegaPath's services in making the applications accessible, at the lower of MegaPath's then current list rates, or such other rates as to which MegaPath and Subscriber shall mutually agree.

Applications Used With the Corporate Access SSL System. The parties intend that any application to be accessed via the Corporate Access SSL system deployed by MegaPath shall be generally commercially available, supported by its manufacturer and utilize TCP/IP or UDP/IP as its network transport protocol. A specific list of such applications shall be identified and mutually agreed upon by MegaPath and Subscriber. Notwithstanding the foregoing, the following applications shall be made available for Subscribers to access via the SSAE on or before the Production Date:

Applications to Be Accessed Via Subscriber's Corporate Access SSL System	Web or Client / Server Access Methods

Non-production use of all such applications via the Corporate Access SSL System shall be limited to the test periods and user numbers identified for testing. Subscriber may not use any such applications in production via the Corporate Access SSL System unless Subscriber has first irrevocably confirmed that the Production Date has occurred. Any use of any such applications other than Test Use shall be deemed production use, and the first occasion of such use shall be deemed to be the Production Date. Subscriber and MegaPath may revise this section from time to time and at any time to provide for additional applications as mutually agreed in writing between them.

5. Change Orders

Change Order Requirement. All changes, modifications, and additions to the obligations of either party under this Services Description require a written change order (a "**Change Order**") or other formal written contractual amendment. Either party may initiate a Change Order by submitting a written request for a Change Order to the other party along with an explanation of reasons as to why the requested modification is desirable or necessary.

Change Order Contents. All Change Orders must contain: (1) A description of any additional work to be performed and/or changes to the performance required of either party; (2) A statement of the impact of the work or changes on the deliverables, schedule, resource allocation and availability, costs, expenses or other requirements of this Services Description; (3) A description of any consequent changes to this Services Description; and (4) Signatures of duly authorized individuals of each party.

Acceptance of Change Order. Within five (5) days of the submission of a Change Order request from one party to the other, the receiving party shall notify the other party of its acceptance or rejection, and if a rejection the party's basis for such rejection.

6. Optional Services

All optional services, except the Digital Certificate Service, are co-terminus to the core Corporate Access SSL service. The Digital Certificate Service have a separate term, which is set forth in the Digital Certificate Section of this Exhibit.

7. Desktop Connect

The core Corporate Access SSL service provides access to Web-based applications. Using a standard browser, users may access Web-based (HTTP) applications, including Microsoft Outlook Web Access (OWA) and Lotus iNotes. In addition, the user can securely access internal Windows file servers.

Secure Application Manager (SAM) - For more complex access needs than standard Web applications, SAM provides secure access to traditional client/server applications. SAM is a secure, small web agent that provides access to TCP/IP resources.

Network Connect —This Web-delivered Windows client may be used for complete network access. Network Connect provides full network and application access to TCP/IP resources on the entire corporate LAN-including all UDP, TCP, IP protocols, and back-connect applications. Network Connect provides a complete “in-office” experience with an even higher level of transparency and simplicity for the user, including Windows NT domain logon integration.

8. Digital Certificates

Refer to Digital Certificates section of this document for detail. Subscriber shall be billed for one certificate per Subscriber whether or not each certificate is used.

MegaPath will provision the number of Digital Certificate up to and equal to the number of SSL enabled Subscribers.

SOFTWARE LICENSE AGREEMENT

READ THIS SUBSCRIBER LICENSE AGREEMENT (“AGREEMENT”) BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU (AS SUBSCRIBER OR IF YOU ARE NOT THE SUBSCRIBER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE SUBSCRIBER) CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND (B) YOU MAY CONTACT MEGAPATH REGARDING LICENSE TERMS. The Software referenced herein is a product of and is provided by Juniper Networks, Inc. (“Supplier”).

1. **The Parties.** The parties to this Agreement are MegaPath Corporation (“MegaPath”), and the person or organization that originally purchased from MegaPath the applicable license(s) for use of the Software (“Subscriber”) (collectively, the “Parties”).
2. **The Software.** In this Agreement, “Software” means the program modules and features of the MegaPath or Supplier provided software, and updates and releases of such software, for which Subscriber has paid the applicable license or support fees to MegaPath. “Embedded Software” means Software which the Supplier has embedded in the equipment.
3. **License Grant.** Subject to payment of the applicable fees and the limitations and restrictions set forth herein, MegaPath grants to Subscriber a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, subject to the following use restrictions:

Fee Schedule and Services Exhibit

- a. Subscriber shall use the Embedded Software solely as embedded in, and for execution on, equipment originally purchased or rented by Subscriber from MegaPath.
- b. Subscriber shall use the Software on a single hardware chassis having a single processing unit, or as many chassis or processing units for which Subscriber has paid the applicable license fees; provided, however, with respect to the Steel-Belted Radius or Odyssey Access Client software only, Subscriber shall use such Software on a single computer containing a single physical random access memory space and containing any number of processors. Use of the Steel-Belted Radius software on multiple computers requires multiple licenses, regardless of whether such computers are physically contained on a single chassis.
- c. Product purchase documents, paper or electronic user documentation, and/or the particular licenses purchased by Subscriber may specify limits to Subscriber's use of the Software. Such limits may restrict use to a maximum number of seats, registered endpoints, concurrent users, sessions, calls, connections, subscribers, clusters, nodes, realms, devices, links, ports or transactions, or require the purchase of separate licenses to use particular features, functionalities, services, applications, operations, or capabilities, or provide throughput, performance, configuration, bandwidth, interface, processing, temporal, or geographical limits. In addition, such limits may restrict the use of the Software to managing certain kinds of networks or require the Software to be used only in conjunction with other specific Software. Subscriber's use of the Software shall be subject to all such limitations and purchase of all applicable licenses.
- d. For any trial copy of the Software, Subscriber's right to use the Software expires 30 days after download, installation or use of the Software. Subscriber may operate the Software after the 30-day trial period only if Subscriber pays for a license to do so. Subscriber may not extend or create an additional trial period by re-installing the Software after the 30-day trial period.
- e. The Global Enterprise Edition of the Steel-Belted Radius software may be used by Subscriber only to manage access to Subscriber's enterprise network. Specifically, service provider Subscribers are expressly prohibited from using the Global Enterprise Edition of the Steel-Belted Radius software to support any commercial network access services.

The foregoing license is not transferable or assignable by Subscriber. No license is granted herein to any user who did not originally purchase the applicable license(s) for the Software from MegaPath.

4. **Use Prohibitions.** Notwithstanding the foregoing, the license provided herein does not permit the Subscriber to, and Subscriber agrees not to and shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make unauthorized copies of the Software (except as necessary for backup purposes); (c) rent, sell, transfer, or grant any rights in and to any copy of the Software, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) distribute any copy of the Software to any third party, including as may be embedded in Supplier's equipment sold in the secondhand market; (f) use any 'locked' or key-restricted feature, function, service, application, operation, or capability without first purchasing the applicable license(s) and obtaining a valid key from MegaPath or Supplier, even if such feature, function, service, application, operation, or capability is enabled without a key; (g) distribute any key for the Software provided by MegaPath or Supplier to any third party; (h) use the Software in any manner that extends or is broader than the uses purchased by Subscriber from MegaPath; (i) use the Embedded Software on non-Supplier equipment; (j) use the Software (or make it available for use) on equipment that the Subscriber did not originally purchase or rent from MegaPath; (k) disclose

Fee Schedule and Services Exhibit

the results of testing or benchmarking of the Software to any third party without the prior written consent of MegaPath or its Supplier; or (l) use the Software in any manner other than as expressly provided herein.

5. **Audit.** Subscriber shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by MegaPath, Subscriber shall furnish such records and certify its compliance with this Agreement.
6. **Confidentiality.** The Parties agree that aspects of the Software and associated documentation are the confidential property of MegaPath or its Supplier. As such, Subscriber shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which at a minimum includes restricting access to the Software to Subscriber employees and contractors having a need to use the Software for Subscriber's internal business purposes.
7. **Ownership.** MegaPath or its Supplier and their licensors, respectively, retain ownership of all right, title, and interest (including copyright) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Agreement constitutes a transfer or conveyance of any right, title, or interest in the Software or associated documentation, or a sale of the Software, associated documentation, or copies of the Software.
8. **Warranty, Limitation of Liability, Disclaimer of Warranty.** The warranty applicable to the Software shall be as set forth in the warranty statement that accompanies the Software (the "Warranty Statement"). Nothing in this Agreement shall give rise to any obligation for the Supplier to support the Software. Support services may be purchased separately. Any such support shall be governed by a separate, written agreement. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MEGAPATH NOR ITS SUPPLIER SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, OR ANY MEGAPATH OR SUPPLIER PROVIDED SOFTWARE. IN NO EVENT SHALL MEGAPATH OR ITS SUPPLIER BE LIABLE FOR DAMAGES ARISING FROM UNAUTHORIZED OR IMPROPER USE OF ANY MEGAPATH OR SUPPLIER PROVIDED SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTY STATEMENT TO THE EXTENT PERMITTED BY LAW, MEGAPATH AND SUPPLIER DISCLAIM ANY AND ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT DOES MEGAPATH OR ITS SUPPLIER WARRANT THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. In no event shall MegaPath's or its suppliers' or licensors' liability to Subscriber, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Subscriber for the Software that gave rise to the claim, or if the Software is embedded in another MegaPath or Supplier product, the price paid by Subscriber for such other product. Subscriber acknowledges and agrees that MegaPath has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.
9. **Termination.** Any breach of this Agreement or failure by Subscriber to pay any applicable fees due shall result in automatic termination of the license granted herein. Upon such termination, Subscriber shall destroy or return to MegaPath all copies of the Software and related documentation in Subscriber's possession or control.

Fee Schedule and Services Exhibit

10. **Taxes.** All license fees for the Software are exclusive of taxes, withholdings, duties, or levies (collectively "Taxes"). Subscriber shall be responsible for paying Taxes arising from the purchase of the license, or importation or use of the Software.
11. **Export.** Subscriber agrees to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Subscriber shall be liable for any such violations. The version of the Software supplied to Subscriber may contain encryption or other capabilities restricting Subscriber's ability to export the Software without an export license.
12. **Commercial Computer Software.** The Software is "commercial computer software" and is provided with restricted rights. Use, duplication, or disclosure by the United States government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7201 through 227.7202-4, FAR 12.212, FAR 27.405(b)(2), FAR 52.227-19, or FAR 52.227-14(ALT III) as applicable.
13. **Interface Information.** To the extent required by applicable law, and at Subscriber's written request, MegaPath shall provide Subscriber with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of applicable fee, if any. Subscriber shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which MegaPath makes such information available.
14. **Third Party Software.** The Supplier and any licensor of MegaPath or its Supplier whose software is embedded in the Software and Supplier and any supplier of MegaPath or its Supplier whose products or technology are embedded in (or services are accessed by) the Software shall be a third party beneficiary with respect to this Agreement, and such licensor or vendor shall have the right to enforce this Agreement in its own name as if it were MegaPath. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating MegaPath or its Supplier to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LGPL")), MegaPath or its Supplier will make such source code portions (including modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. Such request can be made in writing to MegaPath Corporation, 555 Anton Blvd., Ste. 200, Costa Mesa, CA 92626, Attn: Counsel.
15. **Miscellaneous.** This Agreement shall be governed by the laws of the State of California without reference to its conflicts of laws principles. The provisions of the U.N. Convention for the International Sale of Goods shall not apply to this Agreement. For any disputes arising under this Agreement, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Orange County, California. This Agreement constitutes the entire and sole agreement between MegaPath or its Supplier and the Subscriber with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order), except that the terms of a separate written agreement executed by an authorized MegaPath representative and Subscriber shall govern to the extent such terms are inconsistent or conflict with terms contained herein. No modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation has been written in the English language, and the Parties agree that the English version will govern. (For Canada: Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

(Translation: The parties confirm that this Agreement and all related documentation is and will be in the English language).

J. Digital Certificates (Only Available with Corporate Access SSL – Network-based Service):

MegaPath's Digital Certificates Service provides Subscriber with a strong authentication solution to provide heightened security measures when a user attempts to access secure material. This service is sold as an optional service to either MegaPath's Managed SSL VPN. Digital Certificates protect corporate networks from key loggers, fake WiFi hotspots, and hackers by requiring more than just username and password credentials but also ensuring the device requesting the connection is certified. The digital certificate resides on a trusted PC and is checked before initiating a VPN connection to your network, providing confidence that the connection is being made from a trusted device.

1. Enrollment and Digital Certificate Delivery

MegaPath's Digital Certificate Service is provided on a per user basis. The Subscriber must enroll each user requiring the service by providing the following user information:

- First Name
- Last Name
- Email Address
- Passcode

MegaPath will take this information along with a MegaPath generated Group Name and create a customized digital certificate for each End-User. The End-User will receive an email instructing how to install the Digital Certificate on the trusted PC.

Each Digital Certificate has a fixed twelve (12) month activity period. MegaPath will notify End-User when the digital certificate's renewal is pending. Should a Digital Certificate not be re-issued prior to the end of the twelve (12) month activity period, the certificate will be revoked. Should Subscriber want a new certificate for the End-User after the certificate has been revoked, the Subscriber must order a new certificate. The new certificate will require a new activation fee.

2. Minimum Monthly Commitment

The Service Term for Digital Certificates begins upon completion of the Implementation Period. The Implementation Period begins on the Effective Date of the Order. The Order shows the different fees applicable to different Minimum Monthly Commitment levels and Package Types. Pricing is applied based on Subscriber's Volume Tier commitment. Subscriber agrees to the Minimum Monthly Commitment based on the Volume Tier agreed upon in the Service Order Form. Subscriber shall pay the Minimum Monthly Commitment as well as the applicable excess Usage Charges determined by the Package Type during the Service Term. For clarity sake, should a customer elect for the 50 – 99 Volume Tier, Subscriber is agreeing to a Minimum Monthly Commitment of fifty (50) Digital Certificate licenses at the price for that Volume Tier. During the Service Term, Subscriber may increase its Volume Tier by submitting a request in writing and the Minimum Monthly Commitment shall also increase accordingly. However, the Volume Tier and Minimum Monthly Commitment billed to Subscriber shall not decrease at any time.

With any increase in Volume Tier, Subscriber must also select an Extended Term for all Digital Certificate services equal to at least the time remaining under the Service Term then in place, rounded up by full year increments. Pricing for subsequent License purchases will be based on its total number of Licenses and Extended Term, as shown in the Order Form. The Extended Term and new pricing shall take effect on the first day of the next calendar month after MegaPath's receipt of notice of the selection or increase. MegaPath may change the pricing upon

Fee Schedule and Services Exhibit

thirty (30) days notice to Subscriber; such changes will be effective for all new purchases or increases, and for existing purchases after expiration of the Service Term or Extended Term then in effect for such Licenses.

Technical Support. Subscriber shall be responsible for providing End-Users with Tier 1 Technical Support. Tier 1 Technical Support personnel who have received training regarding Digital Certificates will be authorized to contact the applicable Tier 2 Technical Support centers at MegaPath to resolve any problems that cannot be resolved by Tier 1 Technical Support. Subscriber may change its authorized contacts for Tier 2 Technical Support at any time upon written notice to MegaPath so long as any new authorized contacts have completed the requisite training. MegaPath will provide Subscriber with Tier 2 Technical Support in accordance with MegaPath standard procedures. MegaPath will only be obligated to provide Tier 2 Technical Support for the Software if Subscriber has installed all Updates released by MegaPath that fix errors in the Software on all End-User PCs.

“**Tier 1 Technical Support**” means taking End-User calls, getting complete information from Users regarding problems experienced by such End-Users, testing the user name and password, eliminating common End-User errors, checking the network status page and escalating unresolved issues with written documentation detailing steps taken prior to escalation.

“**Tier 2 Technical Support**” means providing assistance to Subscriber’s Tier 1 Technical Support help desk for issues that cannot be resolved through Tier 1 Technical Support.

Term and Termination. The Service Term shall be co-terminus with the Network-based SSL Service Term unless Subscriber is under an Extended Term as a result of a Volume Tier increase. In addition, each Digital Certificate may have an active period that extends beyond the expiration of the Corporate SSL – Network-based Service. If the Digital Certificate service as a whole is disconnected or terminated prior to the end of the Service Term or Extended Term, by MegaPath due to a breach of the Agreement, or by Subscriber or End-User for any reason, then Subscriber hereby agrees to pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the Service Term or Extended Term plus the remaining active period for any active Digital Certificate upon completion of the term.

Supplier License Agreement In the event that the Subscriber has subscribed for the issuance and use of Digital Certificates provided by one of MegaPath’s Software suppliers (“the Supplier”), Subscriber agrees to enter into a Subscriber Agreement directly with the Supplier in such form as may be provided by the Supplier from time to time.

K. Global Remote Access Service (GRAS)

1. Description of Services

The Global Remote Access Service (“**GRAS**”) provides worldwide remote Internet access, enabling End-Users to connect to the Internet from anywhere GRAS is available. MegaPath supplies GRAS through its supplier, iPass, Inc., and its worldwide remote access network, which includes thousands of unique POPs in over 150 countries. This allows End-Users to connect to the Internet using analog dial-up POPs, and thousands of wired broadband and Wi-Fi public hotspots in hotels, airports and other business locations. In addition, GRAS allows for the integration of VPN, anti-virus, and personal firewall clients providing security options in connecting to centralized business resources via a secure tunnel.

GRAS includes, but is not limited to:

- Client level software that allows End-Users to connect to the Internet from a laptop / PC or a personal digital assistant (PDA);

Fee Schedule and Services Exhibit

- Internet access via dial-up, wired broadband, wireless (Wi-Fi) broadband, ISDN, and PHS from thousands of worldwide locations;
- Ability to connect to Mobile Data services as well as non-iPass wired and wireless networks using the same unified client application;
- On-line and downloadable usage reporting and billing information including monthly call Detail Records (CDR);
- 24 x 7 technical help desk support;
- Redundant access points in majority of cities to maximize successful first attempt connections;
- Automatic “phonebook” and client software updates;
- 24 x 7 authentication monitoring;
- Ability to integrate with VPN , anti-virus, and personal firewall clients for secure and tamper-proof connectivity; and
- Ongoing maintenance, configuration changes and upgrades for any required central site components.
- Two Roam Server installations for redundancy

GRAS uses the iPass remote access network as the underlying Internet Service provider for analog and ISDN dial-up access as well as for access from public hot spots using wireless and wired broadband services. End-Users connect to the Internet by placing dial-up calls or by making wired or wireless broadband connections from public hot spots such as those found in many hotels and airports. To the extent reasonably necessary for MegaPath to provide and maintain the services, Subscriber will need to upgrade their clients as required,

Once a connection is established, the End-User can browse the public Internet or can engage a VPN software client on the End-User’s PC (if available) to connect to Subscriber’s corporate network (VPN not included with GRAS). If an End-User establishes a VPN tunnel into Subscriber’s corporate network across the Internet, the End-User can also connect outbound to the Internet through Subscriber’s central corporate Internet connection.

The GRAS network is composed of dial-up, wired and wireless POPs operated by Internet Service Providers selected by iPass and implemented in iPass’ network. The “phonebook” software installed by the End-User lists the available dial-up and/or public wired and wireless access points throughout the world. Transparent to the End-User, the network records each End-User log-on attempt, passes log-on credentials to Subscriber’s corporate authentication server, logs the session statistics, and performs settlement between the various service providers involved.

User Login Example:

1. Mobile End-User selects a local dial POP (Remote ISP) in the client software and selects “Connect”.
2. The mobile End-User’s login credentials are encrypted and passed over the Internet to an iPass Transaction Center, which routes the encrypted request to the RoamServer software installed by Subscriber at the Subscriber’s corporate site for authentication.
3. The RoamServer software checks with Subscriber’s corporate authentication database to verify the End-User credentials.
4. The RoamServer software then sends an encrypted response back to the Transaction Center and the Remote ISP, who will grant or deny the End-User access to the Internet.
5. The Transaction Center logs the locations and amount of time End-Users are online to provide call detail records for each connection.

IV. Hosted Services

A. *Hosted Data Backup and Recovery Service*

1. Description of Services

MegaPath Data Backup and Recovery Service allows a Subscriber to back up or make copies of data online, which may allow the restoration of data after a Subscriber suffers a data loss event. The Data Backup and Recovery Service is provided by MozyPro and resold and supported by MegaPath as a value added service. The Subscriber will set their application policies for online backup and recovery. The solution then automatically encrypts the selected data and moves it over the internet to a centrally hosted site. The MegaPath Data Backup and Recovery Service is available for server backup for a monthly fee plus a charge per GB of data. There is no additional monthly fee for PC/laptop backup, but a charge per GB of data backed up from the PC/laptop would apply.

Restore Options

MegaPath offers the option to restore files via the web portal located at <https://megapath.mozypro.com> at no cost. MegaPath also offers to Subscriber a Media Restore option in which files are shipped on DVD or Hard Drive instead of downloaded. This restoration option requires a processing fee plus a charge per GB of data restored plus shipping.

Data Shuttle Service

MegaPath offers a Data Shuttle service for shipping the initial back up to the data center instead of transferring the data over the internet. This service is available for data sets in excess of 100 GB. The price for the Data Shuttle service shall be provided on an individual case or as-quoted basis.

2. Subscriber Responsibilities

Technical Environment and Service Activation. Subscriber agrees to provide a technical environment appropriate for the access to and use of the Service and Software. Subscriber is responsible for the selection, purchase, and configuration of Subscriber and user equipment, including computers, mobile devices, and other hardware, used to access the Services. Subscriber is responsible for maintaining the functionality of all equipment, including ensuring connectivity to the internet. Subscriber is responsible for distributing, installing and configuring the necessary software and licenses on Subscriber and user equipment as required to access the MegaPath Data Backup and Recovery Service. Subscriber is responsible for setting all application policies and configurations for online backup and recovery.

Technical Support and Selection of Subscriber Contact(s). Subscriber is responsible for all technical support not provided by MegaPath as described herein. Subscriber is responsible for communicating with Subscriber's users of the Service, including setting the application policies for online backup and recovery, providing notice of downtime and other outages, service upgrades, and technical support. Subscriber shall designate up to two (2) employees as "Subscriber Contacts," who shall be the sole persons authorized to communicate with MegaPath on behalf of Subscriber for issues or concerns related to this Service. Subscriber shall notify MegaPath of the Subscriber Contacts in writing. At least one of these Subscriber Contacts shall be designated the "Technical Contact," who shall be the sole person(s) authorized to communicate with MegaPath with respect to technical issues, including Service availability. Subscriber acknowledges that MegaPath is not obligated to communicate with any other Subscriber representatives other than the designated Subscriber Contacts.

Required Subscriber Actions. Subscriber is responsible for ensuring that it and its users use the Services appropriately and in compliance with all requirements of law, the MegaPath Acceptable

Fee Schedule and Services Exhibit

Use Policy and any software license agreements or other terms required by MozyPro, as the same may be modified from time to time. Subscriber will be required to accept the MozyPro User Agreement upon downloading or installing the Software. Please note that MozyPro may change the terms of such User Agreement by posting changes to the Mozy.com website. MozyPro may also suspend, discontinue or terminate the Services with or without notice to Subscriber and without liability. By using the Service you agree to be bound by these terms and the terms of such User Agreement. Subscriber shall use its best efforts to maintain a secure system, including the limited granting of administrator privileges, regular changing of user passwords, using passwords of at least eight characters long with mixed text, and using up-to-date local anti-virus software. Subscriber is solely responsible for any activity that occurs under its user names and accounts, including any sub-accounts. If Subscriber loses its account passwords or encryption keys, Subscriber may not be able to access backup data. MegaPath may suspend Subscriber's use of the Service if MegaPath reasonably believes that Subscriber's use violates this Agreement or any requirements of law, represents a threat to the MegaPath network functionality or integrity, would subject MegaPath to liability, or determines that a security breach has occurred or is likely to occur.

3. Service Terms

Fees. Subscriber shall pay to MegaPath the monthly fees set forth in the Service Order Form for as long as the Service is provided plus a charge per GB of data, unless such pricing is modified by MegaPath.

Early Termination Fees. All Data Backup and Recovery Service is sold subject to minimum Service Term. If Data Backup and Recovery Service is terminated prior to the end of the Service Term, Subscriber hereby agrees to pay the Early Termination Fees set forth in the Agreement or Standard Fee Schedule (as applicable).

Service Locations. MegaPath's Data Backup and Recovery Service is currently available to Subscribers within North America, Australia and Europe.

Maintenance. Updates may be available from time to time, which shall be made available to Subscriber. In addition, MegaPath or its supplier will make reasonable commercial efforts to correct any material and documented non-conformance of the Service with the specifications set forth in the documentation provided with the Service. Notwithstanding anything to the contrary within the Agreement, MegaPath will make reasonable efforts to notify Subscriber in advance of any release dates and availability of updates to the MegaPath Data Backup and Recovery Service.

Effect of Termination. Upon termination or expiration of Subscriber's Data Backup and Recovery Service, Subscriber shall no longer have the right to continue to use the Software and the Services, and will no longer be able to access and restore Subscriber backup data. Additionally, Subscriber specifically agrees that MegaPath has no obligation to provide Subscriber or anyone else with a copy of Subscriber's backup data and may automatically purge Subscriber's backup data.

Software Terms of Use. Subscriber shall be required to accept the MozyPro Software Terms of Use prior to installation and use of the necessary software to operate the MegaPath Data Backup and Recovery Service. The Software Terms of Use shall be provided to Subscriber and its users when the client license software is downloaded. Subscriber also acknowledges that certain third-party code may be provided with the software and that the license terms accompanying that code will govern its use. In the event, MegaPath or MozyPro determines that Subscriber or its users are in violation of the Software Terms of Use, or any other licensing terms, MegaPath or Mozypro may suspend or terminate Subscriber's Data Backup and Recovery Service without notice and

Fee Schedule and Services Exhibit

without liability to Subscriber. For definitional purposes, MegaPath shall be deemed a reseller in the Software Terms of Use.

Software Restrictions. In addition to all other restrictions set forth in the Agreement, Subscriber acknowledges that the software provided with the Data Backup and Recovery Service and the source code contain valuable proprietary information and trade secrets of MegaPath and its third-party licensors. Except as expressly permitted in this Agreement, Subscriber agrees that Subscriber shall not, and will not permit any third party, to (a) make, have made, copy, reproduce, modify, adapt, alter, translate, or create derivative works from the software or source code; (b) sublicense, distribute, sell, lease, rent, loan, or otherwise transfer the software or source code to any third party; (c) reverse engineer, decompile, disassemble, modify, or attempt to reconstruct, identify, or discover the software, source code, or any underlying ideas or techniques of the software or source code (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (d) remove, alter, cover or obfuscate any copyright notices, trademarks, or other proprietary rights notices included in the software; or (e) otherwise use the software, except as expressly permitted hereunder. The software and all worldwide intellectual property rights therein, are the exclusive property of MegaPath and its third-party licensors. All rights not expressly granted to Subscriber hereunder are hereby reserved by MegaPath.

Warranty Disclaimer. MegaPath shall use commercially reasonable efforts to maintain the availability and functionality of the MegaPath Data Backup and Recovery Service, however there is no SLA for this Service and MegaPath cannot and does not warrant that the Service shall be available. MegaPath will use commercially reasonable efforts to notify Subscriber of any significant outages.

B. Hosted Exchange and Hosted SharePoint Service

1. Description of Services

Hosted Exchange

Hosted Exchange is a messaging service that utilizes Microsoft Exchange to deliver corporate class email with shared calendaring, task and contact capabilities. The MegaPath Hosted Exchange offering includes anti-virus and anti-spam functions to assist in preventing email threats. Hosted Exchange services require passwords of at least eight characters long that must include a symbol character. Email attachments are limited to 50 Megabytes in size. The MegaPath Hosted Exchange offering includes unlimited resource mailboxes, public folders, and unlimited company disclaimers.

Hosted SharePoint

Hosted SharePoint is a service that utilizes Microsoft SharePoint to provide web-based collaboration and content management. The Hosted SharePoint service allows Subscriber to securely access and exchange information utilizing websites. The sites are customizable and allow controlled access for sharing and storage of data, video, audio, and documents.

OPTIONAL SERVICES

3rd Party Journaling

MegaPath 3rd Party Journaling is a service that routes inbound, outbound and intra-domain messages from the MegaPath Hosted Exchange service to the MegaPath Compliance Archive for storage and retrieval when using non-MegaPath supplied archiving.

Active Directory Synchronization

Active Directory Synchronization (AD Sync) is a software utility that performs a one-way synchronization from a Subscriber's Active Directory database to hosted Active Directory database providing Subscribers a single point to create, modify or delete Exchange, SharePoint and Office Communicator accounts. The Subscriber installs the utility on one server in each of their domains (or on every domain controller if the Subscriber chooses to synchronize passwords) which in turn communicates with MegaPath's hosted Active Directory.

ActiveSync

ActiveSync is a service that synchronizes select smart phones including the Apple iPhone and Droid with Hosted Exchange email, calendar, contacts, and task data. Subscribers utilizing this service are able to compose, send, receive and reply to emails, view and update calendars, contacts and tasks remotely.

BlackBerry

BlackBerry is a service that enables BlackBerry smart phones to synchronize with Hosted Exchange email, calendar, contacts and task data. Subscribers utilizing this service are able to compose, send, receive and reply to emails, view and update calendars, contacts and tasks remotely.

Email Compliance Archiving

Email Compliance Archiving is a service that captures and stores email communications for long term storage, regulatory compliance, legal hold, audits and discovery for multi-year periods. MegaPath Email Compliance Archiving allows Subscribers to establish and enforce corporate email policies and procedures.

Hosted Exchange Migration Service

Migration is a service for Subscribers moving off their existing email service onto the Hosted Exchange service to export their email data which MegaPath then imports into their Hosted Exchange service. The MegaPath Migration service moves Subscriber emails and folder hierarchy (except POP which is email only). The Migration service may include calendar, contacts, and tasks, depending on the existing environment and permissions granted by the Subscriber. The MegaPath Migration service is available for Subscribers with at least 100 users and up to 1,000 users.

Hosted SharePoint SSL Certificate

MegaPath Hosted SharePoint SSL (Secure Socket Layer) Certificate is a software file that, when installed, secures transactions between web servers and browsers using a protocol to identify one or both ends of the transaction.

Microsoft Outlook

Microsoft Outlook is a downloadable software used on a Microsoft Windows based personal computer to access email, calendar, contacts, and tasks from a MegaPath Hosted Exchange server(s). Microsoft Outlook software allows the Subscriber to compose, send, receive and reply to emails, view, create, delete and update calendars, contacts and tasks remotely. This software is required if the Subscriber does not have the required Microsoft Outlook client version to access the MegaPath Hosted Exchange service.

Secure Mail

MegaPath Secure Mail is a service that uses standards-based technologies including Public Key Infrastructure (PKI), S/MIME and X.509 certificates to encrypt and decrypt emails and attachments to provide assurances that communications are read by their intended recipients.

2. Definitions

As used in this Service Description only, the following terms shall have the following respective meanings:

1.1 “Source Code” shall mean any human readable version of Software that can be compiled into executable code.

1.2 “Third-Party Licensor” means a third-party provider of Software to MegaPath pursuant to a license agreement.

3. Subscriber Responsibilities

Service Activation, User Equipment and Domain Name. Subscriber is responsible for ordering and activating Service for each user. Subscriber is responsible for the selection, purchase, and configuration of Subscriber and user equipment, including computers, mobile devices, and other hardware, used to access the Services. Upon request, MegaPath will assist Subscriber by providing information as to equipment compatibility with the MegaPath network. Subscriber is responsible for maintaining the functionality of all equipment, including ensuring connectivity to the internet. Subscriber is responsible for installing and configuring software (including Subscriber’s internet firewall) on Subscriber and user equipment as required to access the Services. Subscriber is responsible for registering and maintaining its domain name, including the payment of all costs and fees associated thereto.

Technical Support and Selection of Subscriber Contact(s). Subscriber is responsible for all technical support not provided by MegaPath as described herein. Subscriber is responsible for communicating with users of the Services, including providing notice of downtime and other outages, service upgrades, and technical support. Subscriber shall designate up to two (2) employees as “Subscriber Contacts,” who shall be the sole persons authorized to communicate with MegaPath on behalf of Subscriber for issues or concerns related to this product. Subscriber shall notify MegaPath of the Subscriber Contacts in writing. At least one of these Contacts shall be designated the “Technical Contact,” who shall be the sole person(s) authorized to communicate with MegaPath with respect to technical issues, including Service availability. Subscriber acknowledges that MegaPath is not obligated to communicate with any other Subscriber representatives other than the designated Subscriber Contacts.

Required Subscriber Actions. Subscriber is responsible for ensuring that it and its users use the Services appropriately and in compliance with all requirements of law and the MegaPath Acceptable Use Policy, as the same may be modified from time to time. Subscriber shall use its best efforts to maintain a secure system, including the limited granting of administrator privileges, regular changing of user passwords, using passwords of at least eight characters long with mixed text, and using up-to-date local anti-virus software. MegaPath may suspend Subscriber’s use of the Services if MegaPath reasonably believes that Subscriber’s use of the Services violates this Agreement or any requirements of law, represents a threat to the MegaPath network functionality or integrity, or would subject MegaPath to liability. In addition, Subscriber acknowledges that in the event that viruses are detected in Subscriber’s local environment, being managed by MegaPath as part of this Service, MegaPath may be required to secure the systems by denying access to infected users, and MegaPath shall have no liability as a result of such actions.

4. Service Terms

Fees. Subscriber shall pay to MegaPath the monthly fees set forth in the Service Order Form for as long as the Service is provided unless such pricing is modified by MegaPath.

Fee Schedule and Services Exhibit

Early Termination Fees. All Hosted Exchange and Hosted SharePoint Services are sold subject to minimum Service Terms. If Hosted Exchange Service or Hosted SharePoint Service is terminated prior to the end of the Service Term, Subscriber hereby agrees to pay the Early Termination Fees set forth in the Agreement or Standard Fee Schedule (as applicable).

Back-up of Subscriber Data. Upon the request of Subscriber and for an additional fee, MegaPath, agrees to restore Subscriber data to Subscriber using MegaPath data back-ups. Subscriber acknowledges that MegaPath's data back-ups are limited and only cover a 30 Day period. MegaPath is not responsible for any Subscriber data loss resulting from the failure of MegaPath's back-up system, including data storage devices or back-up media. Restoration of Subscriber data shall be at Subscriber's sole cost and expense, unless the need for the restoration was due solely to a failure or error of MegaPath. Pricing shall be provided to Subscriber on an as-quoted basis.

Upon Termination. Upon termination of this Agreement, MegaPath shall delete your Subscriber data from its servers and data storage devices unless Subscriber notifies MegaPath in writing no later than (30) days after termination of this Agreement. Upon notification, MegaPath shall export and return any Subscriber data then in MegaPath's possession to Subscriber, at Subscriber's sole cost and expense. Subscriber agrees that except as provided in this Section has no obligation to continue to hold, export, or return its Subscriber data and no liability for the deletion of its Subscriber data pursuant to the foregoing terms.

Desktop Client. Subscriber acknowledges that any use of the Microsoft Outlook® desktop client is subject to Microsoft licensing requirements. If Subscriber secures the Outlook desktop client from MegaPath an additional use license fee may be required. If the Subscriber uses an Outlook desktop client secured through any other means MegaPath disclaims, and the Subscriber accepts, full responsibility for the proper licensing of said desktop client.

Third-Party Software Licenses. Subscriber acknowledges that all or a portion of the Software provided with this Service and the associated documentation have been, or may be, licensed from Third-Party Licensors to MegaPath. Subscriber's use of the Software and documentation is subject to the terms and conditions of any applicable end user license agreements of MegaPath and Third Party Licensors. MegaPath makes no representations or warranties regarding Software and documentation provided under the terms of any applicable end user license agreements with Third Party Licensors. If MegaPath reasonably believes that the use of any component of the Software would give rise to a colorable claim of infringement of the intellectual property rights of any third party, MegaPath may, at its sole discretion (i) procure the right to continuing using such component of the Software (ii) replace or modify it accordingly, or (iii) terminate the relevant Service(s) without penalty to Subscriber and refund Subscriber any prepaid fees.

Restrictions. In addition to the restrictions set forth in the Terms and Conditions of Service, Subscriber acknowledges that the Software provided with this Service and the Source Code contain valuable proprietary information and trade secrets of MegaPath and its Third-Party Licensors. Except as expressly permitted in this Agreement, Subscriber agrees that Subscriber shall not, and will not permit any third party, to (a) make, have made, copy, reproduce, modify, adapt, alter, translate, or create derivative works from the Software or Source Code; (b) sublicense, distribute, sell, lease, rent, loan, or otherwise transfer the Software or Source Code to any third party; (d) reverse engineer, decompile, disassemble, modify, or attempt to reconstruct, identify, or discover the Software, Source Code, or any underlying ideas or techniques of the Software or Source Code (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (e) remove, alter, cover or obfuscate any copyright notices, trademarks, or other proprietary rights notices included in the Software, any associated documentation, and/or the web access portal; or (f) otherwise use the Software or the associated documentation, except as expressly permitted hereunder.

Ownership & Retained Rights. The Software and the associated documentation, and all worldwide intellectual property rights therein, are the exclusive property of MegaPath and its Third-Party Licensors. All rights not expressly granted to Subscriber hereunder are hereby reserved by MegaPath.

Confidentiality. Customer acknowledges that all information provided by MegaPath for use with these Services, such as Software and the associated documentation is confidential in nature. Customer warrants that it will treat this information as confidential, provide such information only to authorized end users and inform them of the confidential nature of this information. Customer further acknowledges that failure to do so may result in Service suspension, cancellation, for which MegaPath shall not, under any circumstances, be liable.

SPECIAL THIRD PARTY LICENSE TERMS AND CONDITIONS

Additional Terms for RIM Services.

Your use of the Services which are made available to MegaPath by Research In Motion Limited (“RIM”) (“RIM Services”) are subject to the then current software license agreement for the applicable territory, located at http://www.blackberry.com/legal/pdfs/BBSLA/BBSLA_USA-Canada_English_NA.pdf. You may not use the RIM Services other than for your own internal business or personal purposes. MegaPath is not responsible for any act or omission of RIM relating to the Services. MegaPath is not an agent of RIM. You agree that MegaPath does not impose any obligations on RIM, including, without limitation, any warranty obligations, maintenance obligations or obligation to provide any refunds.

The RIM Services are provided “AS IS” with no warranties by RIM or MegaPath. In no event will MegaPath or RIM be liable to you for any consequential, exemplary, incidental, indirect, special, punitive or aggravated damages, damages for loss of business, profits or revenues, any refund of fees paid or expenses incurred in connection with the Services, or any other losses, damages, fees or expenses connected with or arising out of the use of the Services, the unavailability of the Services. Neither MegaPath nor RIM shall have any obligation, duty or liability, in contract, tort or otherwise to you including, but not limited to liability for negligence or strict liability.

MegaPath is required to notify RIM of any breach of the terms of the license to the RIM Services, and any unauthorized use of the RIM Services, and you agree that MegaPath may provide RIM all information and Subscriber’s data necessary for MegaPath to meet its obligations to RIM. RIM is an intended beneficiary of this Agreement as it relates to RIM Services only. Upon termination of the MegaPath license with RIM, your rights to RIM Services will automatically terminate.

Additional Terms for MegaPath Secure Mail.

MegaPath Secure Mail is intended to be used to only deliver sensitive data, and not meant to encrypt every message sent. If MegaPath believes at any time during the term of the Agreement that Subscriber or its end-users are not complying with this requirement, then Subscriber agrees to cooperate with MegaPath in its investigation of such noncompliance and any appropriate remedies. Subscriber acknowledges and agrees that MegaPath has no responsibility and shall have no liability (criminal, civil, or otherwise) for any loss or damage caused as a result of Subscriber’s misuse of the Secure Mail service. Further Subscriber acknowledges and accepts that use of the Secure Mail service is entirely at its control and discretion. Secure Mail is intended to be used solely to enable Subscriber to enforce an existing, effectively implemented acceptable computer use policy (or its equivalent). Use of encrypted services in some countries may be subject to laws and regulations. Subscriber is advised to always check relevant laws and regulations prior to deploying and using Secure Mail. MegaPath accepts no liability for any civil or criminal liability that may be incurred by the Subscriber as a result of the operation of Secure Mail and Subscriber hereby indemnifies MegaPath for any costs, fees, damages incurred as a result of any claim for civil or criminal liability.

V. Definitions

	Definition
800 number	Toll free number
9-1-1	The three-digit number reserved for use as an emergency telephone number throughout the United States.
Billing Start Date	The date Subscriber's initial service term and billing for services begins when the service installation is complete and the Subscriber's Service Order is closed.
CO or Central Office	The telephone company "Central Office" to which the End-User is connected via the Broadband Access circuit
CPE	Customer Premises Equipment located on-site at Subscriber's premises, or located at any other location, the access to which is controlled by Subscriber (e.g., a data center operated by an outsourcer or MegaPath), and which perform the MegaPath System's proxy, encryption, authentication and application access functions.
Demarc or Demarcation Point	The point at the Customer premises where the loop from the telephone company meets the premises wiring.
DNS or Domain Name System	The name resolution service for IP addresses that provides the friendlier text-based addresses for Internet resources. Example: 192.168.1.1 = www.yourwebpage.com.
Dynamic IP	An IP address that is assigned to the client for the current session or some other specified amount of time.
E-911	Enhanced 9-1-1; a method of routing 9-1-1 calls to a PSAP that uses a user location database to determine the location to which a call should be routed
End-User	The individual or corporate entity utilizing this Service
ESN	Emergency Service Number; the number assigned to each residence, business, and coin telephone, which is determined by a specific law enforcement, fire station, and emergency medical service zone; number used to deliver calls to the proper PSAP
ETF or Early Termination Fee	Early Termination fees apply if you decide to terminate or cancel an installed circuit or service before the term is complete.
Firewall	A firewall is technology that specifically allows or blocks network communications based off of source, destination, applications / protocol and action
FOC	Firm Order Confirmation / Commitment
IAD	Integrated Access Device – an intelligent router that has built in data and voice cards.
ILEC	"Incumbent Local Exchange Carrier", the phone company that actually owns the wires bringing telephone service to the End-User's premises
IVR	Interactive Voice Response
LAN	Local Area Network
LCA	Local Calling Area
LEC	Local Exchange Carrier
LNP	Local Number Portability; Defined in the Telecommunications Act of 1996 as the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another
LOA	Letter of Agency / Authorization / Agreement / Authentication
MOU	Minutes of Usage
MPLS	Multi-protocol Label Switched
MPOE	"Minimum Point Of Entry", the location at the End-User's premises where the ILEC places the equipment needed to connect its wires to the End-User's inside wiring
MRC	"Monthly Recurring Charge", the amount charged each month to Subscriber by MegaPath for any individual End-User Circuit
MTTR	Network Mean Time to Repair
NES	No Emergency Service. Services with this designation are provided without 911 type emergency services.

Fee Schedule and Services Exhibit

Network Operations Center or NOC	Those parts of the MegaPath System used by MegaPath to monitor Subscriber's system performance, manage the CPE and policies, and resolve technical issues.
NRC	Non-Recurring Charge
PBX	Private Branch Exchange
Policy	Policy is a collection of configuration information, rules, that constitutes an effect to be applied to data communications
PRI	Dedicated voice circuits that have 23 voice channels plus 1 B channel for signaling
Production Date	First to occur of (i) the date on which Subscriber first uses the Secure Access System for non-testing, production purposes, (ii) the date on which MegaPath first makes the Secure Access System available for production use, or (iii) except to the extent that MegaPath's failure to comply with its obligations under the Services Exhibit results in a delay in Subscriber or MegaPath making the Secure Access System available for production use, the date occurring thirty (30) calendar days after the applicable Service Order Form effective date.
Professional Install	A Professional Install is one in which MegaPath utilizes a field service technician to install additional value added services such as VPN. This type of install is usually done after the Provider Installation, but may be done at the same time depending on the underlying circuit type and carrier
Provider Installation	Provider Installation is defined as a basic installation (as described in the appropriate exhibit) for a circuit. The basic installation is designed to turn the circuit up so that it may be used to pass Internet traffic. The installation is usually supplied by the underlying carrier, but may also be a MegaPath contracted field technician.
PSAP	Public Safety Answering Point; an answering location for 9-1-1 calls originating in a given area
QoS	Quality of Service
Rate Center	Geographically specified area used for determining mileage- and/or usage-dependent rates in the PSTN
Seat	A telephone number provisioned in relation to the Voice Services associated with a specific user or telephone device.
Service Order Form	A written authorization executed by Subscriber and MegaPath, which provides details of the "Services" elected by the Subscriber and the applicable fees and conditions for those services. The Service Order Forms and Fees trigger MegaPath's obligation to deliver the Services to the Subscriber and the Subscriber's obligation to pay MegaPath for such Services.
Services	The services that are to be performed by MegaPath under this Services Description on behalf of a Subscriber under a Service Order Form.
Service Term	Minimum length of time that a circuit must be installed to not incur Early Termination Charges if disconnected. Also known as Circuit Term.
SIP	Session Initiation Protocol; a protocol that provides telephony services similar to MGCP, but is less complex and uses fewer resources
SLA's	"Service Level Agreement," a set of service performance assurances and remedies applicable to various Services. Subscriber or End-User may receive these remedies by following the procedures set forth in the SLA document
SOF	Service Order form
Static IP	An assigned IP address used to connect to a TCP/IP network. The IP address stays assigned to the specific host or network device, so the same address can always be used to reach that device.
Subscriber	The entity or organization under a Services Agreement with MegaPath.
TN	Telephone Number
Trouble Ticket	A record created by an automated tracking mechanism within MegaPath's Technical Support department. Each Trouble Ticket is automatically time stamped at the moment a MegaPath technician takes a call or starts working an email from a Subscriber or End-User. This Trouble Ticket timestamp is used to determine the date of effective notice required for all Service Delivery Agreements; the act of "opening" a Trouble Ticket is the only way of providing effective notice for such purposes
VM	Voice Mail
VoIP	Voice over Internet Protocol; voice delivered using the IP address
VPN	"Virtual Private Network", is a method for connecting private networks or locations by using public networks in such a manner that it looks like a single logical network to the End-Users and applications. VPNs create encrypted virtual tunnels using industry standard protocols, such as IPSec and SSL, from End-User's remote locations to its host location(s) through MegaPath's national private network and, if needed, the Internet