



## Fee Schedule for Early Termination and Other Charges

### 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, cancellations must be submitted via our portal at <http://www.megapath.com/cancellations/> or sent by email to [cancellations@megapath.com](mailto: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.

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 Contract Term</u> | <u>2 Year Contract Term</u>   | <u>3 Year Contract Term</u>   |
|---|-----------------------------|---|---|
| ADSL or DDSL (except exclusions identified below) | MRC x Remainder of Term     | MRC x number of months remaining in first year + \$250                                    | MRC x number of months remaining in first year + \$500                                    |
| IDSL/SDSL (except exclusions identified below)    | MRC x Remainder of Term     | MRC x number of months remaining in first year + \$350                                    | MRC x number of months remaining in first year + \$700                                    |
| T1 or Bonded T1 – Core Service Areas              | \$500 (per 1.5Mb)           | \$500 (per 1.5Mb)   | \$500 (per 1.5Mb)   |
| DS3 (included Fractional DS3s)                    | MRC x Remainder of Term     | MRC x Remainder of Term   | MRC x Remainder of Term   |
| T1 - Expanded Service Areas                       | MRC x Remainder of Term     | MRC x Remainder of Term   | MRC x Remainder of Term   |
| Cable   | MRC x Remainder of Term     | MRC x number of months remaining in first year + \$250                                    | MRC x number of months remaining in first year + \$500                                    |
| Business Ethernet                                 | MRC x Remainder of Term     | 3Mb = MRC x number of months remaining in first year + \$1,250                            | 3Mb = MRC x number of months remaining in first year + \$1,500                            |
|   |                             | 5Mb = MRC x number of months remaining in first year + \$1,500                            | 5Mb = MRC x number of months remaining in first year + \$1,750                            |
|   |                             | 10Mb Standard or 10Mb Extended = MRC x number of months remaining in first year + \$2,000 | 10Mb Standard or 10Mb Extended = MRC x number of months remaining in first year + \$2,500 |
|   |                             | 15 Mb or 20 Mb = Remainder of Term  | 15 Mb or 20 Mb = Remainder of Term  |



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| <u>Access Technology</u>  | <u>1 Year Contract Term</u>   | <u>2 Year Contract Term</u>   | <u>3 Year Contract Term</u>   |
|---|---|---|---|
| Satellite or Co-location Facilities                                       | MRC x Remainder of Term   | MRC x Remainder of Term   | MRC x Remainder of Term   |
| Wireless Broadband  | MRC x Remainder of Term   | MRC x number of months remaining in first year + \$250                    | MRC x number of months remaining in first year + \$500                    |
| Managed Site to Site VPN  | \$200   | \$200   | \$200   |
| Standard Site to Site VPN   | \$150   | \$150   | \$150   |
| MSAT-HNS Satellite Access   | MRC x Remainder of Term   | MRC x number of months remaining in first year + \$350                    | MRC x number of months remaining in first year + \$700                    |
| Managed Security Services (fee applies on a per individual service basis) | \$150   | \$150   | \$150   |
| Corporate Access SSL – Network-based                                      | MRC x Remainder of Term   | MRC x Remainder of Term   | MRC x Remainder of Term   |
| Digital Certificates - Proposed MegaPath web                              | (MRC x Remainder of Term) + MRC for each month of remaining active period | (MRC x Remainder of Term) + MRC for each month of remaining active period | (MRC x Remainder of Term) + MRC for each month of remaining active period |

**Note:** The Early Termination Fees (“ETF”) are as noted above plus any applicable instant credit amounts for non-recurring charges (excluding mail-in rebates and standard promotions) such as activation, installation and/or hardware noted in the applicable service order quote form. If customer 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 customer fails to return rental equipment, the following additional charge 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                |
| • 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)                | \$ 799                |
| • Samsung iBG1000 - 2x T1 (3.0Mb)             | \$ 799                |
| • Samsung iBG1000 - 3x T1 (4.5Mb)             | \$ 999                |
| • Samsung iBG1000 - 4x T1 (6.0Mb)             | \$ 1,099              |
| • All others                                  | Applicable List Price |



## Fee Schedule for Early Termination and Other Charges

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

**MegaPath Broadband Access Services - Included and Optional Services**

**Static IP Addresses (where available - does not apply to Dynamic service offerings)**

|  |  |                  |           |           |           |        |           |
|--|--|------------------|-----------|-----------|-----------|--------|-----------|
| Standard   | 1  | Where available  |           |           |           |        |           |
| Optional (Extra Usable Addresses)  | Block of   | 1                | 5         | 13        | 29        | 61     | 125-253   |
| Note: <u>all</u> requests for extra IP addresses <u>require</u> justification to and prior approval from | DSL/T1 (except ESA6)   | \$10 / mo        | \$10 / mo | \$10 / mo | \$15 / mo | \$20 / | \$25 / mo |
|  | Cable  | \$15 / mo per IP |           |           |           |        |           |
|  | ESA6 (all technology types) = Additional Static Ips (w here available) are custom quote. |                  |           |           |           |        |           |

**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%). |
|----------------|---|

**Extended Monitoring (for MegaPath-approved LAN devices)**

|                          |      |                      |
|--------------------------|------|----------------------|
| Monthly Recurring Charge | \$12 | Per month per device |
| Non-Recurring Charge     | \$50 | Per device           |

**Optional Extended CPE Warranty (Limited availability)**

|  |
|--|
| \$4 per month per CPE (excludes Cisco 1800 series routers and higher). Pricing begins and service must be purchased at time of initial CPE / Access order. Service requires a minimum two year term. |
|--|

**Order Processing Fee (where applicable)**

|      |
|------|
| \$35 |
|------|

**Subscriber Requested CPE Configuration Changes**

|                            |                                    |
|----------------------------|------------------------------------|
| \$50 per device per change | Provided upon approval by MegaPath |
|----------------------------|------------------------------------|

**Configuration Fees on Customer Provided CPE**

|   |   |
|---|---|
| \$100 per device for standard configuration | Provided upon approval for use by MegaPath. CPE must be a certified MegaPath CPE in order to qualify. |
|---|---|



## Fee Schedule for Early Termination and Other Charges

### MegaPath Broadband Access Services - Other Fees

| <b>Invoicing &amp; Payment</b> |                            |
|--------------------------------|----------------------------|
| Standard Invoice               | eMail or Paper             |
| Payment by Check               | Requires Credit Approval   |
| Late Payment Fee               | 1.5% of the invoice amount |

| <b>Provider Installation</b> |  |
|------------------------------|--|
| Inside Wiring                | Provider Installation includes router setup, connection to NID and RJ45 jack, and circuit test, but does NOT include inside wiring. Inside wiring - \$125 per hour plus materials. |
| Extensive Wiring             | Installations found to require extensive wiring or extensive Demarc extension will be charged a fee of \$350 (includes two hours) PLUS \$125 per hour thereafter.                  |
| Missed Appointment Fee       | \$150  |
| NID Splitter                 | \$45 each  |

| <b>Subscriber Requested Speed Changes: not requiring a change in the type of service or facilities</b> |  |
|--|--|
| Upgrade  | no charge  |
| Downgrade  | \$100 for ADSL or DDSL, \$250 for IDSL or SDSL, \$200 for cable. For T1s, see ETFs |

| <b>Subscriber Requested Speed Changes: requiring a change in the type of hardware (e.g., from T1 to NxT1)</b>  |  |
|--|--|
| Subscriber will be assessed appropriate fees to meet new router/card requirements. Downgrades, requiring a change in the type of hardware or circuit will be assessed applicable Early Termination Fees. |  |

| <b>Moves and Changes (other than speed changes defined above)</b>                                    |   |
|--|---|
| ADSL, DDSL, IDSL or SDSL or Cable  | \$250 if provisioning same technology and speed using existing CPE at a new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater. |
| T1 - Core  | \$500 if provisioning same technology and speed using existing CPE at a new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater. |
| T1 - Extended or Expanded Service Areas (including Clear Channel T1s, DS3s and Ethernet over Copper) | Treated as a disconnect and a new order (applicable Early Termination Fee will apply).  |

| <b>Order Cancellation</b>                        |                                       |
|--|---------------------------------------|
| Within 3 days of order placement                 | no charge                             |
| <b>Before Installation</b>                       |                                       |
| Cable  | \$75                                  |
| T1s (including Core, Expanded and Clear Channel) | see applicable Early Termination Fees |
| ADSL, DDSL, SDSL, IDSL                           | \$150                                 |
| All other access technologies                    | see applicable Early Termination Fees |
| <b>After Installation</b>                        |                                       |
|  | see applicable Early Termination Fees |

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

**The following fees may also apply under certain circumstances for MegaPath MPLS, VPN and Managed Security Services and may be in addition to MegaPath Broadband Access Services - Other Fees shown above.**

|   |                             |
|---|-----------------------------|
| Additional Global VPN Configuration Changes | \$30 per change per circuit |
| QoS Policy Changes                          | \$30 per change per circuit |
| Professional Installation                   | \$350 per install           |
| Cancellation Fee                            | \$150 per service           |
| Missed Appointment Fee                      | \$300 per incident          |



## Fee Schedule for Early Termination and Other Charges

The following fees may also apply under certain circumstances for VSAT service:

### MegaPath VSAT Access Service

| Service  | Description  | Monthly Price | Non-Recurring Charge                           |
|--|--|---------------|--|
| Maintenance  | Next Business Day (no De-icing equipment / with Deicing equipment)   | \$28 / \$33   |  |
|  | Next Day Maintenance (no De-icing equipment / with Deicing equipment)  | \$31 / \$36   |  |
| Snow Cover   | Cover for 1.0 meter dish   |               | \$395  |
| De-icing Equipment (1.0m dish - not available)     | De-icing Equipment + Installation at time of initial install of  |               | 1.2m dish - \$1,380                            |
|  | De-icing Equipment + Installation during separate visit  |               | 1.2m dish - \$1,950                            |
| Install New System                                 | Phone Survey, install antenna, antenna mount, LNB, BUC, RCST, installing 100 foot IFL cable; point, peak & pol antenna, and 1 hour commissioning time/hook up of customer equipment.   |               | 1.0m - \$675                                   |
|  |  |               | 1.2m - \$700                                   |
|  |  |               | 1.8m - \$1,350                                 |
| Deinstall (Removal)                                | Disassembly/removal of antenna/mount from roof. Removal of   |               | 1.0m - \$400                                   |
| Abort Fee or Fee for Return Trip                   | Applies if installer was properly notified of the site and scheduled a date, traveled to the site and is then instructed to return at a later date to perform the service. Also applies if during a system move the installer is required to deinstall one day and return the next day for an installation.  |               | \$300  |
| Site Move  | Move antenna and mount to different location. Price includes roof pad if required. Price also includes installing up to 100 ft. of new IFL cable if required. Double the charge if two visits are required to deinstall and then reinstall on separate days.<br><br>In the event that the driving distance between the original and the new sites exceeds 150 miles, an additional \$75 fee shall apply for shipping and handling. |               | 1.0m - \$500<br>1.2m - \$900<br>1.8m - \$1,300 |
|  |  |               |  |
| IFL Cable (Installed)                              | Provide and install cable (price per foot)   |               | \$6  |
| Conduit (Installed)                                | Provide and install 1 1/2 " conduit (price per foot)   |               | \$5  |
| Core Drilling                                      | Drilling of concrete walls for IFL cable installation  |               | \$65.00 ea.                                    |
| Firewall Penetration                               | Drilling and sealing of firewalls for IFL cable installation   |               | \$85.00 ea.                                    |
| Trenching  | Trenching activities for IFL cable installation in situations where Subscriber has elected to install a ground mount antenna (price per foot)  |               | \$6.00 - Earth                                 |
|  |  |               | \$18.00 - Asphalt, Concrete or frozen soils    |
| RCST Move  | Power off RCST and move to new location. Includes possibility of rerunning up to 100 ft of IFL cable. Powering up RCST and re-commissioning site   |               | \$650  |
| RCST Move after hours                              | Same effort as above performed after 6:00 pm local time  |               | \$750  |
| Lifts and Bucket Trucks including procurement time | Use of lift or bucket truck where roof access is limited or the building height exceeds 2 stories for installation of antenna and mount.   |               | Reasonable cost plus 25%                       |
| Expedite Fee - MegaPath Install                    | Requiring MegaPath to complete an installation with less than 14 days notice (Additional order processing and shipping fees may apply)   |               | \$350  |
| Expedite Fee - Subscriber Install                  | Providing MegaPath less than 5 business days notice to commission a Remote Terminal (Business days are Monday - Friday, 8 AM to 5 PM PST)  |               | \$250  |
| Roof Pad   | For a move or deinstall/reinstall where the older roof pad can't be reused   |               | \$300  |
| Roof Buildup / Platform                            | Build up of roof due to corrugated metal construction  |               | 1.0m - \$360; 1.2m - \$360                     |
| Site Survey (Non concurrent with installation)     | Pre-installation site visit to determine antenna location; mount type, cable routing, and terminal location. Includes: photographs, drawings, completed survey document and Subscriber acknowledgement.  |               | \$400  |
| Antenna Repoint                                    | Repoint of an antenna on the same or different satellite   |               | \$495  |
| Optional On-Site Maintenance                       | Priced per call. *Note: plus repair price for any failed items   |               | \$750 per call*                                |
| Additional optional activities                     | For activities not described above   |               | Actual cost plus 25%                           |
| Hourly Rates:                                      | Regular working hours: 6:00 am - 6:00 pm/ Monday-Friday  |               | \$100 per hour                                 |
|  | After hours, Saturday: 6:00 pm Friday to midnight Saturday   |               | \$150 per hour                                 |
|  | Sunday, holidays: Midnight Saturday till 8:00 am Monday  |               | \$200 per hour                                 |



## Fee Schedule for Early Termination and Other Charges

The following fees may also apply under certain circumstances for MSAT-HNS satellite

### Miscellaneous Charges

| <i>Description</i>                           | <b>Price</b> | <b>Occurrence</b> |
|--|--------------|-------------------|
| 1 Routable IP Address                        | \$20         | Monthly           |
| 4 Static IP Addresses                        | \$40         | Monthly           |
| Next Business Day Maintenance (9x5 coverage) | \$28         | Monthly           |
| Next Day Maintenance (12x7 coverage)         | \$33         | Monthly           |
| Same Day Maintenance (18 x 7 coverage)       | \$35         | Monthly           |
| Site Survey                                  | \$300        | One time          |
| Non-Standard Installation <sup>2</sup>       | Custom quote | One time          |
| Anti-ice System (0.74 meter antenna)         | \$699        | One time          |
| Anti-ice System (0.98 meter antenna)         | \$1,199      | One time          |
| Anti-ice System (1.2 meter antenna)          | \$1,249      | One time          |
| Standard De-installation                     | \$500        | One time          |
| Site Relocation <sup>3</sup>                 | \$999        | One time          |
| Aborted Site Install                         | \$349        | One time          |

**Notes**

- (2) Unless prior written arrangements are made, custom and out-of-scope configuration, installation and maintenance requests will be billed on a time-and-materials basis using then-current hourly rates with a four (4) hour minimum charge.
- (3) Assuming the driving distance between the original and the new sites are within 150 miles.

## TERMS & CONDITIONS FOR SPECIFIC SERVICES

### Basic Dialup Service:

#### Monthly Recurring Charge

Customers may receive up to 20 hours of domestic, non-toll-free dial-up usage per circuit per month at no additional Monthly Recurring Charge beyond the cost of the applicable broadband circuit (subject to the following limitations). To use this free Dial-Up Service, the customer must contact Customer Support to have the account activated; by doing so, customer is agreeing to the standard terms for Dial-Up Service and payment of the following charges for usage outside the standard terms.

#### **Dial-Up Service Usage Charges:**

- First 20 Hours Domestic, Non-toll-free Per Month (per account): No charge
- Over 20 Hours Per Month (per account) Domestic, Non-toll-free: 2.5 cents per minute
- Domestic Toll Free access: 8 cents per minute
- Canadian Toll Free access: 20 cents per minute

Customers who elect to purchase Dial-Up Service and pay the applicable Monthly Recurring Charge for this service will receive up to 160 hours of domestic, non toll-free dial-up usage per circuit per month at no charge beyond the Dial-Up Service MRC (subject to the following limitations). To purchase Dial-Up Service, the customer must contact Customer Support to obtain a quote for the additional charge and to have the account activated. The charge for Dial-Up Service is in addition to the Monthly Recurring Charge for the applicable broadband circuit.



## Fee Schedule for Early Termination and Other Charges

### **Dial-Up Service Usage Charges for Purchased Accounts:**

- First 160 Hours Domestic, Non-toll-free Per Month (per account): No charge
- Over 160 Hours Per Month (per account) Domestic Non-toll-free: 2.5 cents per minute
- Domestic Toll Free access: 8 cents per minute
- Canadian Toll Free access: 20 cents per minute

### **Telephone Company Charges**

End-User or Subscriber is responsible for all telephone company charges, including, but not limited to, long distance charges, per minute charges, and access fees associated with the use of the MegaPath Dial-up Access Service. MegaPath is not responsible for any such charges. MegaPath makes no guarantee that a local access number exists for any particular location nor that any access number called is local, even if such number is provided by MegaPath through its Web site, technical support staff, or Dial-Up software. For confirmation of a local call, End User should consult with the local phone company to ensure that the access number being used is a local call.

### **Managed Security Services:**

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

Anti-Virus Network Service: Provides End-User with virus, greyware and spyware control and removal from its locations to all other connected networks.

Anti-Virus Client Service: Provides End-User with virus, greyware and spyware control on PC's, workstations and laptops. To use the Anti-Virus Client Service, End-User 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

Whitelist / Blacklist Service: Provides End-User with web client usage control from its locations to all other connected networks.

Content Filtering Service: Provides End-User with web usage control from its locations to all other connected networks.

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

- Outlook 9x
- Outlook 2000
- Outlook XP
- Outlook Express



## Fee Schedule for Early Termination and Other Charges

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

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.

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.

Intrusion Prevention Service: Provides End-User 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.

End-User 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.

All Managed Security Service log data will be retained for a period of 90 (ninety) days. After the 90 (ninety) 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 2 (two) years. After the 2 (two) 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.

**End-User 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.**

### **Satellite Service:**

MegaPath’s Satellite Access Service provided by HNS and branded as DIRECWAY, is referred to as “MSAT-HNS”, and is a commercial grade Internet access service using satellite technology that is built on a VSAT-based (“very small aperture terminal”) broadband Internet connectivity platform. It is a turnkey solution that provides, subject to the terms of this Exhibit and the MegaPath subscriber agreement, Internet connectivity, hardware (router and satellite dish), installation, ongoing support and billing. Support for additional services, including but not limited to on-site maintenance, and Private Network connectivity may be made available at an additional



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charge. The Internet Access MSAT-HNS Services support up to five (5) useable IP addresses, available at an additional charge.

Data throughput rates for each user device will vary based upon the total number of devices connected to the satellite router and the number of devices simultaneously accessing MSAT-HNS; data throughput may also be affected by weather and atmospheric conditions in some circumstances. Certain applications may not perform at maximum efficiency in a satellite-based environment, including, but not limited to, real-time video, VoIP (Voice over IP), Remote Access VPN (VPN over Satellite link), Citrix™ and application serving platforms, distributed computing

applications, remote control application, and online interactive games. In order to ensure fair access to MSAT-HNS, MegaPath reserves the right to limit throughput rates of certain bandwidth-intensive activities such as audio and video streaming, and peer-to-peer applications. MSAT-HNS may not be used for web hosting or other content serving applications (including, but not limited to, mail, FTP, and web servers), providing Internet access to third parties, or operating multi-user forums. MSAT-HNS functions only with applications utilizing the TCP/IP protocol.

### INTERNET ACCESS SERVICE PLANS

The following MSAT-HNS Service Plans may be restricted to a specific satellite and transponder. As a result, not all plans may be available on all transponders and satellites.

|   | Internet Access 100 | Internet Access 200 | Internet Access 300 | Internet Access 400 <sup>4</sup> |
|---|---------------------|---------------------|---------------------|----------------------------------|
| Recommended For   | Internet access     | Internet access     | Internet access     | Internet access                  |
| Available Hardware Model(s)                                 | DW7000 / DW7700     | DW7000 / DW7700     | DW7000 / DW7700     | DW7700                           |
| Minimum Antenna Size (meter)                                | 0.74 m              | 0.98 m              | 0.98 m              | 1.2 m                            |
| Radio Size (w)  | 1 w                 | 2 w                 | 2 w                 | 2 w                              |
| Download Speed <sup>1</sup>                                 | Up to 1,000 Kbps    | Up to 1,500 Kbps    | Up to 2,000 Kbps    | Up to 2,000 Kbps                 |
| Typical Download Speed                                      | 750 – 850 Kbps      | 850 – 1,000 Kbps    | 1,200 – 1,300 Kbps  | 1,500 – 1,800 Kbps               |
| Download Threshold <sup>2</sup> (MB)                        | 350                 | 500                 | 1,250               | 1,250                            |
| Upload Speed <sup>1</sup>                                   | Up to 200 Kbps      | Up to 350 Kbps      | Up to 500 Kbps      | Up to 1,000 Kbps                 |
| Typical Upload Speed  | 100 – 150 Kbps      | 175 – 200 Kbps      | 275 – 325 Kbps      | 275 – 325 Kbps                   |
| Upload Threshold <sup>2</sup> (MB)                          | 50                  | 75                  | 100                 | 100                              |
| Recovery Rate (Kb/sec)                                      | 56                  | 56                  | 400                 | 400                              |
| Network Address Translation (NAT)                           | Standard            | Optional            | Not Available       | Not Available                    |
| Static Routable Public IP Addresses Included <sup>3</sup>   | 1 optional          | 1                   | 1                   | 1                                |
| Additional Static Routable Public IP Addresses <sup>3</sup> | 0                   | 4                   | 4                   | 4                                |

1. Download and upload speeds are not guaranteed. Speeds listed are maximum speeds available under the applicable service plan. Actual download and upload speeds will likely be lower than speed indicated during peak hours.
2. Download and Upload Threshold means the amount (volume) of data that can be downloaded continuously before the download or upload speed will be restricted. Several variables affect this number including: speed of download, duration of download, and the plan's Recovery Rate. "Recovery Rate" means the speed at which a service plan recovers Download or Upload Threshold.
3. Network Address Translation (NAT) or public IP addressing may be used. NAT enables assignment of private IPs (up to 253) to devices keeping them private from users outside of the network. Should public IP addressing be desired, 4 IP addresses are available for an additional fee (see attached Schedule).
4. Requires a minimum order of 10 Internet Access 400 sites to be ordered and activated.

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



## Fee Schedule for Early Termination and Other Charges

### 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 |
|--|--------------------------------------|
| <b>Features</b>  |                                      |
| <i>SSL VPN Appliance(s)</i>  | 1                                    |
| <i>Web Connect (Web Proxy Server)</i>                                    | Y                                    |
| <b>SSL VPN Management Services</b>                                       |                                      |
| <i>SSL System Administration and Technical Support Training Material</i> | 1                                    |
| <b>Optional Services</b>   |                                      |
| <i>Desktop Connect</i>   | Y                                    |
| <i>Digital Certificates</i>  | Y                                    |

### 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 SSAE 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 SSAE 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 SSAE, 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



## Fee Schedule for Early Termination and Other Charges

the 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 End Users 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 End Users 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 End User 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



### Fee Schedule for Early Termination and Other Charges

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 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.

#### 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.

| <b>Events Requiring Notification</b> | <b>Minimum Notification Period</b> |
|--------------------------------------|------------------------------------|
| 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 Subscriber security administration, network administration and data center staff for scheduled maintenance and Services support problem response.



## Fee Schedule for Early Termination and Other Charges

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

### **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 End Users for each month of the Service term at the rates stated in the Pricing 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 End Users (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 End Users 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 End User basis (for core and optional service features) for the excess number of End Users ("**Additional Users**"), at the rates specified in the Service Order Form.

*Determination of Number of End Users*. For purposes of calculating monthly subscription fees, the number of End Users 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 End User accesses Subscriber's SSAE during a month, as reflected in the authentication logs applicable to such SSAE. Subscriber shall ensure that every End User uses a unique identification credential when accessing the SSAE, that only one End User uses each user identification credential, and that no End User 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.

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 Pricing Schedule upon thirty (30) days notice to Subscriber; such changes will be effective for all new orders or



## Fee Schedule for Early Termination and Other Charges

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.

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



### Fee Schedule for Early Termination and Other Charges

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 End Users 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.

### 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.



## Fee Schedule for Early Termination and Other Charges

### 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.

### 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.

### Digital Certificates

Refer to Digital Certificates section of this document for detail. Subscriber shall be billed for one certificate per End User 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 End Users.

## SOFTWARE LICENSE AGREEMENT

**READ THIS END USER 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”).

- The Parties.** The parties to this Agreement are MegaPath Inc. (“MegaPath”), and the person or organization that originally purchased from MegaPath the applicable license(s) for use of the Software (“Subscriber”) (collectively, the “Parties”).
- 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.
- 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 for Early Termination and Other Charges**

- 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 for Early Termination and Other Charges**

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 for Early Termination and Other Charges

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 Inc., 555 Anton Blvd., Ste. 200, Costa Mesa, CA 92626, Attn: General 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 redigés en langue anglaise.



## Fee Schedule for Early Termination and Other Charges

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

### 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.

#### 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.

#### 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



### **Fee Schedule for Early Termination and Other Charges**

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 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.



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### TERMS & CONDITIONS FOR INSTALLATION OF SPECIFIC SERVICES:

#### **Broadband Services:**

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

For those circuits where Professional Installation was requested or required, the End-User will be charged the Professional Installation fee shown in the pricing quote.

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) and for Persistent Dial, 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 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 AT&T (ESA2 or ESA3) T1 only: Up to 200 feet of inside wiring is included. Beyond 200 feet, standard rates apply.

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 schedule below under "Other Fees". 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 schedule below 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 require 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 schedule below under "Other Fees".

#### **Managed Security 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



### **Fee Schedule for Early Termination and Other Charges**

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 Agreement.

End-User must comply with all terms of this Schedule, and must provide the MegaPath technician with all reasonable access and assistance during the install process. If delays occur because End-User-provided access circuits are not active or End-User has not provided MegaPath with the complete and correct information to implement the Managed Security Service, MegaPath will start billing End-User 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.

### **Satellite Service:**

Subscriber must have a representative at each site available for a phone Site Survey for each site at which Subscriber wants to have MSAT-HNS installed and activated. MegaPath shall have no obligations to Subscriber until MegaPath's Satellite carrier completes the phone Site Survey, after which this Exhibit and the Agreement between MegaPath and Subscriber shall govern the subsequent installation and use of MSAT-HNS. Subscriber is responsible for providing complete and accurate information for the phone Site Survey for each site, and understands that incorrect or incomplete information in the Site Survey may cause Subscriber to incur additional costs and fees. MegaPath's Satellite carrier will use reasonable commercial efforts to review responses to each phone Site Survey, either with an acceptance, or with a denial; each refusal shall be accompanied with the reasons why MSAT-HNS is unavailable based on the information in the Site Survey.

Subscriber may need to obtain local permits, landlord consents, waivers, zoning exceptions and other permissions as required by local law and the Subscriber's contractual and lease obligations relating to each site at which MSAT-HNS is desired (collectively, "Consents"). Subscriber shall be responsible for obtaining all Consents prior to the scheduled installation date. If an installation technician is dispatched and the installation cannot be completed during the initial visit due to the fault of Subscriber, inaccessibility to the site, missing Consents, cancellation of installation by Subscriber, or non-standard installation requirements, Subscriber will be charged and agrees to pay an installation abort fee (listed in the Schedule below) per incidence. Non-standard installations may be accommodated on a case-by-case basis and will be subject to additional fees.

At each site, Subscriber will:

- Designate one individual that is authorized to make decisions relating to the installation and to interface with MegaPath during installation.
- Obtain any and all Consents required for each Site, prior to the scheduled installation date.
- If required for installation and requested by MegaPath, provide building construction drawings for each site.
- Provide secure locations for installation of the antenna, its support structure, all outdoor and indoor electronics and other Equipment in accordance with the space, electrical, structural and other needs for each piece of Equipment.
- Provide a 120VAC single-phase electrical power receptacle within five (5) feet of the indoor unit location, preferably with a separate 15-amp circuit breaker. The indoor unit portion of the Equipment shall be located in an area suitable for a personal computer, in a



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clear space, 18"D x 20"W x 10"H, adequately ventilated to provide air circulation about the unit (preferably air-conditioned) and free of excessive dust or dirt.

- Provide MegaPath with access to the site for installation of the Equipment.
- Arrange and pay for union labor if the local jurisdiction requires labor union members to perform or supervise the installation.

**Standard Commercial Installation:** Standard commercial installations include those commercial locations 1-2 stories from the ground. At each commercial site, on or about the scheduled installation date, MegaPath will use reasonable commercial efforts to perform the following for MSAT-HNS:

- Install the Equipment, which shall consist of:
  - o One 0.74 meter or 0.98 meter elliptical antenna assembly with dual LNBS for both receive and transmit (a 1.2 meter antenna will be supplied as necessary to support certain MSAT-HNS services and certain geographic locations as deemed necessary by MegaPath)
  - o One DW7000 series satellite router IDU
  - o One outdoor radio transmitter
  - o One non-penetrating roof mount, penetrating fixed wall or roof mount (requires permanent attachment to structure), or 6-foot pole ground mount (9ft total length)
  - o Single or dual IFL Cable run up to 150ft. from antenna location to Indoor Unit (IDU) location.
  - o Up to six (6) feet of Ethernet cable
- Equipment installation includes set-up and pointing of the antenna assembly and IDU, basic antenna grounding connection, and coaxial cabling, connecting indoor and outdoor electronics
- The IDU will be installed within six (6) feet of Subscriber designated LAN access point, PC, or Ethernet device. Subscriber is responsible for connection and integration of MSAT-HNS to Subscriber LAN access point, PC, or Ethernet device.
- Commission the VSAT
- Obtain licenses, permits, approvals, authorizations and clearances required by the FCC for the operation of the Equipment and MSAT-HNS (if any).
- Render commercially reasonable assistance by telephone to support Subscriber's efforts to secure Consents for each site.

**Standard Residential Installation:** Standard residential installations include those residential locations 1-2 stories from the ground. At each residential site, on or about the scheduled installation date, MegaPath will use reasonable commercial efforts to perform the following for MSAT-HNS:

- Install the Equipment, which shall consist of:
  - o One 0.74 meter or 0.98 meter elliptical antenna assembly with dual LNBS for both receive and transmit (a 1.2 meter antenna will be supplied as necessary to support certain MSAT-HNS services and certain geographic locations as deemed necessary by MegaPath)
  - o One DW7000 series satellite router IDU



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- One outdoor radio transmitter
  - One non-penetrating first level roof mount, penetrating fixed wall or first level roof mount (requires permanent attachment to structure)
  - Two exterior cable runs or one dual cable run of up to 100 feet of standard RG6 coaxial cable with one point of entry through an exterior wall to an interior wall; and the installation of a wall jack
  - Up to six (6) feet of Ethernet cable
- Equipment installation includes set-up and pointing of the antenna assembly and IDU, basic antenna grounding connection, and coaxial cabling, connecting indoor and outdoor electronics
  - The IDU will be installed within six (6) feet of Subscriber designated LAN access point, PC, or Ethernet device. Subscriber is responsible for connection and integration of MSAT-HNS to Subscriber LAN access point, PC, or Ethernet device.
  - Commission the VSAT
  - Obtain licenses, permits, approvals, authorizations and clearances required by the FCC for the operation of the Equipment and MSAT-HNS (if any).
  - Render commercially reasonable assistance by telephone to support Subscriber's efforts to secure Consents for each site.

All installations are warranted for thirty (30) days from the date of installation, subject to the warranty and maintenance exclusions contained herein. The Equipment is included as part of the installation charges set forth in the Schedule and becomes the property of Subscriber upon installation. **Subscriber retains possession of the Equipment upon termination of MSAT-HNS (provided that Subscriber has paid all fees and charges associated with MSAT-HNS and the Equipment), and shall be responsible for any un-installation.** MegaPath will not remove or uninstall any portion of the Equipment (unless Subscriber makes a separate arrangement with MegaPath for an additional charge), and will not be liable for any damages that Subscriber may cause to the Site in removing or uninstalling the Equipment. At any time during the Agreement Term and with respect to any installed Site, MegaPath reserves the right to re-point the VSAT antenna or replace the indoor unit at MegaPath's expense; provided, however, that after such modification the site shall have substantially the same functionality as before such modification.

All non-Standard Installations need to be arranged with MegaPath through the Site Survey, prior to the scheduled installation date. Non-Standard Installations may include installation of cable conduits, trenching, or non-standard antenna mounts, Subscriber requests, or any additional equipment or installation services outside the scope of the Standard Installation. Non-Standard Installations will be billed to Subscriber according to the Schedule below, unless special pricing is arranged with MegaPath in advance. A non-Standard Installation (and the associated fee) will also occur if MegaPath cannot contact Subscriber for approvals, Subscriber fails to grant approvals, secure Consents or otherwise meet its obligations relating to installation as set forth above, the site has unique features or conditions, is in a location that requires installation activities outside the scope of the Standard Installation, or the Site Survey for the site is inaccurate or incomplete. In addition, Subscriber will pay MegaPath an Aborted Site Installation charge if Subscriber fails to grant MegaPath access to a site on the scheduled installation date, if the site is not ready for installation on the scheduled install date (e.g., site under construction, no A/C power, etc.), or a return visit is required due to the actions or inactions of Subscriber.

Subscriber may re-locate the location where MSAT-HNS is delivered. Relocation will require the physical relocation of all Equipment, which must be performed by MegaPath technicians, and is subject to the charge shown under Miscellaneous Charges in the Schedule. Subscriber



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understands that relocation may require installation of a different model of antenna assembly, in which case Subscriber agrees to pay per the Schedule for the new antenna assembly.

### **TERMS & CONDITIONS RELATING TO CUSTOMER PREMISES EQUIPMENT (CPE):**

#### **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 End-User's expense if requests are submitted before 12:00 PM PST\*. MegaPath will provide End-User with a Return Merchandise Authorization ("RMA") number and return address (included with the replacement CPE), and End-User 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 an End-User-requested replacement, and upon its return, the CPE is found to be functioning correctly, or if End-User elects replacement notwithstanding MegaPath's determination that no replacement is required, End-User agrees to pay the full shipping charges.

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

#### **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 two options for replacement of loaned CPE after the initial twelve (12) months of the Service Term. Subscriber **must** select one of the following two options up front at the time Subscriber orders the access line **Option 1:** Subscriber will 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.) **Option 2:** Subscriber will pay for replacement CPE when and if the CPE requires replacement except during the first year. During the first year, the CPE is under warranty and MegaPath will provide replacements at no additional charge. (Ground freight is included.) After the first twelve (12) months, Subscriber may purchase replacement CPE for ninety percent (90%) of list price. If Subscriber selects Option 2, Subscriber will be required to pay a small order processing fee upfront at the time the access Service is ordered (see table containing "Other Fees" at the end of this Fee Schedule). If Subscriber selects Option 2, 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



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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.

### Extended CPE Warranty

Extended Customer Premises Equipment ("CPE") Warranty is an optional service that customers 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 End-User with a Return Merchandise Authorization ("RMA") number and return address (included with the replacement CPE), and End-User 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 Pricing 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 customer 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.

### Managed Security CPE and/or VPN Device Purchase:

If End-User needs Managed Security CPE and/or VPN device for the Managed Security Service, End-User 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. The purchase price of all available Managed Security CPE and/or VPN devices are set forth below.

MegaPath offers a Maintenance plan for all Managed Security and VPN devices listed below, subject to payment by End-User of the associated fees shown below. In order to obtain a replacement Managed Security CPE and/or VPN device under this program, End-User must open a trouble ticket with MegaPath by calling the MegaPath tech support center, and indicating the



### **Fee Schedule for Early Termination and Other Charges**

reason for the replacement or repair. The MegaPath technician may request certain tests to be performed before approving the replacement or repair request. If End-User does not perform the tests, or if the results of the tests indicate that the Managed Security and/or VPN device is not defective, End-User may still request replacement of the Managed Security CPE and/or VPN device; provided, however, that End-User agrees to pay a fee as set forth below if MegaPath determines after receiving the original Managed Security CPE and/or VPN device that it is functioning correctly. For all replacements, End-User 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 End-User.

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.

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, End-User 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 End-User must ensure each device is used with care and is not abused.