



Services Exhibit

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Subscriber acknowledges that MegaPath may amend this Services Exhibit from time to time without notice, and Subscriber is responsible for compliance with the current version of the Services Exhibit.

I. DEFINITIONS

The following definitions are used throughout this document as specified below :

Term	Definition
800 number	Toll free number
9-1-1	The three-digit number reserved for use as an emergency telephone number throughout the United States.
Access Policy	The policy used to determine and administer the applications within a Subscriber's networks that an End User may access via the Secure Access System. The Access Policy determined by Subscriber, within parameters defined by MegaPath, must be capable of enforcement by the MegaPath System, and is provided by Subscriber to MegaPath for incorporation into the MegaPath System.
Accredited User	An End User to whom Subscriber has provided security credentials to enable access to Subscriber's Secure Access System.
ADSL	"Asymmetric Digital Services Line", a technology for providing last-mile Broadband Access Service to an End-User wherein the speed of data transmission from the CO to the End-User's premises is substantially higher than the speed in the other direction.
ADSL Dedicated Line	A form of ADSL that is not line shared and does not require voice service from the ILEC. ADSL Dedicated Line is ideal for End Users who have non-ILEC voice or who have plans to move to a voice over IP (VOIP) product in the future.
ALI	Automatic Location Identification; a 9-1-1 feature by which the name, address, and responding agencies associated with the number of the telephone used to dial 9-1-1 is displayed at the PSAP at the time the call is answered
ANI	Automatic Number Identification; a service that provides the receiver of a telephone call with the number of the calling phone
Anomaly	An attack that is not defined as a specific attack but behavior that indicates that an attack is underway
Anti-Virus	Technologies that detect, quarantine and remove malware (malicious software), this includes Viruses, Trojans, Worms, Greyware and Spyware
ATA	Analog Telephone Adaptor – used to connect analog telephones for IP Telephony service
Broadband	A transmission facility that has bandwidth (capacity) greater than a voice grade line of 3 KHz
BTN	Billing Telephone Number; primary telephone number used for billing regardless of the number of lines associated with that number
CAB	A compressed file format utilized by Microsoft
Cable	MegaPath's Business-Class Cable Broadband Access Service provides always-on high speed Internet access via a coaxial cable from the End-User's location to the nearest Cable Head-end using facilities provided by Cable TV last-mile carriers. This cable line is shared with the regular cable television line
Cable (Bus)	Cable service delivered to a business location
Cable (Res)	Cable service delivered to a residential location
Circuit Term	Minimum length of time that a circuit must be installed to not incur Early Termination Charges if disconnected. Also known as Service Term.
CLEC	Competitive Local Exchange Carrier; a company authorized to provide local exchange services in competition with an ILEC
CO	The telephone company "Central Office" to which the End-User is connected via the Broadband Access circuit
Codec	A contraction of coder and decoder; a device that encodes analog signals into digital signals, for transmission through a network in digital format, and decodes received digital signals back into analog signals
Content Filtering	Technology that enables end-user to control web usage by blocking objectionable or unsafe web access through selection of specific categories
CPE	Customer Premises Equipment located on-site at Subscriber's premises, or located at any other location, the access to which is controlled by Subscriber (e.g., a data center operated by an outsourcer or MegaPath), and which perform the MegaPath System's proxy, encryption, authentication and application access functions.
Data Center	Those parts of the MegaPath System consisting of the servers and systems responsible for network systems monitoring and management, delivery of the Service Management Console, and Secure Access System administration services (but not data traffic encryption), including without limitation the portal(s) provided by MegaPath and accessed by End Users to use the Secure Access System.
Demarc or Demarcation Point	The point at the Customer premises where the loop from the telephone company meets the premises wiring.
DHCP	Dynamic Host Configuration Protocol
Dial-UP	Access Service that enables access to the Internet over regular telephone lines via a modem
DID	Direct Inward Dialing



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DNIS	Dialed Number Identification Service
DOD	Direct Outward Dialing
DoS/DDoS	Denial of Service and Distributed Denial of Service, a class of attacks that prevent a server and or application from functioning. A Distributed Denial of Service Attack is when the attack originated from more than one location.
DS3	A technology for supplying last-mile Broadband Access to an End-User at symmetric speeds up to 44.73 Mbps
DSL	Digital Subscriber Line service; a form of broadband access
Dynamic IP	An IP address that is assigned to the client for the current session or some other specified amount of time.
Edge	On premise device (CPE) associated with SD-WAN Enterprise that performs routing, measurement, control etc.
E-911	Enhanced 9-1-1; a method of routing 9-1-1 calls to a PSAP that uses a user location database to determine the location to which a call should be routed
End-User	The individual or corporate entity utilizing this Service
Error	Any failure of the MegaPath System that causes the Services not to comply materially with the Service Levels, or with the other specifications set forth in this Services Exhibit and the most recent applicable network administrator technical documentation provided by MegaPath to Subscriber.
ESN	Emergency Service Number; the number assigned to each residence, business, and coin telephone, which is determined by a specific law enforcement, fire station, and emergency medical service zone; number used to deliver calls to the proper PSAP
Ethernet	A local-area network (LAN) protocol developed by Xerox Corporation in cooperation with DEC and Intel in 1976. It is one of the most widely implemented LAN standards. Ethernet is also used to refer Ethernet based access services offered over technologies such as Ethernet over Copper, Ethernet over DS1, Ethernet asymmetrical services, Ethernet over DS3 and Ethernet over Fiber.
FCC	Federal Communications Commission; a government agency that regulates telecommunications and other broadcast medium
Firewall	A firewall is technology that specifically allows or blocks network communications based off of source, destination, applications / protocol and action
Fix	A modification or an addition to the MegaPath System that overcomes an Error or security compromise when made or added to the MegaPath System.
FOC	Firm Order Confirmation / Commitment
Forti-Manager	Management system for FortiGates (managed firewall devices)
Forti-Analyzer	Reporting engine for the management of FortiGates (managed firewall devices)
FTP	File Transfer Protocol; a communications link between a PC and the MAPS workstation allowing quick transfer data to and from distant or local PCs
G.711	Describes the 64-kbps PCM voice-coding technique for digital voice delivery in the PSTN or through PBXs; G.711 provides lower bandwidth and slightly higher quality of service and G.729 provides much higher bandwidth with minimal change in service quality
Gateway	SD-WAN Enterprise network element implemented within MegaPath Core or 3 rd party network that provides last mile performance optimization and interconnection with private and public networks.
GUI	Graphical User Interface
HTTP	Hyper Text Transfer Protocol (HTTP), the actual communications protocol that enables Web browsing
HTTPS	HTTP Over SSL. Protocol enabling the secured transmission of Web pages
IAD	Integrated Access Device – an intelligent router that has built in data and voice cards.
IDSL	“ISDN Digital Subscriber Line”, a technology for providing Broadband Access Service to an End-User using the Integrated Services Digital Network (“ISDN”), which enables service similar to SDSL at distances greater than the limit for SDSL, although only at speeds of 144k in each direction.
ILEC	“Incumbent Local Exchange Carrier”, the phone company that actually owns the wires bringing telephone service to the End-User’s premises
IM	Instant Messaging; a protocol used by chat programs
IMAP	Internet Message Access Protocol IMAP is gradually replacing POP as the main protocol used by email clients in communicating with email servers.
Intrusion Prevention	Technologies that operate at Layer 4 and above which look for sophisticated attacks as well as logic that combats emerging or new attacks and threats
IP	Internet Protocol
IPsec Client Software	The machine-executable version(s) of the client software code, including any Updates thereto, that MegaPath provides Subscriber for use on PCs
IPSEC Software	The Client Software and VPN Concentrator Software, collectively, as well as associated end user documentation. The use of the Services and all Software is subject to the manufacturer’s License Agreement either attached to this Exhibit or as provided with the Software



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ISDN	"Integrated Services Digital Network", a technology for providing last-mile Broadband Access to an End-User via a specialized dial-up phone line at symmetric speeds of 64kbps (single-channel ISDN) or 128kbps (dual-channel ISDN), PRI (24 channel) or BRI (2 channel)
IVR	Interactive Voice Response
IW	"Internal Wiring", connections between the MPOE and the location where the End-User wishes to place the CPE; this is required for all circuits other than ADSL and is performed by a MegaPath technician
IXC	Inter Exchange Carrier
Last-Mile Carrier	The company that provides the DSL circuit from their equipment in the CO to the End-User's premises. In providing such circuits, the Last-Mile Carrier is operating under contract to MegaPath and has no direct contractual relationship to either End-User or Subscriber.
LATA	"Local Access and Transport Area", a geographic region assigned to one or more telephone companies for providing communication services. Calls within a LATA are "Local" or "Local Toll", calls outside a LATA are "Long-Distance". Most major metro areas fall within a single LATA, except for areas like New York City that span state boundaries.
Layer-2	The second or "Data Link" layer of the Open System Interconnection ("OSI").
Layer-3	The third or "Network" layer of the Open System Interconnection ("OSI").
Layer-4	Layer 4 refers to the fourth layer in the OSI model. This layer provides transparent transfer of data between end systems, or hosts, and is responsible for end-to-end error recovery and flow control.
LCA	Local Calling Area
LDS	Local Distance Service
LEC	Local Exchange Carrier
LNP	Local Number Portability; Defined in the Telecommunications Act of 1996 as the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another
LOA	Letter of Agency / Authorization / Agreement / Authentication
Managed Network Services	Managed Network Services consist of MegaPath Managed IPsec VPN, Managed Firewall and Managed Security which includes Intrusion Detection and Prevention as well as content filtering and anti-malware
MACD	Moves, Adds, Changes, Disconnects
MB	Mega Byte, a size definition for data
MegaPath Network	The communications links, equipment, and facilities owned, operated, or contracted for by MegaPath in order to provide the Broadband Access service purchased by Subscriber. This network does not include the CPE, any inside wiring, or local area network (LAN) equipment at the End-User site, or any network links, equipment, or facilities not owned, operated or contracted for by MegaPath.
MegaPath System	MegaPath's proprietary software and any equipment or other software owned or licensed (as licensee) by MegaPath, and, to the extent that MegaPath solely controls their performance, any internal and external connections to Subscriber's network.
MIME/UU	MIME stands for Multipart Internet Mail Extensions. UU stands for Unix to Unix. To MIME/UU a file is to compress and encrypt a file or email into an archive so that it occupies less disk space.
MOU	Minutes of Usage
Mobility Client Software	The machine-executable version(s) of the client software code, including any Updates thereto, that MegaPath provides Subscriber hereunder to enable End-Users to access and use Mobility Dial. The use of Mobility Dial and all Software is subject to the License Agreement attached to this Exhibit.
MPLS	Multi-protocol Label Switched
MPOE	"Minimum Point Of Entry", the location at the End-User's premises where the ILEC places the equipment needed to connect its wires to the End-User's inside wiring
MRC	"Monthly Recurring Charge", the amount charged each month to Subscriber by MegaPath for any individual End-User Circuit
MTTR	Network Mean Time to Repair
NANP	North American Numbering Plan; a numbering architecture in which every station in the area served by the plan is identified by a unique 10-digit address
NAT	Network Address Translation; the translation of an IP address used within one network to a different IP address known within another network
NENA	National Emergency Number Association
NES	No Emergency Service. Services with this designation are provided without 911 type emergency services.
Network Operations Center or NOC	Those parts of the MegaPath System used by MegaPath to monitor Subscriber's system performance, manage the CPE and policies, and resolve technical issues.
NPA	Numbering Plan Area; also called area code
NRC	Non-Recurring Charge
NXX	Geographically bounded area designated as the area within which a LEC or CLEC may provide local exchange telecommunication services bearing a particular NPA-NXX designation



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OA	Operator Assistance
Orchestrator	Centralized management portal associated with SD-WAN Enterprise used by MegaPath and Customers. Also known as Dashboard, Portal or User Interface
OS	Operator Services
OSS	Operations Support System
PBX	Private Branch Exchange
Policy	Policy is a collection of configuration information, rules, that constitutes an effect to be applied to data communications
Policy Modification Procedure	A written procedure determined by MegaPath after consultation with Subscriber, and which describes how Subscriber's options under the Access Policy may be modified.
POP3	POP3 is the abbreviation for Post Office Protocol - a data format for delivery of emails across the Internet.
POTS	Plain Old Telephone Service; refers to the standard telephone service that most homes use
PPP	Point to Point Protocol. An Internet protocol for connecting computers over a serial line
PRI	Dedicated voice circuits that have 23 voice channels plus 1 B channel for signaling
Primary Location	Generally the End-User's headquarters if MegaPath is providing Broadband Access to that location; otherwise the End-User's location with the highest speed Broadband Access provided by MegaPath. Email and other such services are associated with the Primary Location circuit for administrative and billing purposes, but are available to all End-Users. Each End-User has only one Primary Location by definition
Production Date	First to occur of (i) the date on which Subscriber first uses the Secure Access System for non-testing, production purposes, (ii) the date on which MegaPath first makes the Secure Access System available for production use, or (iii) except to the extent that MegaPath's failure to comply with its obligations under the Services Exhibit results in a delay in Subscriber or MegaPath making the Secure Access System available for production use, the date occurring thirty (30) calendar days after the applicable Service Order Form effective date.
Professional Install	A Professional Install is one in which MegaPath utilizes a field service technician to install additional value added services such as VPN or to complete an installation to an end-user premises. This type of install is usually done after the Provider Installation, but may be done at the same time depending on the underlying circuit type and carrier.
Provider Installation	Provider Installation is defined as a basic installation (as described in the appropriate exhibit) for a circuit. The basic installation is designed to turn the circuit up so that it may be used to pass Internet traffic. The installation is usually supplied by the underlying carrier, but may also be a MegaPath contracted field technician also referred to as a Professional Install.
PSAP	Public Safety Answering Point; an answering location for 9-1-1 calls originating in a given area
PSTN	Public Switched Telephone Network; the international telephone system based on copper wires carrying analog voice data
QoS	Quality of Service
Rate Center	Geographically specified area used for determining mileage- and/or usage-dependent rates in the PSTN
RBOC	Regional Bell Operating Company
ROW	Rest of World
RTP	Real Time Protocol
Ruleset	A collection of configuration information associated with access control containing source and destination and action elements
SDSL	"Symmetric Digital Subscriber Line", a technology for providing last-mile Broadband Access Service to an End-User wherein the speed of data transmission between the End-User's premises and the CO is essentially the same in both directions
SD-WAN Enterprise Customer Portal	Centralized management portal associated with SD-WAN Enterprise used by MegaPath and Customers. Also known as Dashboard, Orchestrator or User Interface
Secondary Location	Any End-User location receiving MegaPath Broadband Access other than the Primary Location.
SSL VPN Core Services	A computer network which is provided and managed by MegaPath to a Subscriber under a Service Order Form, that uses Internet protocols and the public telecommunication system to provide access to and use of computer applications located on such Subscriber's networks to Subscriber's End Users.
Service Interruption	Total inability to transfer data from the End-User's MPOE to known operational IP addresses on the public network
Service Levels	The service level commitments applicable to the Services set forth in this Services Description.
Service Management Console	One or more web pages maintained by MegaPath specifically for Subscriber, to which only Subscriber and MegaPath have access, and by which Subscriber and MegaPath can communicate on an encrypted basis regarding Secure Access System and End User administration and management.
Service Order Form ("SOF")	A written authorization executed by Subscriber and MegaPath, which provides details of the "Services" elected by the Subscriber and the applicable fees and conditions for those services. The Service Order



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	Forms and Fees trigger MegaPath's obligation to deliver the Services to the Subscriber and the Subscriber's obligation to pay MegaPath for such Services.
Services	The services that are to be performed by MegaPath under this Services Description on behalf of a Subscriber under a Service Order Form.
SIP	Session Initiation Protocol; a protocol that provides telephony services similar to MGCP, but is less complex and uses fewer resources
SLA's	"Service Level Agreement," a set of service performance assurances and remedies applicable to various Services. Subscriber or End-User may receive these remedies by following the procedures set forth in the SLA document
SMTP	Simple Mail Transfer Protocol - a protocol used to send and receive email.
SOF	Service Order form
Spam	Unsolicited or mass distributed email
Static IP	An assigned IP address used to connect to a TCP/IP network. The IP address stays assigned to the specific host or network device, so the same address can always be used to reach that device.
Subscriber	The entity or organization under an Enterprise Master Services Agreement with MegaPath. Subscriber and Customer are used interchangeably herein.
Syslog	A server used by other hosts to remotely record logging information
T1	A technology for supplying last mile Broadband Access Service to an End-User at symmetric speeds up to 1.544 Mbps
TA	Terminal Adaptor
TCP	Transmission Control Protocol
TCP/IP	A collection of protocols that define the basic workings of the features of the Internet
TDM	Time Division Multiplexer
Tier 1 Support	(a) All phone, email or Web-based support-related communications with an End User; (b) the collection of problem incident information; (c) the gathering of system/network status and configuration information; (d) the performance of initial diagnostics; (e) review of MegaPath's technical knowledgebase for similar issues, and (f) supplying initial recommendations for problem resolution.
Tier 2 Support	(a) The assignment of appropriately trained support personnel to resolve problems; (b) development of a formal incident report including any information gathered in Tier 1 Support activities; (c) provision of diagnostic support; and (d) attempted recreation of the problem.
Tier 3 Support	The escalation of any Error that cannot be resolved via Tier 1 or Tier 2 Support efforts to MegaPath for resolution.
TN	Telephone Number
Trouble Ticket	A record created by an automated tracking mechanism within MegaPath's Technical Support department. Each Trouble Ticket is automatically time stamped at the moment a MegaPath technician takes a call or starts working an email from a Subscriber or End-User. This Trouble Ticket timestamp is used to determine the date of effective notice required for all Service Delivery Agreements; the act of "opening" a Trouble Ticket is the only way of providing effective notice for such purposes
UDP	User Datagram Protocol
Update	An updated, revised, or enhanced version of the Client or Software that MegaPath provides to Subscriber as part of the technical support services
URL	"Uniform Resource Locator," this is the address of a resource on the Internet.
VM	Voice Mail
VoIP	Voice over Internet Protocol; voice delivered using the IP address
VPN	"Virtual Private Network," is a method for connecting private networks or locations by using public networks in such a manner that it looks like a single logical network to the End-Users and applications. VPNs create encrypted virtual tunnels using industry standard protocols, such as IPSec and SSL, from End-User's remote locations to its host location(s) through MegaPath's national private network and, if needed, the Internet
VPN Equipment	The network or Subscriber premise based VPN hardware devices, associated software code, including any Updates thereto, and management infrastructure that MegaPath provides Subscriber hereunder to enable Subscriber's users to establish encrypted tunnels to the corporate network. The management infrastructure means the necessary equipment required at Subscriber's premise to provide on-going monitoring and management services, and to speed remote troubleshooting and diagnostics from the MegaPath NOC
Whitelist/Blacklist	A whitelist is one or more url's specified as an explicit "allow" action facilitating the ability for web clients to access the specified url(s). A blacklist is one or more url's specified as an explicit "deny" action facilitating the blocking of web clients to access the specified url(s)
Workaround	A set of procedures that Subscriber or End Users may follow to circumvent or mitigate the impact of an Error or security compromise, notwithstanding that the Error or compromise still exists. MegaPath may provide a temporary Workaround in lieu of a Fix.
WTN	Working Telephone Number; all of the TNs associated to the BTN
ZIP	To zip a file is to compress it into an archive so that it occupies less disk space



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II. BROADBAND ACCESS SERVICES

Description of Services

MegaPath's Broadband Access Services (Internet Access) provide a location with an always-on, high-speed data connection from the End-User's premises to the Internet.

There are six different types of Broadband Access Service covered by this Exhibit, as described below :

1. Asymmetric DSL
ADSL is well suited for locations with only a few applications requiring broadband access. ADSL is also the most widely available form of DSL, and thus is sometimes the only low-cost form of broadband access available, even to larger offices. The ADSL Broadband Access is provided via a 2-wire circuit from the End-User's premises to DSL equipment located in a nearby CO. This circuit is shared with a regular telephone line, or for ADSL Dedicated Line is delivered on its own pair of wires. This circuit is terminated at the End-User's premises via CPE provided or specified by MegaPath or a representative of MegaPath.
2. Symmetric DSL
SDSL is typically used for business purposes because the symmetric speeds enable high-speed communications both to and from the End-User's premises. The SDSL Broadband Access is provided via a 2-wire circuit from the End-User's premises to DSL equipment located in a nearby CO. Depending on the actual Last-Mile Carrier, this circuit may be shared with a regular telephone line or be delivered on a separate pair of wires. This circuit is terminated at the End-User's premises via CPE provided or specified by MegaPath or a representative of MegaPath.
3. T1
T1s are typically used for mission-critical business purposes because the symmetric speeds enable high-speed communications both to and from the End-User's premises, and because businesses have confidence in this standardized technology that has evolved over a period of several decades. MegaPath's T1 Broadband Access is available in fractional, full T1, and multiple T1 (sometimes called NxT1) bandwidths to enable the most cost-effective solution for each individual situation. Each T1 Broadband Access circuit is provided via a 4-wire solution (two pairs) from the End-User's premises to equipment located in the closest CO. This circuit is terminated at the End-User's premises via CPE either provided by or specified by MegaPath.
4. Ethernet Services
Ethernet services provide customers with symmetrical and asymmetrical Ethernet handoff options that offer customer flexibility in selecting their data solutions. The services are provisioned with copper loops or fiber. Ethernet services frequently support Quality of Service which allows the customer to manage network traffic by offering differentiated queue based priority schemes.
5. Cable
MegaPath provides Business-Class Cable Broadband Access Services. Cable Broadband Access is provided via a coaxial cable from the End-User's location to the nearest Cable Head-end. This cable line is shared with the regular cable television line. The circuit is terminated at the End-User's premises via a Cable Modem/Router either provided by or specified by MegaPath. Delivering cable service to a non-residential location may require a site survey, at no expense to Subscriber, to determine availability prior to scheduling installation of the service. Based on the site survey, additional installation fees may be required for provisioning cable service. In such cases, Subscriber will receive a quote for any additional installation fees and will have the opportunity to approve or deny the additional charges prior to incurring any such charges.
6. Other Broadband
Other Broadband services may be symmetrical or asymmetrical and include services delivered over copper, fiber or cellular facilities.

Broadband Access services listed as "Residential" on the Pricing Schedule or Fee Schedule are available only to residential locations. End-User hereby agrees to order services listed as "Residential" only for residential locations. If, after the service has been delivered, MegaPath subsequently determines that residential service has been delivered to a business location, End-User agrees to pay MegaPath the difference between the non-residential and residential Monthly Recurring Charges for the service from the time of Circuit Acceptance, and to pay the non-residential rate thereafter.

Site pre-qualification for broadband access is the result of a best-effort analysis of service availability at each site. Actual service availability at each site may vary on submission of order and cannot be absolutely determined before actual installation or site survey. If the selected type of broadband access is not available at a particular site, Subscriber may



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authorize MegaPath to substitute an alternative type of broadband access based on the Subscriber's pre-defined preference hierarchy (if available).

MegaPath supports business and professional use of its Broadband Access Services by incorporating a series of Service Delivery Commitments into each Service, as defined in the Service Level Agreement.

Each circuit is subject to a minimum Circuit Term starting from the date that circuit is first accepted by the End-User as described in Circuit Acceptance below. The Circuit Term shall be set forth in the applicable Service Order Form.

Technical and Administrative Support

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

Subscriber Responsibilities

Required End-User-Provided Facilities

Each Broadband Access type requires specific facilities at the End-User premises. The End-User is responsible to provide the facilities set forth below. The cost of these facilities is not included in either the MRC or the Activation or Installation fees charged by MegaPath.

ILEC Phone Line (Required For ADSL):

- i) End-User shall make a regular phone line available at the End-User Premises (note: this phone line is shared, i.e. it can continue to be used for regular voice service). This phone line must be provided directly by the ILEC and not a competitive Local Exchange Carrier. It must also be separate from any "hunting group" or "PBX";
- ii) End-User shall provide a jack for this phone line at the appropriate location for the CPE;
- iii) End-User shall pay all costs (both installation and monthly) associated with such phone line.

One Pair (Required For ADSL Dedicated Line, IDSL, and SDSL):

- i) End-User shall make available at least one unused pair of wires available from the ILEC at the MPOE. If trenching or other construction work is required in order to deliver such an unused pair, the costs of such trenching or construction shall be borne by End-User. MegaPath will not order such trenching or construction on behalf of End-User.
- ii) End-User shall provide inside wiring (one pair of wires) from the MPOE to the desired location of the CPE. The installation technician can typically do this inside wiring, but at an extra charge.

Two Pair (Required For T1):

- i) End-User shall make available at least two unused pairs of wires available from the ILEC at the MPOE for each T1 or fraction thereof. In some cases, disconnection of second or more phone lines may be required to free pairs (End-User must request disconnection directly to phone company) or if no physical copper is available, trenching or other construction work may be required to install new copper. The costs of such trenching or construction shall be borne by End-User. MegaPath will not order such trenching or construction on behalf of End-User.
- ii) End-User shall make available space to mount some ILEC-provided equipment at the MPOE.
- iii) End-User shall provide inside wiring (two pairs of wires) from the MPOE to the desired location of the CPE for each T1 or fraction thereof. The installation technician can typically do this inside wiring, but at an extra charge.

Cable Line (Required For Cable Internet):

- i) In some cases the local cable operator might have to trench cable into the End-User residence or office in order to get access into the premise. If there is a charge associated with this, MegaPath will inform the End-User in advance and get approval to complete this job. This one-time cost will be charged to the Subscriber and depends on the amount of work needed.

Multi Pair (Required for EoC and Bonded T1):

- i) End-User shall make available the required number of unused pairs of wires for EoC and BT1 or EoDS1 (12 Mbps) available from the ILEC at the MPOE. If trenching or other construction work is required in order to deliver such an unused pairs, the costs of such trenching or construction shall be borne by End-User. MegaPath will not order such trenching or construction on behalf of End-User.
- ii) End-User shall provide inside wiring (enough pairs of wires required for the service) from the MPOE to the desired location of the CPE. The installation technician can typically do this inside wiring, but at an extra charge.



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Service Fees and Terms

Monthly Recurring Charges

The applicable Monthly Recurring Charges ("MRC") shown in the Pricing Schedule, Fee Schedule, or SOF apply to each circuit installed for End-User.

Activation and Installation

The one-time Activation Fee (Activations may include Provider Install only or may also require a Professional Install) shown in the Pricing Schedule, Fee Schedule, or SOF will be charged for each circuit at the time of Circuit Acceptance.

SDSL, ADSL Dedicated Line (DDSL), Cable, Ethernet and T1 Services Activation Fee includes Provider Installation. Certain services may also require Professional Installation as indicated on the Service Order. For non line shared broadband (i.e. those requiring separate loop circuits,) SDSL, IDSL, Cable, and T1 services, the Provider Installation includes **only** the following services. A technician will visit the End-User premises at a time agreed to by the End-User. For circuits requiring Provider 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 (if included)
- Verify the circuit can pass traffic
- 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.
- Spend no more than 2 hours on site to achieve all of the above; additional time on site will be charged at the rate shown in the Pricing Schedule or Fee Schedule.

Broadband Access Services containing the term "Line Shared" on the Pricing Schedule or Fee Schedule allow for self-installation by the End-User (i.e. ADSL Services). For those circuits where Provider Installation was required, the End-User will be charged the Activation Fee shown in the Pricing Schedule, Fee Schedule, or SOF upon Circuit Acceptance (described below).

For line shared DSL circuits (i.e. those which could be self-installed by an end user) Activation includes only the following.

- Cross Connect In The Local Telephone Company Central Office between the voice circuit and DSL Equipment
- Activation of the DSL Service On The Voice Circuit

When Self – Install is chosen, the End-User is responsible for plugging in the CPE to an available RJ11 telephone jack, plugging in filters and splitters, and any required wiring. Alternatively, Subscriber may choose a Professional Installation, which is provided by a MegaPath technician and is further described in the Professional Installation section of this Services Exhibit and Pricing Schedule or Fee Schedule. If Subscriber elects to have MegaPath perform a Professional Installation, then Subscriber shall pay the fees set forth in the Pricing Schedule, Fee Schedule, or SOF.

Unless the description above indicates otherwise, inside wiring from the MPOE to the desired location of the CPE is not included. The technician will install or extend inside wiring for the charge shown in the Broadband Access Services section of the Pricing Schedule or Fee Schedule under "Other Fees". If the field technician deems the job to be beyond the standard installation described above, Extensive Wiring charges listed in the Pricing Schedule or Fee Schedule under "Other Fees" will apply. In this situation, MegaPath will proceed with any necessary Extensive Wiring up to the pre-approved amount listed in the Pricing Schedule or Fee Schedule. For any Extensive Wiring or Demarc Extension work that will cost more than the pre-approved amount, MegaPath will contact End-User for approval prior to performing the work. Extensive wiring may include, but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel.

In the event End-User requests or the solution requires a NID Splitter, a device used to split line shared DSL into a separate pair of wires, End-User will be charged for the NID Splitter as set forth in the Broadband Access Services section of the Pricing Schedule or Fee Schedule under "Other Fees."

Subscriber and Subscriber's End-user shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel.

Special Construction Charge

When an End User's location has insufficient facilities to support the broadband service, it may be necessary to add facilities requiring an additional "special construction charge." This charge may include line conditioning such as removal of bridge



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taps, load coils, or other equipment that is required to be moved to make the broadband circuit function as well as additional facilities. In the event this occurs, MegaPath will notify the End-User, via email, of the estimated cost of these additional construction charges as well as the estimated time to complete the work. The End-User must, via email, either decline the special construction charges or agree to pay the additional costs within 3 business days. If End-User fails to respond via email within three (3) business days then MegaPath will cancel the order for lack of facilities.

CPE Purchase, Rental or Loaner

Generally Subscriber will be required to purchase the appropriate CPE from MegaPath, but in some cases, MegaPath may rent or loan the equipment to Subscriber over the term of the Agreement. Terms and conditions related to equipment rental, loan or purchase are set forth in the Agreement. The purchase price or monthly rental price of the appropriate CPE for each Broadband Access Service is shown on the Pricing Schedule, Fee Schedule, or SOF under CPE. All CPE purchased from MegaPath includes a warranty which is the lesser of (i) one-year or (ii) the manufacturer's warranty against defects in parts or workmanship. This warranty does not cover failure due to abuse, fire, flood, lightning, acts of God, or war. Details regarding the warranty are set forth below. With regard to Cable and International Access, in cases where the price is zero, the price of the Cable Modem/Router is included in the Monthly Recurring Charge (MRC) of the Access Service. In this case, the Access Modem/Router remains the property of MegaPath or of the Access Operator at all times, and must be returned to MegaPath or the Access Operator when the service is cancelled or terminated. If the End-User fails to return the Access Modem/Router, MegaPath will charge the End-User the total cost of the Access Modem/Router. When any other CPE is rented or loaned, the CPE remains the property of MegaPath at all times, and must be returned to MegaPath when the service is cancelled or terminated. If the End-User fails to return the rented or loaned CPE, MegaPath will charge the End-User ninety percent (90%) of the then current list price of the CPE. Failure to return CPE in a timely manner may also result in RMA regeneration charges as set forth in the Pricing Schedule or Fee Schedule.

Purchase, Rental (for a fee) or Loan (without fee) of CPE includes the following:

1. Pre-configure CPE for Initial Deployment
 - a. For CPE provided by MegaPath, MegaPath will procure, stage, and configure CPE.
2. Package & Address CPE for Initial Shipment to Each Site
 - a. For CPE provided by MegaPath, after configuring CPE, MegaPath will package it and address it for shipment to the appropriate site. MegaPath will ship CPE (in some cases shipment or delivery by technician will be done on behalf of MegaPath.) Shipping charges are an additional fee.
3. Provide CPE Tech Support & Troubleshooting
 - a. MegaPath NOC technicians will provide telephone-based technical support 24 hours per day, 365 days per year, to troubleshoot and resolve any CPE related issues pertaining to the Subscriber's MegaPath-provided network connectivity.
4. Provide Online Access to CPE-related Trouble Tickets
 - a. MegaPath will provide the Subscriber with the ability to view trouble tickets pertaining to CPE router related issues via MegaPath's web-based customer management portal.
5. Manage In-Warranty Repair of Purchased CPE
 - a. During the warranty period, MegaPath at its sole discretion will in good faith reasonably determine whether the purchased CPE is defective and requires replacement. If MegaPath determines that replacement CPE is required, MegaPath will ship the replacement CPE that same business day at Subscriber's expense if requests are submitted before 2:00 PM CST* (see exclusions below). 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 fifteen (15) business days, the Subscriber will be charged full price for the replacement CPE.
 - b. If the manufacturer does not honor the warranty for any reason, Subscriber will be charged ninety percent (90%) of the then current list price (checking to see if system generates 90% of then-current list) for the replacement CPE.
6. Manage Ongoing Repair/Replacement of Rented or Loaned CPE
 - a. For the duration of the Service, MegaPath will at its sole discretion 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 its expense if requests are submitted before 2:00 PM CST* (see exclusions below.) MegaPath will provide End-User with a 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 fifteen (15) business days, the Subscriber will be charged ninety percent (90%) of the then current list price for the replacement CPE.
 - b. If Subscriber is renting the CPE, then during the Initial Service Term or any Renewal Service Term, as long as Subscriber is fully paid on all billed rental fees, 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. All rented CPE provided as a replacement after the first twelve (12) months



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- of the Initial Service Term shall carry a new twelve (12) month warranty, during which time additional replacement CPE shall be provided at no additional cost.
- c. A CPE warranty fee as set forth in the Pricing Schedule or Fee Schedule ("CPE Warranty Fee") will automatically be billed to Subscriber for each piece of loaned CPE. In exchange for the CPE Warranty Fee MegaPath will replace loaned CPE at no additional cost to Subscriber, unless such replacement is necessitated by Subscriber's negligence and so long as Subscriber is fully paid on all other rental fees. Subscriber may opt out of the CPE Warranty Fee by providing written notice to MegaPath, in which case any replacement of loaned CPE will be paid for by Subscriber. In all cases, if Subscriber requests express shipping of replacement CPE, then Subscriber shall pay the express shipping fees.
 - d. If the customer has rental or loaner CPE and purchases other services that require different CPE, MegaPath will ship the replacement CPE at the Subscriber's expense. MegaPath will provide End-User with a RMA number and return address (included with the replacement CPE), and End-User shall return the CPE, with the RMA number clearly visible on the outside of the packaging, to the specified address. If the CPE is not received within fifteen (15) business days, the Subscriber will be charged ninety percent (90%) of the then current list price for the replacement CPE.
7. Track CPE Configuration & Firmware Version
 - a. MegaPath will track which version of firmware and configuration is installed on each of the End-user's CPE that is provided and managed by MegaPath.
 8. Perform Configuration Changes As Required
 - a. If MegaPath determines that CPE configuration changes are required, MegaPath shall perform the configuration changes.
 - b. MegaPath will also implement Subscriber requested CPE configuration changes, upon approval by MegaPath, for an additional fee as described in the "Pricing Schedule" or "Fee Schedule".
 9. Upgrade CPE Firmware With New Versions As Needed
 - a. If MegaPath determines that a CPE firmware upgrade is required to support services supplied by MegaPath, MegaPath shall perform the upgrade at no cost to the customer.

Specifications for CPE are subject to change without notice. The latest specifications can be found on the respective CPE manufacturers' websites.

* Certain underlying distributors, require direct control of replacement CPE within part or all of the first year of the Circuit Term, without commitment regarding replacement timeframe. In these cases, MegaPath will facilitate the replacement of the CPE and make all reasonable efforts to meet replacement timeframe.

Except as specifically provided in this Agreement, MegaPath takes no responsibility for problems of any kind with any CPE that Subscriber purchases under this Agreement.

Early Termination and Service Change Fees

All Broadband Access Services are sold subject to a minimum Circuit Term for each circuit. This Circuit Term is set forth in the Service Order Form and is also generally noted in the Agreement. The Circuit Term begins on the Date of Acceptance as defined below.

If a Broadband Service is disconnected or terminated prior to the end of the initial Circuit Term, by MegaPath due to a breach of this Agreement, or by Subscriber or End-User for any reason other than a reason permitted by the Agreement and this Services Exhibit, then End-User hereby agrees to pay the Early Termination fee set forth in the Master Services Agreement or the Pricing Schedule or Fee Schedule as the case may be. The Early Termination Fees for Broadband Services are in addition to any applicable Early Termination Fees for other services utilizing the broadband service.

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

Missed Appointment Fees

If End-User orders Broadband Access Service or any other MegaPath services with a Provider and/or Professional Installation or requests any on site dispatch requiring MegaPath to send a person to End-User's premises, End-User commits to be available on the appointed day such that MegaPath's contracted technician will have access to perform the installation. If End-User fails to meet this commitment, then End-User hereby agrees to pay the Missed Appointment fee for each incident set forth in the Pricing Schedule or Fee Schedule under Professional Installation Services.

Optional Services

The services shown as "Included" on the "Included and Optional Services" page in the "Pricing Schedule" or "Fee Schedule" are included with each Broadband Access circuit. Optional Services can be added at any time. Optional services can be removed at any time in which case, associated Early Termination Fees would apply. Monthly Recurring Charges for



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Optional Services will be charged for the entire month during which such services are provided, i.e. such charges are not prorated for partial months.

The MRC for the Broadband Access Services assumes that MegaPath can present one consolidated invoice each month and receive one payment for all circuits ordered under this Agreement. If End-User wishes some circuits to be invoiced separately, then MegaPath reserves the right to assess a surcharge for all such separately invoiced circuits.

Proactive Monitoring

MegaPath's Proactive Monitoring Service provides proactive monitoring for circuits on a 7x24x365 basis. (i.e., up/down status). This service is only available in conjunction with a MegaPath-provided service and requires a Static pingable IP address. MegaPath will ping the static IP at regular intervals to determine circuit status. Once MegaPath deems the circuit to be down, it will automatically open an internal trouble ticket and notify the Subscriber by email. Subscribers may select one or multiple email recipient(s) for such notifications. Within the customer portals Subscribers may disable or schedule ticketing and notification. MegaPath may disable ticketing and notification during published Maintenance Windows. Proactive Monitoring metrics are for information purposes only and may not be used for Circuit SLA claim purposes.

IP Address Space

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

Conditions Upon Service Delivery

Data Throughput

Both the Internet and MegaPath's network infrastructure are packet networks, taking advantage of statistical multiplexing. Data throughput in any particular use is also constrained by the power of the machine at the other end of the transmission, that machine's instantaneous and average loading with other users, and the infrastructure connecting that machine to its data transmission path. Broadband access via Cable and ADSL are always provided on a "reasonable commercial efforts" basis. The underlying last mile providers make no warranty as to the speed that will actually be achieved, only to the maximum speed available.

Because all these factors are totally out of MegaPath's control, MegaPath makes no commitment regarding data throughput, i.e. the total amount of data that can be transferred over a period of some time. Further, MEGAPATH MAKES NO REPRESENTATION OR WARRANTY THAT A CABLE OR ADSL BROADBAND ACCESS CIRCUIT WILL OPERATE AT ANY SPECIFIC SPEED.

If an End-User is consistently receiving net data throughput rates under 75% of the Accepted Circuit Speed (as defined below), except for Cable, ADSL and DDSL Broadband Access, the End-User may request MegaPath's technicians to confirm there is no reason within MegaPath's control (e.g. excessive packet loss) to cause such degradation of throughput. If the causes found are within MegaPath's control, then MegaPath will correct the problem and provide remedies to the End-User according to the terms set forth in the Service Level Assurances.

However, if MegaPath determines that the cause of the problem is not within MegaPath's direct or indirect control, i.e. the problem lies outside infrastructure owned or contracted for by MegaPath, or if the cause of the problem cannot be determined, then MegaPath will provide customer with the option of deploying alternate access technology at the affected location. Should subscriber choose to keep existing access connection, MegaPath shall have no liability to End-User for such problem and End-User shall continue to be bound by the terms of this Agreement.

Circuit Acceptance

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

Self-Installation: MegaPath will inform Subscriber and End-User when the Last Mile Carrier has provisioned the DSL service onto the shared phone line and the circuit is ready for turn-up. End-User shall then complete self-installation of the CPE, and contact MegaPath to complete the circuit turn-up procedure as instructed in the welcome letter included with the CPE. If the circuit functions within the speed range originally ordered, then Subscriber is deemed to have accepted this circuit when the turn-up procedure is complete. If End-User does not complete the turn-up procedure within 5 business days from the date that MegaPath informed End-User and Subscriber that the circuit



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is ready for turn-up, and has not opened a Trouble Ticket indicating that there is a problem with the circuit, then Subscriber shall be deemed to have accepted the circuit at the originally ordered speed.

Provider Installation: Delivery of any circuit with Provider installation is completed by the underlying access provider technician or MegaPath contracted technician who installs any internal wiring required, connects the CPE, and tests the entire circuit to ensure its proper operation. If the circuit functions at the speed acceptable based on the SLAs of the service originally ordered by Subscriber, then Subscriber is deemed to have accepted this circuit when the underlying access provider technician completes his or her test. Please refer to the SLAs for acceptable speeds levels for individual access services.

During installation, if the circuit cannot function at the originally ordered speed or speed range, but does operate reliably at some lower speed or speed range, MegaPath will inform Subscriber via email of the actual speed obtainable. Subscriber shall have five (5) business days in which to either accept or reject the circuit at the lower speed. If Subscriber fails to respond within that period, Subscriber will be deemed to have accepted the circuit at the lower speed or speed range.

If the circuit cannot function at the originally ordered speed or speed range and Subscriber chooses to reject the circuit, MegaPath shall impose no cancellation or early termination fee. MegaPath will provide End-User with a RMA number and return address, and End-User shall return any CPE, with the RMA number clearly visible on the outside of the packaging, to the specified address within 15 business days. If the CPE is not returned in working condition within 15 business days, MegaPath will charge Subscriber for ninety percent (90%) of the cost of the CPE.

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

If the circuit is a symmetrical speed circuit such as T1, BT1, SDSL or Ethernet (e.g. Ethernet over Copper), the originally ordered speed or such lower speed as accepted by Subscriber shall be the Accepted Circuit Speed. If the circuit is an asymmetrical speed circuit such as (ADSL or Ethernet asymmetrical), the acceptable speed as defined by the SLAs for the originally ordered service or such lower speed range as accepted by Subscriber shall be the Accepted Circuit Speed Range.

CABLE BROADBAND ACCESS SPEEDS VARY FROM TIME TO TIME, DEPENDING ON HOW MANY USERS ARE ON THE NETWORK AT THAT GIVEN TIME. THE SPEED ORDERED IS THE MAXIMUM ATTAINABLE SPEED THAT THE END-USER CAN GET UNDER IDEAL CONDITIONS, AND IT IS POSSIBLE THAT THOSE SPEEDS ARE NOT AVAILABLE AT THE TIME OF INSTALLATION. AS LONG AS THE TECHNICIAN CAN CONFIRM CONNECTIVITY TO THE INTERNET, THE INSTALLATION WILL BE CONSIDERED COMPLETE. Cable broadband access speeds vary from time to time, depending on how many users are on the network at that given time. The speed ordered is the maximum attainable speed that the end-user can get under ideal conditions, and it is possible that those speeds are not available at the time of installation. As long as the technician can confirm connectivity to the internet, the installation will be considered complete.

Billable Repair Dispatch

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

III. INTERNATIONAL ACCESS SERVICES

Description of Services

MegaPath's International Access Services ("International Access") provide a location outside the Domestic United States Footprint with the ability to have an always-on high-speed data connection from the End-Users premises in a global location to the Internet. International Access types use the same technologies described in previously written sections, including but not limited to: Broadband Access Services, Satellite Access Services, Wireless Broadband Services and DS3 Broadband Services, and Fiber based Services. Some bandwidth speeds may change due to metric/measuring system used in Rest of World (T1 vs E1).

Site pre-qualification for International Access will be prepared as a Budgetary and Firm Quote. All Quotes for International Access is on an ICB ("Individual Case Basis") and will vary by country, speed and technology type. All installation timeframes are also on an ICB. Actual service availability at each site may vary based on submission of order and cannot be absolutely determined or guaranteed prior to actual installation.



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MegaPath supports business use of its International Access with no Service Delivery Commitments or SLAs. In the event any issues arise, MegaPath will use commercially reasonable efforts to get the circuit to operate as described within a reasonable amount of time. Each International Access circuit is subject to a minimum Service Term (including Renewal Service Terms) of at least 12 months which begins from the date that service is first accepted by the Subscriber as described in Service Acceptance below. International Access cannot be purchased on a month to month basis.

Technical and Administrative Support

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

Service Fees and Terms

Monthly Recurring Charges

Subscriber is responsible for the payment of all charges for Services furnished by MegaPath as shown in the Pricing Schedule, Fee Schedule, or SOF. Except as expressly set forth herein, all fees and charges are nonrefundable.

Service Acceptance

Subscriber will be deemed to have accepted service upon installation and verification of International Access services by a technician unless Subscriber opens a trouble ticket at that time to inform MegaPath that the Service is not functioning properly. In this case, it occurs as soon as the service is functioning properly and the trouble ticket is closed.

Activation and Installation

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

Service Relocation

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

Service Level Agreements

All International Access services are provided on a best effort basis. MegaPath does not provide any SLAs and/or warranties for International Access services. In addition, notwithstanding anything in the Subscriber's Master Services Agreement or any other agreement, Subscriber acknowledges that MegaPath does not provide any warranty with respect to any aspect of the International Access services.

Early Termination and Service Change Fees

All International Access services are sold subject to a minimum Service Term of 12 months and are not available on a month to month basis. The Service Term begins on the Date of Acceptance as defined above under Service Acceptance.



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If the International Access is disconnected or terminated prior to the end of the currently active Circuit Term (initial or renewal terms), by MegaPath due to a breach of this Agreement or by Subscriber, Subscriber agrees to pay the Early Termination fee set forth in the Master Services Agreement or Pricing Schedule or Fee Schedule (as applicable). In this case, Early Termination Fees for International Access service are in addition to any other applicable Early Termination Fees with other services.

Other fees may apply if Subscriber's End-User requests changes to the International Access service. These fees are set forth in the Pricing Schedule, Fee Schedule, or SOF.

IV. THIRD PARTY BROADBAND ACCESS SERVICE

Description of Services

MegaPath offers Third Party Broadband Access Service where MegaPath does not have other terrestrial access service available. MegaPath will provision and support services from third party broadband access providers. MegaPath will only provision services that meet Subscriber's pre-defined Provisioning Rules (as further explained below, including but not limited to access type, speed, IP options, and price range). Specifically, MegaPath will find, order, install, and support the required broadband access on behalf of Subscriber and/or Subscriber's End-Users.

Subscriber Responsibilities

Required Subscriber-Provided Facilities and Responsibilities

The Subscriber or End-User is responsible to provide the facilities set forth below. Except where noted, the cost of these facilities is not included in either the MRC or the Activation or Installation fees charged by MegaPath.

ILEC Line: (for line shared DSL)

- i) Subscriber shall make a regular phone line available at the End-User Premises (note: this phone line is shared, i.e. it can continue to be used for regular voice service). This phone line must be provided directly by the ILEC and not a competitive Local Exchange Carrier. It must also be separate from any "hunting group", "PBX", or alarm system; Alternatively, MegaPath can provision an ILEC Phone Line on behalf of Subscriber or Subscriber's End-User for the fees shown in the Pricing Schedule or Fee Schedule, "Analog Line Provisioning."
- ii) Subscriber shall provide a jack for this phone line at the appropriate location for the CPE.
- iii) Subscriber shall pay all costs (both installation and monthly) associated with such phone line.
- iv) Subscriber shall provide Local Area Network (LAN) wiring between the MegaPath router and the computer(s) to be served.

One Pair: (for non-line shared DSL)

- i) Subscriber shall make available at least one unused pair of wires available from the ILEC at the minimum point of entry (MPOE). If trenching or other construction work is required in order to deliver such an unused pair, the costs of such trenching or construction shall be borne by Subscriber. MegaPath will not order such trenching or construction on behalf of Subscriber.
- ii) Subscriber shall provide inside wiring (one pair of wires) from the MPOE to the desired location of the CPE. The MegaPath installation technician can do this inside wiring, but at an extra charge.
- iii) Subscriber shall provide Local Area Network (LAN) wiring between the MegaPath router and the computer(s) to be served.

Cable Line: (for Cable)

- i) In some cases the local cable operator might have to trench cable into the subscriber residence or business in order to get access into the premise. If there is a charge associated with this, MegaPath will inform the subscriber in advance and get approval to complete this job. This one-time cost will be charged to the Subscriber and depends on the amount of work needed.

In addition to the Facilities Required described above, each Subscriber is responsible for providing the following:

Letter of Authorization:

- i) At the request of MegaPath, Subscriber shall provide a signed Letter of Authorization allowing MegaPath to provision and support Third Party Broadband services on the Subscriber's behalf. At the request of MegaPath, if the End User is to be billed by the Third Party Access Provider, then each End User shall provide a signed Letter of Authorization allowing MegaPath to provision and support Third Party Broadband services on the End User's behalf.

Defined Provisioning Rules:



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- i) Subscriber shall provide completed provisioning rules to MegaPath for provisioning of Third Party Broadband services. MegaPath will provide a standard set of provisioning rules and will guide Subscriber through completion of the document.

Service Fees and Terms

Monthly Recurring Charges

Each Third Party Broadband carrier will assess its own Monthly Recurring Charges, based on its own marketing and pricing practices, and will invoice such charges to Subscriber. MegaPath cannot guarantee a service price, but will make commercially reasonable efforts to provision service within the defined Provisioning Rules. MegaPath is not responsible for, nor does it have any control over any applicable underlying provider charges.

In addition, MegaPath assesses a monthly fee to Subscriber for each Third Party Broadband circuit supported. The Monthly Recurring Charges ("MRC") shown in the Pricing Schedule or Fee Schedule applies to the support of each Third Party Broadband access circuit.

PRICING AND FEES FOR THIRD PARTY BROADBAND ACCESS SERVICE ARE SET BY THE THIRD PARTY PROVIDERS AND ARE NOT SUBJECT TO DISCOUNTS, FEE WAIVERS OR OTHER SPECIAL PRICING FOR OTHER TYPES OF SERVICES UNDER AN MSA UNLESS THE PARTICULAR SPECIAL PRICING EXPLICITLY STATES OTHERWISE. ADDITIONALLY, ONLY THE SUPPORT FEE CHARGED BY MEGAPATH FOR THIRD PARTY BROADBAND ACCESS SERVICE SHALL COUNT TOWARD THE MINIMUM MONTHLY COMMITMENT CALCULATION.

CPE Purchase

Each Third Party Broadband carrier may assess its own equipment charges, based on its own marketing and pricing practices, and will bill such charges to Subscriber directly. MegaPath cannot guarantee the equipment price, but will make commercially reasonable efforts to provision service within the defined Provisioning Rules. MegaPath is not responsible for, nor does it have any control over any applicable underlying provider charges.

In addition to the Third Party Access Provider's equipment, Subscriber may be required to purchase a MegaPath provided router, at MegaPath's sole discretion, that is installed behind the carrier's equipment. If required, pricing for this equipment will be listed in the Pricing Schedule, Fee Schedule, or SOF.

Activation and Installation

Each Third Party Broadband provider will assess its own Activation and Installation fees, based on its own marketing and pricing practices, and will bill such charges to Subscriber. MegaPath cannot guarantee the activation and installation price, but will make commercially reasonable efforts to provision service within the defined Provisioning Rules. MegaPath is not responsible for, nor does it have any control over any applicable underlying provider charges.

In addition, MegaPath will assess a one-time Activation Fee as set forth in the Activation section of the Pricing Schedule or Fee Schedule for provisioning of each Third Party Broadband circuit for Subscriber.

Self-Installation: If the Subscriber requests a self-installation, the Third Party Access Provider will provide its self-installation kit and MegaPath will provide its router. MegaPath will then schedule and conduct a Remote Telephone Assisted Installation of all access equipment with the Subscriber or End User. However, in some cases, Third Party Access Providers require Professional Installation. In these cases, the Third Party Access Provider will provide and install its own equipment. MegaPath will then provide its router, schedule and conduct a Remote Telephone Assisted Installation of the MegaPath-provided equipment with the Subscriber or End User.

Professional Installation: If the Subscriber requests or requires a Professional Installation (for an additional fee as described in the Pricing Schedule or Fee Schedule) instead of Self-Installation, the Third Party Access Provider will provide its self-installation kit; and MegaPath will provide its CPE and will schedule and conduct a Professional Installation as described in the Professional Installation Services portion of the services exhibit. However, in some cases, third party providers require Provider Installation. In these cases, the Third Party Access Provider will provide and install its own equipment. MegaPath will then provide its router, schedule and also conduct a Professional Installation of the MegaPath provided equipment for the subscriber or End User.

Each Third Party Access Provider will assess its own Self Installation or Provider Installation fees, based on its own marketing and pricing practices, and will bill such charges to Subscriber directly. MegaPath cannot guarantee a price until actual order placement.

For non-shared line circuits (i.e. those requiring separate loop) the technician will:

- Connect End-User supplied inside wiring to the MPOE



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- Install a jack at the CPE location and connect it to End-User supplied inside wiring
- Connect and configure the CPE (both Third Party Access Provider CPE and MegaPath router)
- Verify proper performance of the circuit.
- Spend no more than 2 hours on site to achieve all of the above; additional time on site will be charged at the rate shown in the "Pricing Schedule" or "Fee Schedule."

The technician may install or extend inside wiring. If this inside wiring work is performed by a Third Party Access Provider technician, the Third Party Access Provider will bill such charges to Subscriber directly. If this inside wiring work is performed by a MegaPath contracted technician as part of a Professional Installation, please refer to the Pricing Schedule or Fee Schedule and Professional Installation and Repair Services section of this Service Exhibit for pricing and information.

Special Construction Charge

When an End User's location has insufficient copper facilities to support the extra loop needed for broadband service, it may be necessary to add facilities requiring an additional "special construction charge." This charge may include line conditioning such as removal of bridge taps, load coils, or other equipment that is required to be moved to make the broadband circuit function as well as additional copper facilities. In the event this occurs, MegaPath will notify the Subscriber, via email, of the estimated cost of these additional construction charges as well as the estimated time to complete the work. The Subscriber must, via email, either decline the special construction charges or agree to pay the additional costs within 3 business days. If Subscriber fails to respond via email within three (3) business days then, MegaPath will cancel the order for lack of facilities.

Early Termination and Service Change Fees

The Third Party Broadband Access Service is provisioned and supported subject to a minimum one year Circuit Term for each broadband access line that is provisioned. This Circuit Term begins on the date of Circuit Acceptance defined below. Without regard to Circuit Acceptance, MegaPath may pass through any charges from the underlying carrier for the Service to Subscriber upon receipt of an invoice from the underlying carrier.

If prior to the end of a circuit's initial Circuit Term, Subscriber cancels or disconnects the circuit for any reason other than a reason permitted by the Agreement and this Services Exhibit, or if MegaPath cancels or disconnects a circuit due to a breach of this agreement by Subscriber, then Subscriber hereby agrees to pay the Early Termination fee set forth in the Agreement or Pricing Schedule or Fee Schedule as the case may be, in addition to any applicable underlying provider charges, including, but not limited to third party provider early termination fees.

Other fees may apply if Subscriber requests changes to the third party broadband access service; these fees are set forth in the Pricing Schedule or Fee Schedule.

Optional Services

Optional Analog Line Provisioning

If requested by Subscriber, and required for Third Party Broadband Access, MegaPath will provision an analog ILEC Phone Line on behalf of Subscriber and/or Subscriber's End Users. MegaPath will assess the Analog Line Provisioning fee shown on the Pricing Schedule or Fee Schedule, "Analog Line Provisioning", under "Optional Services." In addition, all charges for the Analog line will be billed directly to Subscriber or End User as required from the analog line provider.

Optional Customer Provided Access

If requested by Subscriber, MegaPath will provide on-going technical support for existing Subscriber or End User broadband lines. Subscriber or End user is responsible for providing all line details requested by MegaPath that are necessary to properly support the broadband line. MegaPath will assess the monthly recurring and non-recurring Customer Provided Access fees shown in the Pricing Schedule or Fee Schedule, "Customer Provided Access", under "Optional Services." MegaPath is not able to provide consolidated billing services for Customer Provided Access.

Optional Consolidated Billing

If requested by Subscriber, and allowed by the Third Party Access Provider or telephone company, MegaPath will arrange for the Third Party Access Provider and/or telephone company to send the invoice to a MegaPath facility. MegaPath will validate, consolidate and pass through these charges on one bill to Subscriber. For providing this service, MegaPath will assess the Consolidated Billing fee shown on the Pricing Schedule or Fee Schedule, "Consolidated Billing," under "Optional Services" for each circuit at each location. MegaPath will allow Subscriber to participate in any dispute resolution process to the extent permitted by the Third Party Providers; provided, however, that all Third Party Access Provider charges must be paid within the payment time period defined in the Agreement, including any disputed items. All credits from Third Party Providers for successfully dispute items will be passed through to Subscriber upon receipt by MegaPath. Consolidated



Services Exhibit

Billing services may be suspended or terminated entirely or in part at any time at MegaPath's sole discretion at which time any applicable Third Party Access invoices will be sent to the Subscriber for direct billing. Subscriber retains ultimate responsibility for timely payment of all Third Party Access Provider charges.

Prior to implementation of Consolidated Billing Service, Subscriber will deposit with MegaPath an amount equal to twice the anticipated Consolidated Billing invoices measured as of the conclusion of the initial deployment of the Services ("Services Deposit"). In the event that the Subscriber defaults upon or fails to make any payment as scheduled, MegaPath shall have the right, upon immediate notification to the Subscriber, to apply the Services Deposit to the outstanding amounts thirty (30) days past due if Subscriber has not paid the amounts due in such notice. MegaPath shall then give Subscriber immediate notice that the Services Deposit has been used and Subscriber shall replenish it. If Subscriber fails to replenish the Services Deposit within ten (10) days, then MegaPath shall have the right to suspend any and all Services for the account of the Subscriber and to forward all further invoices to Subscriber for direct payment until such time as the account is brought completely current and the Services Deposit is replenished. The address to which such invoices shall be forwarded is set for in the Agreement. The amount of the Services Deposit shall be adjusted annually, upon the anniversary of the Effective Date, to an amount equal to twice the average Consolidated Billing invoices processed in the previous three months. The Services Deposit must be maintained until Services are canceled and all outstanding invoices paid, at which time the balance of the Services Deposit will be reimbursed.

IP Address Space

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

Conditions Upon Service Delivery

Data Throughput

Both the Internet and Third Party Access Provider network infrastructures are packet networks, taking advantage of statistical multiplexing. Data throughput in any particular use is also constrained by the power of the machine at the other end of the transmission, that machine's instantaneous and average loading with other users, and the infrastructure connecting that machine to its data transmission path.

MegaPath will provision Third Party Broadband Access Services that have advertised upstream and downstream speeds that meet or exceed those required in the Subscriber's Provisioning Rules described above. However, the underlying Third Party Access Providers make no warranty as to the speed that will actually be achieved, only to the maximum speed available. CONSEQUENTLY MEGAPATH MAKES NO REPRESENTATION OR WARRANTY THAT A THIRD PARTY BROADBAND ACCESS CIRCUIT WILL OPERATE AT ANY SPECIFIC SPEED.

Circuit Acceptance

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

Self-Installation: MegaPath will inform End-User and Subscriber when the Third Party Access Provider has provisioned the DSL service onto the shared phone line and the circuit is ready for turn-up. MegaPath will then contact the End User to schedule a Telephone Assisted Install to complete the circuit turn-up (installation of third party access provider self-install equipment and installation of the MegaPath provided router). **Third Party Broadband Access Service speeds vary depending on many factors controlled by the Third Party Access Provider. The speed ordered is the maximum attainable speed that the Subscriber can get under ideal conditions, and it is possible that those speeds are not available at the time of installation. As long as the MegaPath technician can confirm connectivity to the Internet, the installation will be considered complete and the Subscriber shall be deemed to have accepted the circuit.**

If End-User does not schedule and complete the turn-up procedure within 5 business days from the date that MegaPath informed Subscriber and End-User that the circuit is ready for turn-up, then MegaPath will complete/close the order and Subscriber shall be deemed to have accepted the circuit. End User will be required to open a trouble ticket to complete an install on a completed/closed order.

Professional Installation: Delivery of any circuit with Professional Installation is completed by a MegaPath-contracted technician who installs any internal wiring required, connects the Third Party Access Provider CPE and the MegaPath router, and tests the entire circuit to ensure its proper operation. MegaPath or its contractor will contact the End User to schedule a Professional Installation. **Third Party Broadband Access Service speeds vary depending on many factors controlled by the Third Party Access Provider. The speed ordered is the maximum attainable speed that the Subscriber can get under ideal conditions, and it is**



Services Exhibit

possible that those speeds are not available at the time of installation. As long as the MegaPath contracted technician can confirm connectivity to the Internet, the installation will be considered complete and the Subscriber shall be deemed to have accepted the circuit.

If End-User does not schedule and complete the Professional Installation procedure within 5 business days from the date that MegaPath or a MegaPath contractor informed Subscriber and End-User that the circuit is ready for turn-up, then MegaPath will complete/close the order and Subscriber shall be deemed to have accepted the circuit. End User will be required to open a trouble ticket to complete an install on a completed/closed order.

V. SATELLITE ACCESS SERVICE

Description of Services

MegaPath's Satellite Access is a commercial grade service using satellite technology that is built on a VSAT-based ("very small aperture terminal") broadband connectivity platform. It is a turnkey solution that provides, subject to the terms of this Exhibit and the Master Services Agreement, connectivity, hardware (satellite dish or modem), installation, ongoing support and billing. Support for additional services, including but not limited to on-site maintenance, and Private Network connectivity or VPN connectivity may be made available at an additional charge.

To ensure equitable throughput for all satellite subscribers, MegaPath adheres to the underlying provider's Fair Access Policy. The Fair Access Policy establishes an equitable throughput by service plan for all satellite customers. To ensure this equity, customers may experience a temporary throughput limitation if their usage exceeds the data transfer allowance within any 24 hour period, as set forth in the Pricing Schedule or Fee Schedule

Subscriber Responsibilities

Subscriber must have a representative at each site available for a phone Site Survey for each site at which Subscriber wants to have Satellite service installed and activated. MegaPath shall have no obligation to Subscriber until MegaPath's Satellite carrier completes the phone Site Survey, after which time this Exhibit and the Agreement between MegaPath and Subscriber shall govern the subsequent installation and use of the service. 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, and respond with either an acceptance, or with a denial; each refusal shall be accompanied with the reasons why Satellite 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 service 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 Pricing Schedule or Fee Schedule) per incidence. Non-standard installations may be accommodated on a quotation basis.

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 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.

Service Fees and Terms

Service Monthly Recurring Charges



Services Exhibit

The Monthly Recurring Charge ("MRC") shown in the Pricing Schedule or Fee Schedule applies to each Satellite service site installed for Subscriber.

Equipment and Installation Purchase

All CPE purchased from MegaPath includes a warranty, which is the lesser of (i) one-year or (ii) the manufacturer's warranty against defects in parts or workmanship. This warranty does not cover failure due to abuse, fire, flood, lightning, acts of God, or war. The activation and installation is built into the Equipment and Installation costs listed in the Pricing Schedule or Fee Schedule. Non-standard installations will be dealt with on a case-by-case basis and charges will be in addition to the standard prices. Agreement effective date and agrees to be liable for all payments. Subscriber acknowledges and agrees that if the Agreement terminates prior to full payment of the Equipment for any reason, Subscriber will remain liable for all payments for Equipment pursuant to the terms of the Agreement as signed.

Standard installations include those 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:

- Install the Equipment, which shall consist of:
 - o One elliptical antenna assembly with dual LNBs for both receive and transmit (a 1.2 meter antenna will be supplied as necessary to support certain Services and certain geographic locations as deemed necessary by MegaPath)
 - o One 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 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
- Commission the VSAT
- 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 Pricing Schedule or Fee Schedule and becomes the property of Subscriber upon installation. Subscriber retains possession of the Equipment upon termination of service (provided that Subscriber has paid all fees and charges associated with the service 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 Pricing Schedule or Fee Schedule, 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 features, unique conditions or 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 service 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 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.

Early Termination



Services Exhibit

The Circuit Terms for Satellite service are set forth in the Service Order Form. The Circuit Term begins upon Service Acceptance as defined below.

If, prior to the end of initial Circuit Term, Subscriber disconnects or cancels the service for any reason, or if MegaPath disconnects or cancels a circuit due to a breach of the Agreement or any terms and conditions by Subscriber, then Subscriber hereby agrees to pay all applicable Early Termination Fees as set forth in the Agreement or the Pricing Schedule or Fee Schedule as the case may be.

Optional Services

On-Site Maintenance Plans

MegaPath offers two (2) standard on-site maintenance plans for each site for which service is ordered. Both maintenance plans provide on-site Equipment repair or replacement by a MegaPath repair technician, if required, in the event of equipment malfunction at a Site. All on-site visits are scheduled to occur between 8:00am and 5:00pm local time. A technician will respond to a Subscriber's call the next business or calendar day (depending on the maintenance plan selected), provided that MegaPath receives the call from the Subscriber or End User by 10:00 a.m. local time. The maintenance plans are:

- Next Business Day – On-site coverage the next business day Monday through Friday excluding holidays.
- Next Day – On-site coverage the next calendar day.

The monthly fee for each plan is set forth in the Pricing Schedule or Fee Schedule.

Maintenance does not include removal of ice and snow from the outdoor Equipment. Such removal is Subscriber's responsibility. Failure to keep the Equipment free of ice and snow will result in impairment of service performance and reduction in data throughput rates. Subscriber may elect to purchase an anti-ice system for an additional charge as set forth in the Pricing Schedule or Fee Schedule. Subscriber will be charged an additional site visit fee for service calls resulting from ice and snow buildup or due to failures of Subscriber-provided equipment or facilities. Subscriber will pay MegaPath an Aborted Site Maintenance Fee if Subscriber is not available at the site to receive the technician.

Conditions Upon Service Delivery

Data Throughput

Data throughput rates for each user device will vary based upon the total number of devices connected to the satellite CPE and the number of devices simultaneously accessing the service; data throughput may also be affected by weather and atmospheric conditions in some circumstances. Data throughput in any particular use is also constrained by the power of the machine at the other end of the transmission, that machine's instantaneous and average loading with other users, and the infrastructure connecting that machine to its data transmission path. Because all these factors are totally out of MegaPath's direct or indirect control, MegaPath makes no commitment regarding data throughput, i.e. the total amount of data that can be transferred over a period of some time. Further, MEGAPATH MAKES NO REPRESENTATION OR WARRANTY THAT SATELLITE SERVICE WILL OPERATE AT ANY SPECIFIC SPEED.

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 a public Internet Satellite link), Citrix™ and application serving platforms, distributed computing applications, remote control application, and online interactive games. Satellite service 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. Satellite service functions only with applications utilizing the TCP/IP protocol.

Service Acceptance

Subscriber will be deemed to have accepted service upon installation and verification of Satellite connectivity by a MegaPath technician.

VI. WIRELESS BROADBAND ACCESS

MegaPath provides Broadband Access via a variety of wireless radio technologies including 2G, 3G and 4G technologies. Wireless Broadband is an always on solution, which requires a wireless modem and Ethernet device. Downstream bandwidths range from 128Kbps to over 10Mbps, with upstream speeds from 128Kbps to over 6Mbps. The average latency can range from 100 ms – 450 milliseconds. Wireless Broadband plans have monthly data transfer caps, that when exceeded, result in excess usage being billed to customers. For this reason, Wireless Broadband is used as a fill-in access technology where terrestrial broadband access is unavailable. Terrestrial access (xDSL, Cable and T1) technologies are always preferable to Wireless Broadband due to the increased latency of Wireless Broadband and monthly data transfer



Services Exhibit

caps. For this reason, Customers should diligently work with MegaPath in ensuring that applications are thoroughly tested in a lab environment prior to wide deployment of Wireless Broadband.

MegaPath offers Wireless Broadband Services with two bandwidth utilization measurement methodologies.

MegaPath provides a flat rate fee for a set monthly usage that is described in plan name. Flat rate (or Unpooled) plans provide a set amount of aggregate bidirectional monthly bandwidth per location, as specified in the plan name. Customer is responsible for any overages above the monthly usage for individual locations. In addition to application of usage fees, MegaPath reserves the right to terminate Unpooled ("Unlimited") service if the service is used in an excessive manner.

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

VII. QUICKSTART ACCESS SERVICES

MegaPath Quickstart program utilizes either Persistent Dial access or Wireless Broadband access including both pooled and unpooled options referenced in section V above. The target lead times for Quickstart is ten (10) business days for Wireless Broadband. This duration is measured from the time a valid order is completed and submitted to MegaPath. Both solutions utilize IPSec encryption to deliver private networks. This temporary solution is intended to support Customers' applications prior to primary access being delivered. Quickstart requires a minimum of one full calendar month of billing without prorating, regardless of the duration the Quickstart service is utilized. Upon delivery of primary circuit, it is Customer's responsibility to cancel Quickstart connection and return Quickstart equipment to MegaPath within thirty (30) business days of cancellation. Customers that fail to return Quickstart equipment within thirty (30) business days of cancellation shall be billed the then current list price for all Quickstart equipment. Customer shall be responsible for any overages for the wireless access (amounts exceeding the data transfer cap). In addition, MegaPath reserves the right to terminate service if the service is used in an excessive manner (exceeding the data transfer cap for the service).

MegaPath provides Quickstart via a variety of wireless radio technologies including both 2G, 3G and 4G technologies. Wireless Broadband is an always on solution, which requires a wireless modem and Ethernet device. Downstream bandwidths range from 128Kbps to over 10Mbps, with upstream speeds from 128Kbps to over 6Mbps. The average latency can range from 100 ms – 450 milliseconds. Wireless Broadband plans have monthly data transfer caps, that when exceeded, result in excess usage being billed to customers.

MegaPath offers Wireless Broadband Services with two bandwidth utilization measurement methodologies.

MegaPath provides a flat rate fee for a set monthly usage that is described in plan name. Unpooled plans provide a set amount of aggregate bidirectional monthly bandwidth per location, as specified in the plan name. Customer is responsible for any overages above the monthly usage for individual locations. In addition to application of usage fees, MegaPath reserves the right to terminate "Unlimited" service if the service is used in an excessive manner (more than 5GB per month).

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

VIII. WIRELESS BROADBAND FAILOVER

MegaPath provides Wireless Broadband Failover Service and configures Customer Premise Equipment to enable Wireless Broadband Failover to be utilized during instances of primary access failure.



Services Exhibit

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

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

IX. MEGAPATH BUSINESS VOICE SERVICES

Description of Services

MegaPath's Voice Services provide a location with local, long distance and international phone service from the Subscriber's premises to the PSTN (Public Switched Telephone Network). Voice Services, including, but not limited to, "Hosted Voice", "PRI", "SIP" and "Analog Line Replacement" are hosted Internet Protocol ("IP") based business voice service which may bundle Class 5 communications features with other available features and/or services as selected by Subscriber and identified in Subscriber's Service Order and/or Site Detail. Subscriber may choose to supply Subscriber's own Internet connectivity provided that MegaPath approves such internet connectivity. Subscriber acknowledges that the quality of the Internet connectivity will affect the performance of the Service. To use the Voice Services, Subscriber must purchase or otherwise supply all necessary Subscriber Provided Facilities. MegaPath Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). MegaPath's Service may not support 900, 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas. MegaPath's Service does not connect calls to phone numbers in Area Code/Prefix combinations used by third party Reverse Billing Services.

MegaPath's Call Recording is an optional feature that allows Subscribers to record all calls (inbound and outbound) for certain Voice Services provided by MegaPath. A Subscriber can turn on the Call Recording feature for MegaPath provided Voice Services by using MegaPath's Customer Portal.

Certain state and federal laws apply to subscriber's use of MegaPath Call Recording feature. In some states, Subscribers are required to obtain consent from all parties to record a phone call. Subscriber is solely responsible for compliance with any and all federal, state, county, municipality, or any other jurisdiction laws, ordinances, statutes, orders, directives or rules governing or related to the use of a device for the purpose of recording any wire, oral, or electronic communications traversing and/or traveling over MegaPath's network and/or facilities. Subscriber understands and agrees that they are solely liable for compliance with such laws and regulations, and under no circumstances shall MegaPath be responsible or held liable for such compliance. Subscriber agrees that MegaPath has no responsibility or liability, wholly or in part, related to Subscriber's recording activities. Subscriber indemnifies and holds MegaPath wholly harmless for any cause of action, fines, penalties and/or damages, direct or indirect, civil or criminal, involving Subscriber's recording and Subscriber's use of MegaPath's Call Recording service, whether actual or potential, knowing, incidental, and/or accidental, any wire, oral or electronic communication traversing and/or traveling over MegaPath's network and/or facilities.

Site pre-qualification for Voice service is the result of a best-effort analysis of service availability at each site. Actual service availability at each site may vary on submission of order and cannot be absolutely determined before actual installation or site survey.

MegaPath supports business and professional use of its Business Voice Services by incorporating a series of Service Delivery Commitments into each Service, as defined in the Service Level Agreement. Each voice service is subject to a minimum Service Term starting from the date that service is first accepted by the Subscriber as described in Service Acceptance below.

Subscribers may add available optional features to any service package at an additional cost.

MegaPath reserves the right to request a copy of Subscriber's phone bills, including all toll bills, prior to installation of service.

Note: The Business Voice Service requires a minimum Service Term. If Subscriber purchases Business Voice Services over existing MegaPath access Services, this may require that existing Subscribers with access services extend the Service Terms of those access services.



Services Exhibit

Technical and Administrative Support

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

Service Terms

Service Acceptance

Subscriber will be deemed to have accepted service upon installation and verification of voice services by a MegaPath technician unless Subscriber opens a trouble ticket at that time to inform MegaPath that the Service is not functioning properly. In this case, it occurs as soon as the service is functioning properly and the trouble ticket is closed.

Commercial Switched Outbound (1+)

"Commercial Switched Outbound (1+) Service" provides direct dialed (1+) interexchange domestic long distance services to commercial Subscribers. Access to the network is available through presubscription (or 1+ access) and only where MegaPath is the provider of local exchange service or otherwise has an access agreement with the Subscriber's local exchange carrier. Subscribers are required to use MegaPath for switched outbound (1+) direct dial domestic long distance.

Toll Free Inbound

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

Directory Assistance

"Directory Assistance Service" allows the Subscriber to request information from directory assistance records. The directory assistance charge applies to all calls. Subscribers are charged when they obtain the requested information or when the information is unlisted, non-published or no record can be found.

Primary Interexchange Carrier Charge

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

MegaPath Voice Manager for Mobile and Desktop Portals

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

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

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



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

MegaPath UC for Mobile, Tablet and Desktops

Included with your purchase of certain MegaPath Business Voice Services is access to the MegaPath UC Mobile, Tablet and Desktop Application at an additional charge. To access the MegaPath UC products (also referred to as the Software), you must use the username and password assigned to you (or your organization) during the installation process of the associated MegaPath voice service. The MegaPath UC Mobile, Tablet and Desktop application allows users to access certain features of the MegaPath Business Voice Services, including but not limited to, call placement, instant messaging, presence, screen share and access to voicemail via a software that runs on your desktop, smartphone or tablet.

Please note: Subscriber must access the internet through Subscriber's mobile device or desktop in order for the MegaPath UC product to function. MegaPath is not responsible for any charges incurred from any device specified for use with the MegaPath UC Mobile, Tablet and Desktop application. This includes, but is not limited to, mobile minutes and/or incurring voice and/or data charges per Subscriber's calling and data plans with Subscriber's mobile phone provider.

Screen Share Service

In order to use the Screen Sharing Service, Subscriber is responsible at Subscriber's own expense to access the Internet, either directly or through devices that access Web-based content and pay any service fees associated with such access.

Availability of Screen Sharing Service. Subject to the terms and conditions of this Agreement, MegaPath shall use commercially reasonable efforts to provide the Screen Sharing Service for twenty-four (24) hours a day, seven (7) days a week throughout the term in which Subscriber subscribes to the Screen Sharing Service. Subscriber agrees that from time to time the Screen Sharing Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which MegaPath undertakes from time to time; or (iii) causes beyond the control of MegaPath or which are not reasonably foreseeable by MegaPath including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). MegaPath shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to you or your company, as applicable, in the event of any scheduled Downtime. MegaPath or its suppliers shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Screen Sharing Service in connection with Downtime, whether scheduled or not.

International Long Distance Service

"International Long Distance Service" provides direct dialed international long distance services to Subscribers. Access to the network is available through presubscription and only where MegaPath is the provider of local exchange service or otherwise has an access agreement with the Subscriber's local exchange carrier. This service consists of the furnishing of switched message telephone service between MegaPath's operating centers in the United States and the international locations identified on MegaPath's website at <http://www.megapath.com/pdfs/Ancillary-Call-Rates-Business-Voice.pdf>. Such service is available twenty-four (24) hours a day, seven (7) days a week. International Long Distance Service is also available for calls to cellular and non-geographic numbers (NGN). NGN denotes calls to international telephone numbers that are not associated with a specific geographic region.

Activation and Installation

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

Service Relocation

Subscriber's use of the Services is location-specific to the site indicated in the Service Order for deployment of the Services (the "Premises"). If Subscriber elects to relocate the Premises after installation of facilities, Subscriber must submit a new Service Order for the new location and shall pay any installation and activation charges associated with delivery of Service to the new location. If Subscriber intends to vacate or relocate the Premises, Subscriber must provide MegaPath with notice



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terminating all Services to the installed location in accordance with the Terms and Conditions; any such action does not relieve Subscriber of any early termination fees which may be owed hereunder.

IP Addresses

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

Delivery of Service and CPE

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

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

MegaPath warrants to Subscriber that any Equipment purchased from MegaPath hereunder, and all inside wiring installed in support of Service, shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation. This warranty is limited to the original Subscriber and is not transferable. If any Equipment or wiring shall become defective during the warranty period, MegaPath shall, at its option, repair or replace such materials with comparable materials (which may be reconditioned), provided it is reported (in the case of defective inside wiring) or reported and promptly returned (in the case of defective Equipment) to MegaPath during the warranty period in accordance with MegaPath's return materials authorization procedures. This warranty shall be void if, in MegaPath's determination, malfunction is the result of such Equipment or wiring having been abused, misused, repaired, modified or tampered with by, or accidentally damaged by, a party other than MegaPath or its authorized contractors. Any such repair or replacement will not extend the original warranty period. If MegaPath determines that the Service failure is attributed to defective Equipment, then this warranty shall be satisfied by the shipment by MegaPath of replacement Equipment to the Premises and shall not include on-site re-installation which, if requested, shall be billable at MegaPath's then current rates on a time and materials basis. All returned Equipment shall become property of MegaPath. Otherwise, Subscriber shall be solely responsible for any loss, theft, failure or damage of or to the Equipment and wiring while in Subscriber's possession or installed at the Premises. If Equipment or wiring malfunction is reported after expiration of the warranty period or is the result of a warranty exclusion, and Subscriber requests repair assistance from MegaPath, Subscriber shall be responsible for all applicable repair costs, including on-site assistance, if required, and Equipment purchase costs, at MegaPath's then current rates on a time and materials basis. In the unlikely event that MegaPath determines that it cannot repair or replace the Equipment or wiring within a commercially reasonable period of time, then MegaPath may provide Subscriber with immediate written notice of termination of the affected Service, Service Order or the Service Agreement, in MegaPath's discretion, without liability to either party.

The date and approximate time for service delivery shall be conveyed by MegaPath to Subscriber prior to installation. Other



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

Privacy and Security (CPNI)

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

There are Federal Communications Commission rules governing the access, use and disclosure of certain information that MegaPath obtains from you in its provision of VoIP services to you (all voice services sold by MegaPath are considered VoIP services). This information is known as Customer Proprietary Network Information ("CPNI"). CPNI is (a) information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by you, and that is made available to MegaPath by you solely by virtue of your Subscriber relationship with MegaPath, and b) information contained in your bills pertaining to telephone exchange service or telephone toll service. CPNI does not include subscriber list information, such as the information found in phone directories. Subject to certain exceptions, including the provisioning of services, marketing adjunct services, and preventing telecommunications fraud and abuse, MegaPath may not use, disclose, or permit access to your CPNI without your consent.

Non-Standard Use

Non-Standard Use. MegaPath will notify Subscriber if and to the extent that MegaPath determines in MegaPath's reasonable discretion that the Service is showing improper usage patterns. Improper usage patterns may include but are not limited to calling patterns where Subscriber's ratio of inbound or outbound call minutes exceeds 80% of Subscriber's aggregate minutes or Subscriber's aggregate minutes of usage per month per Seat or Line in an Order exceeds 2,500 minutes regardless of the purchased Service plans. Aggregate minutes are calculated by adding all of Subscriber's Off-Net inbound plus all of Subscriber's Off-Net outbound minutes, excluding any metered or shared minute plans, on a monthly basis. If Call Recording feature is used, improper usage may also include recording more than 7 hours of aggregate calls per calendar date per Call Recording license. Auto-dialers, continuous or extensive call forwarding, continuous call session connectivity, fax broadcasting, fax blasting, or any other call blasting activities are not allowed with MegaPath Services unless written approval is provided by MegaPath prior to the deployment of such Service and equipment. MegaPath reserves the right to, at its sole discretion, terminate the Service or convert the Service to metered billing where improper usage patterns are identified. Notwithstanding the foregoing, MegaPath has no obligation to monitor the Service for improper usage patterns.

LAN Information

Subscriber warrants Local Area Network ("LAN") information provided herein is accurate. Unless otherwise indicated in writing by MegaPath, Subscriber shall maintain the same LAN and physical premises configuration (wired and wireless) as described at time of order to assure proper operation of the Voice Service. MegaPath shall not be held responsible for project delay resulting from errors or omission in this information. Moreover, Subscriber shall be responsible for any additional costs resulting from such errors or omissions, including but not limited to field technician dispatches, re-scheduling fees and additional vendor costs. Subscriber warrants that LAN information on record will be maintained and updated with MegaPath. MegaPath reserves the right to audit Subscriber LAN. If, at any time, MegaPath's audit reveals significant deviations from information on record, Subscriber shall be responsible for updating this information and for any costs MegaPath may incur as a result of this information being inaccurate. Failure by Subscriber to notify MegaPath of any material



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changes to the LAN information may result in additional costs, including but not limited to field dispatch of professional technicians, and MegaPath will charge Subscriber accordingly and Subscriber agrees to pay MegaPath for such additional costs. In addition, MegaPath shall not be held responsible for any outage directly resulting from Subscriber's material LAN and WAN changes performed without prior written communication to and written approval from MegaPath.

Number Porting

Subscriber may port Subscriber's toll-free and local access telephone numbers to MegaPath, in which event Subscriber warrants that the porting information provided to MegaPath is accurate, including but not limited to the Letter of Authorization. Subscriber is solely responsible for all of its contractual obligations with its current/previous Service provider, the timely termination of all Services with current/previous Service provider and the settlement of any charges owed to the current/previous Service provider, including, but not limited to, service fees and termination charges. MegaPath does not guarantee the ability to port Subscriber's telephone numbers. MegaPath is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that Subscriber may suffer, or that some other person may suffer and claim against Subscriber, arising from the porting process, including, but not limited to, any loss of Service during porting or MegaPath's, or the current/previous Service providers, inability to successfully port Subscriber's numbers either in a timely manner or at all, and MegaPath will not provide credit for any such costs, expenses, losses, or damages. Subscriber is solely responsible for initiating any and all port reversals with the current/previous Service provider and shall remain fully responsible to MegaPath for all charges for any services used while requesting and waiting for any such reversal.

Emergency 911 Service

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

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

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

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

Routing and Automated Number & Location Identification. Subscriber's 911 calls may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a Public Safety Answering Point (PSAP) designated for the address Subscriber listed at the time Subscriber registered for the Service or other back-up emergency answering services. MegaPath relies on third parties for the forwarding of information underlying such routing, and accordingly MegaPath and MegaPath's third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. The PSAP receiving Voice Services 911 Emergency Service calls may not be able to capture and/or retain automatic number or location information. MegaPath's systems are configured in most instances to send the automated number identification information and to transmit identification of the address that Subscriber has registered with MegaPath to the PSAP and local emergency personnel for Subscriber's area when Subscriber dials 911; however, one or more telephone companies, not MegaPath, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Subscriber acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is unable to be completed, is dropped or disconnected, or if Subscriber is unable to speak to tell them Subscriber's phone number and location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.



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

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

2. Limitation of Liability and Indemnification

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

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

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

Certified Equipment

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

Subscriber-provided Software

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

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



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Quality of Service

MegaPath provides quality of service for voice on all circuits that are provided with MegaPath IP Space. This includes prioritization of voice packets on the MegaPath network and the last mile of the Subscriber circuit. No additional committed metrics will be provided for MOS, latency, jitter or packet loss other than those that may be given for the underlying circuit.

MegaPath cannot provide nor guarantees quality of service on off-net circuits provided by alternate companies.

Confidentiality

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

X. DS3 BROADBAND SERVICES

Description of Service

MegaPath's DS3 Broadband Access Services provides Subscriber with an always-on, high-speed data connection from the Subscriber's premises to the Internet. End-Users can order fractional bandwidth options beginning with 6Mbps to the full 45Mbps.

MegaPath will provide the following:

- i) DS3 facilities between End-User's installation location and a MegaPath contracted Point-of-Presence (POP).
- ii) Bandwidth as specified in the Pricing Schedule or Fee Schedule.
- iii) One static IP address and up to 253 routable IP addresses (justification to ARIN will be required).
- iv) Connection from a contracted MegaPath POP to the public Internet.

IP Address Space

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

Subscriber Responsibilities

Required Subscriber-Provided CPE and Facilities

Unless otherwise specified, Subscriber will provide its own CPE to terminate the DS3 at its install location. MegaPath shall not be responsible for configuration, trouble-shooting, or repair of such CPE.

If trenching or other construction work is required in order to deliver the DS3 to the Local Access Demarcation Point, the costs of such trenching or construction shall be borne by Subscriber. MegaPath will not order such trenching or construction on behalf of Subscriber.

Subscriber shall provide inside wiring from the Local Access Demarcation Point to the desired location of the CPE.

Service Fees and Terms

Monthly Recurring Charges

The Monthly Recurring Charges (MRC) for the bandwidth (Mbps) on the DS3 are set forth in the Pricing Schedule or Fee Schedule.

The Maximum Data Transfer Rate includes traffic going to/from the public Internet.

Provided that no changes to the underlying facilities are required, bandwidth can be adjusted up or down on 60 days prior written notice. Applicable MRC and NRC charges may apply.



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Activation and Installation

The one-time Activation or Provider Installation Fee shown in the Pricing Schedule or Fee Schedule will be charged for each circuit at the time of Circuit Acceptance.

Installation of the DS3 circuit to the Local Access Demarcation by the Local Access Carrier is included.

Connection from the Local Access Demarcation Point to the CPE and configuration of the CPE is Subscriber's responsibility.

Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel. Changes to an order made by or on behalf of the Subscriber, or the occurrence of events outside the control of MegaPath, such as Force Majeure or special facilities construction may result in delays that will be excluded from the Installation Interval SLA calculation.

Special Construction Charge

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

CPE Purchase

If a Subscriber purchases a CPE for use with the DS3 Broadband Access Service from MegaPath, such pricing will be shown in the Pricing Schedule or Fee Schedule.

If Subscriber provides its own CPE, all warranties and Service Delivery Commitments related to the DS3 Broadband Access CPE contained in this Agreement shall be null and void.

All CPE purchased from MegaPath includes a warranty, which is the lesser of (i) one-year or (ii) the manufacturer's 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 arrange for such shipment expeditiously. MegaPath will provide Subscriber with a RMA number and return address (included with the replacement CPE), and Subscriber shall return any CPE with the RMA number clearly visible on the outside of the packaging, to the specified address within five (5) business days. If CPE is not received within fifteen (15) days, the Subscriber will be charged full price for the replacement CPE. If the replacement CPE was a Subscriber-requested replacement, and upon its return, the CPE is found to be functioning correctly or the manufacturer does not honor the warranty, or if Subscriber elects replacement notwithstanding MegaPath's determination that no replacement is required, Subscriber agrees to pay the full shipping charges.

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

Early Termination and Service Change Fees

The Circuit Term begins on the Circuit Acceptance Date as defined below.

If, prior to the end of a circuit's initial Circuit Term, Subscriber or Subscriber's End-User disconnects the circuit for any reason other than Chronic Outage as set forth below, or if MegaPath disconnects a circuit due to a breach of this agreement by Subscriber, then Subscriber hereby agrees to pay an Early Termination fee set forth in the Pricing Schedule or Fee Schedule.

If Subscriber or Subscriber's End-User cancels the Circuit after the order is placed with MegaPath Networks but prior to installation, Subscriber hereby agrees to pay a Cancellation fee as set forth in the Pricing Schedule or Fee Schedule.

Other fees may apply if Subscriber requests changes to the Broadband Service; these fees are set forth in the Pricing Schedule or Fee Schedule.



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Conditions Upon Service Delivery

Data Throughput

If an End-User receives net data throughput rates under the Maximum Data Transfer Rate, the Subscriber or End-User may open a Trouble Ticket with MegaPath. If the causes found are within MegaPath's control, then MegaPath will correct the problem.

However, if the cause of the problem is not within MegaPath's direct or indirect control, i.e. the problem lies outside infrastructure owned or contracted for by MegaPath, or if the cause of the problem cannot be determined, MegaPath will work with underlying access provider to resolve issue. However, MegaPath shall have no liability to Subscriber for such problem and Subscriber shall continue to be bound by the terms of this Agreement.

Circuit Acceptance

Delivery of a DS3 circuit is completed when the last-mile provider delivers the circuit to the MPOE and completes its tests to verify proper operation. Subscriber is then responsible for promptly connecting the DS3 circuit to its CPE.

Billable Repair Dispatch

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

XI. MEGAPATH EXTENDED MONITORING SERVICE

MegaPath Extended Monitoring service involves having MegaPath monitor the availability (i.e., up/down status) of a Subscriber or MegaPath-provided LAN device(s). This service is only available in conjunction with a MegaPath-provided access circuit and MegaPath's hardware-based VPN service. Subscriber must complete the Extended Monitoring Site Information Form for each site prior to ordering this service, detailing the make/model and IP address of the Subscriber-provided Extended(s) (if applicable). Failure to complete these documents in an accurate and timely manner may disrupt the service delivery process and result in multiple provisioning site visits at an additional cost to the Subscriber. Under certain circumstances, it is not technically feasible to provide the Extended Monitoring for certain Subscriber-provided LAN devices. MegaPath will make commercially reasonable efforts to identify such circumstances based on the Extended Monitoring Site Information Form prior to dispatching a Professional Onsite Installation technician, however, if MegaPath determines that it is not technically feasible to provide this service, the Subscriber shall be responsible for all fees associated with any Professional Onsite Installation services expended. MegaPath is only able to troubleshoot and support the MegaPath-provided network infrastructure and systems associated with this service and cannot help resolve issues pertaining to any Subscriber-provided LAN devices. If MegaPath loses visibility of a Subscriber-provided LAN device and cannot determine the cause of this issue, the Subscriber must perform any diagnostic and repair activities that may be required to ensure the proper functionality of the Subscriber-provided LAN device. Once the Subscriber has ensured that the Subscriber-provided LAN device is functioning properly, MegaPath will troubleshoot and resolve any remaining issues pertaining to the functionality of any MegaPath-provided CPE and services.

XII. HARDWARE VPN ONLY SERVICE – SUPPORT AND MONITORING

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



Services Exhibit

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

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

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

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

XIII. PROFESSIONAL INSTALLATION AND REPAIR SERVICES

Description of Services

MegaPath provides national installation services of various value added services via a Professional Installation. Standard Business Hours for Professional Installation are 8 AM to 5 PM, Local Site Time Monday – Friday Except on federal holidays. Non-Standard Business Hours are 5:01 PM to 7:59 AM, Local Site Time Saturday and Sunday, Federal holidays excluding Columbus Day, President's Day, and Martin Luther King Day. Union Escorts are billed as a pass-through. Dispatches must be pre-approved by Subscriber prior to categorizing as non-standard business hours.

Standard Professional Installation rates are inclusive of all standard trip charges and travel. Any special travel situations for (1) remote areas and (2) quick turn-around must be pre-approved by Subscriber prior to dispatch. Most remote areas and expedites will not require travel, however, additional travel may only be assessed under the following conditions:

- Expedites constitute same or next day in Tier I or Tier II MSAs.
- Tier I or II MSAs are all areas within 50 driving miles of a state capital or city that has a population of 200,000+
- Remote areas are areas that are not within 30 driving miles of Tier I or Tier II MSAs
- Travel will be minimal and provided as a flat-travel charge per site and mutually agreed upon before dispatch. Regardless of the flat-travel amount, it will not exceed \$35 per half hour. All time is billed in 0.01 (1/100th) hour increments after the initial flat-rate.

MegaPath **requires** a Professional Installation for any combination of the following services ("Required Services") at sites where the Subscriber does not have skilled IT personnel to connect the equipment and verify that the service is operational, or work with MegaPath's NOC to diagnose and resolve any issues (except as noted):

- Dial Backup*
- MPLS or IPsec VPN
- SD-WAN Pro and Managed Network and Security Services: Managed VPN, Firewall and Advanced Security
- Wireless Broadband
- Wireless Broadband Failover
- 3rd Party Broadband
- Managed HotSpot
- Managed Wi-Fi

Unless a Required Service is being installed in conjunction with the following, a Professional Installation is **optional** for the following:

- Line Shared ADSL (broadband access that could normally be self-installed)
- Proactive Monitoring Service
- IDSL* / SDSL* / DDSL*
- ResCable / BusCable*
- T1/T3*
- Ethernet (symmetrical and asymmetrical)*



Services Exhibit

* Note: The access service provider typically sends a technician to perform a Provider Installation for these types of access services.

A Professional Installation typically occurs after circuit installation and (if applicable) installation of the Access Provider's CPE by the Access Provider's Technician. Professional Installation includes the following:

- Up to 2 hours on site; overtime will be charged as described in the Pricing Schedule or Fee Schedule under "Other Fees".
- Connection of Dial Backup, IPsec VPN, and/or SD-WAN Pro and Managed Network and Security Services and/or Managed Wi-Fi Hotspot CPE to the broadband CPE.
- Testing of solution with Subscriber NOC and/or MegaPath NOC
- When Installing line shared DSL or 3rd Party Broadband:
 - Install line filters, if applicable
 - Connect the Broadband CPE to an existing telephone or Ethernet jack
 - Configure the CPE, if necessary
 - Verify the circuit can pass traffic
 - Install Up to 200ft of inside demarc extension (excludes local area network cabling and extensive wiring, see below)

Technical and Administrative Support

All MegaPath support service is provided on a Tier 2 level, with the Subscriber's support organization providing Tier 1 support directly to the End-User. MegaPath will automatically open trouble tickets for non-residential outages when MegaPath monitoring system determines the circuit is down per the definition in the Availability SLA. Subscriber must open all non-outage related Trouble Tickets on behalf of its End-Users, however, if necessary MegaPath will communicate directly with the End-User to resolve issues. MegaPath support is available 24x7x365 to help Subscriber resolve network related issues, and during regular business hours to address administrative issues.

Service Fees and Terms

The charge for Professional Installation is described in the Pricing Schedule or Fee Schedule and is in addition to any circuit activation or Provider Installation fees. Multiple services can be installed by the same installer, to the extent that time permits. In the event multiple services cannot be installed in one installation appointment, an additional Professional Installation may be required, will be considered a separate installation, and will incur fees as a separate installation.

If the field technician deems the job to be beyond the standard installation described above, Extensive Wiring charges and/or incremental time and materials listed in the Pricing Schedule or Fee Schedule will apply. In this situation, MegaPath will proceed with any necessary Extensive Wiring up to the pre-approved costcap amount listed in the Pricing Schedule or Fee Schedule. For any Extensive Wiring work that will cost more than the pre-approved amount, MegaPath will contact Subscriber for approval prior to having such work done. Extensive wiring may include, but is not limited to, conduit installation, installation that requires drilling or penetration of walls, floors or ceilings, renting of special equipment, time, materials, and travel.

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

Subscriber shall cooperate with MegaPath throughout the installation process, including providing complete and accurate information for a service order which contains the required detailed demarcation information and contact information of on-site personnel.

Optional Services

Optional Managed CPE Plus

MegaPath offers a Same Day Break/Fix service called Managed CPE Plus to ensure business continuity for its Subscribers. Managed CPE Plus enhances the availability SLA by including access-terminating CPE in the availability calculation. Without purchase of Managed CPE Plus, access-terminating CPE is not included in the availability SLA calculation. This service is only available on certain makes/models of CPE, as specified in the Pricing Schedule or Fee Schedule, that are purchased from MegaPath for use with one of MegaPath's Broadband or VPN services, as specified in the applicable Service Order. MegaPath will charge the monthly fee associated with each CPE listed as shown in the Pricing Schedule or Fee Schedule.

This service includes:

- 1) Free shipping of replacement CPE



Services Exhibit

- MegaPath will not charge Subscriber for shipping to replace Subscriber CPE that it determines is non-operational.

2) 4 Hour or 8 Hour (24x7x365) On Site CPE Repair/Replacement

If MegaPath determines that an outage has been caused by non-operational CPE, MegaPath will dispatch a technician to the appropriate Subscriber site to repair or replace the non-operational CPE. Faulty CPE is determined using troubleshooting standards set by MegaPath's Network Operations Center. Only CPE determined to be faulty by MegaPath's Network Operations Center is available for replacement/repair. The MegaPath contracted technician will test the repaired or replacement CPE to ensure proper functionality of the Subscriber's MegaPath-provided network connectivity and VPN services. Upon purchase of Managed Plus service, Subscriber can have a maximum of 25% of site-visits per annum. Subscribers that exceed the 25% allotment are responsible for billable Break/Fix dispatch fees as described in the Pricing Schedule or Fee Schedule.

MegaPath does not guarantee that every location can receive 4 Hour Managed CPE Plus Service.

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

MegaPath offers a Next Business Day (Mon – Fri; 8a-5p) Break/Fix Service to correct service impacting issues that cannot be resolved remotely. As part of this service, at Subscriber's request, MegaPath will dispatch a technician to the appropriate Subscriber site to troubleshoot connectivity, wiring, and equipment connections and/or to meet a provider on site for collaborative troubleshooting. The MegaPath contracted technician will work to ensure proper functionality of the Subscriber's MegaPath-provided network connectivity, VPN, and/or other services – essentially acting as the eyes and ears on site for MegaPath's Network Operations Center ("NOC") to assess and repair service-affecting issues. Next Business Day Break/Fix Service may be requested by opening a trouble ticket with MegaPath's NOC. In order to qualify for Next Business Day Break/Fix Service, a request for such service must be received by 11:00am CST.

Each dispatch includes up to 2 hours of onsite service for the base price listed in the Pricing Schedule or Fee Schedule; additional overtime will be charged at the hourly rate listed in the Pricing Schedule or Fee Schedule.

MegaPath does not guarantee that every location can receive Next Business Day Break/Fix Service. MegaPath will make reasonable efforts to dispatch a technician within 3 business days if a location is deemed out of area.

Optional Extended CPE Warranty

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

- For the duration of the Service, MegaPath will at its sole discretion 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 its expense if requests are submitted before 2:00 PM CST (see exclusions below). MegaPath will provide End-User with a 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 fifteen (15) business days, the Subscriber will be charged full price for the replacement CPE.
- 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 or Fee Schedule.
- This warranty does not apply to customer provided equipment or vendor provided equipment (i.e. cable modems, satellite equipment, etc.)
- This warranty does not cover failure due to misuse, abuse, fire, flood, lightning, acts of God, or war.
- Warranty does not cover products with altered or removed serial numbers.
- Cisco 1800, 2800, and 3000 series routers and higher are not eligible for the Extended CPE Warranty.
- Extended CPE Warranty must be purchased at time of initial MegaPath CPE purchase.
- Minimum required Service Term of 24 months.



Services Exhibit

XIV. MANAGED SITE-TO-SITE VPN SERVICES

Description of Services

MegaPath's Managed Site-to-Site VPN Services, excluding SD-WAN Pro and Managed Network and Security Services (see Section XVII below for a description of that product), provides Subscriber with private network connectivity from its branch offices to its headquarters and data centers. This service may be deployed in three (3) scenarios based on access type and Subscriber requirements:

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

Multi-protocol Label Switching (MPLS)

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

Managed Site-to-Site VPN Services

The Managed Site-to-Site VPN Services include (1) detailed technical consultation with Subscriber for initial design of the MPLS and/or IPsec VPN architecture; (2) configuration of the MegaPath MPLS and/or IPsec Network based on the requirements defined during technical consultation; (3) configuration of MegaPath-provided CPE based on the requirements defined during the technical consultation; (4) re-configuration of MegaPath-provided CPE if a site moves or servers are added or changed; and (5) 24x7x365 proactive monitoring and support for the Subscriber's Managed Site-to-Site VPN Services, including automated creation of trouble-tickets and proactive Subscriber notification in the event of outages.

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



Services Exhibit

Internet Access

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

Quality of Service (QoS)

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

Bi-directional QoS for On-Net Circuits

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

All on-net locations receiving the QoS service will get Bi-Directional QoS.

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

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

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

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

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

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

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

Outbound QoS for Off-Net Circuits

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

All off-net locations receiving the QoS service will get Outbound QoS.



Services Exhibit

Available Bandwidth

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

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

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

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

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

Requirements

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

If Subscriber is running Voice over IP and data applications on the same MegaPath circuit, then the circuit must have a minimum upstream speed of 384 kbps in order to qualify for QoS services. Although 384 kbps is the minimum, it is strongly recommended to have a minimum circuit upload speed of 768 kbps to avoid call abnormalities (voice distortion, one-way audio traffic, call drop, undistinguishable voice signal/speech, and unrecognizable dial digits)

Policy Changes

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

Integration With Other MegaPath Services

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

Non-MegaPath Equipment

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

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

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



Services Exhibit

Technical & Administrative Support

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

The policy for escalating issues that have not been resolved in a timely manner to more senior engineers and management, are specified on the following web page: <http://www.megapath.com/support/escalation/>.

Subscriber shall have access to the MegaPath Customer Portal, which will enable it to view the following information and perform the following tasks:

- Submit trouble tickets online
- Status of and notes associated with trouble tickets it has submitted
- Past invoices sent to Subscriber
- Contact information for MegaPath and Subscriber sales and administrative personnel

Activation and Installation

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

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

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

Service Fees and Terms

Monthly Recurring Charges

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

VPN CPE Purchase or Rental

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

Early Termination & Service Change Fees

If Subscriber cancels any Managed Site-to-Site VPN Services before the service is installed, Subscriber will be required to pay a Cancellation Fee as set forth in the Pricing Schedule or Fee Schedule.

Each Managed Site-to-Site VPN Service is subject to a Service Term as set forth in the Service Order (minimum of one year). This Service Term begins on the date of Service Acceptance, as defined below. If a Managed Site-to-Site VPN



Services Exhibit

Service is disconnected or terminated prior to the end of its Service Term by MegaPath due to a breach of this Agreement, or by Subscriber for any reason other than breach of this Agreement, then Subscriber agrees to pay the Early Termination Fee as set forth in the Pricing Schedule or Fee Schedule.

Professional Installation & Repair Services

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

Miscellaneous Charges

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

Conditions Upon Service Delivery

Service Acceptance

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

Billable Repair Dispatch

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

XV. DIAL BACKUP SERVICE

Description of Services

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

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

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

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



Services Exhibit

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

Activation and Installation

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

Subscriber Responsibilities

Required Facilities

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

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

DBU Device

DBU always requires that Subscriber purchase/rent and install for each primary circuit a DBU-capable CPE Device provided and configured by MegaPath. MegaPath provides the required DBU Device along with any cables necessary to make the DBU service work. DBU CPE Devices available are listed in the Pricing Schedule or Fee Schedule with pricing information. Specifications for each DBU Device are subject to change without notice. DBU Devices purchased from MegaPath include a warranty, which is the lesser of (i) one-year or (ii) the manufacturer's warranty against defects in parts or workmanship.

Service Fees and Terms

Monthly Recurring Charges

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

Cancellation and Early Termination Fees

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

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



Services Exhibit

Miscellaneous Charges

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

XVI. MANAGED SECURITY SERVICES

Description of Services

Managed Security Services (“MSS”), excluding the SD-WAN Pro, SD-WAN Enterprise and Managed Network and Security Services (see Section XVII below for a description of that product), can include any of the following services: cloud based MSS, premise based MSS and PCI bundle services. These MSS Services will usually be used in conjunction with one another to create a layered based information security model that meets best practices. Subscriber is responsible for selecting the appropriate Managed Security Services that meets their best practice and any compliance requirements that are needed.

The following services are available with MegaPath’s Cloud-based MSS:

- Advanced Firewall
- Anti-virus
- Intrusion Detection Services
- Anti-Spam
- Content Filtering
- Whitelist/Blacklist
- Virtual IPs (VIPs)

The following services are available with MegaPath’s Premise based MSS:

- Advanced Firewall
- Intrusion Detection Services

The following services are available with MegaPath’s PCI Compliance Services:

- Advanced Firewall
- Intrusion Detection Services
- Log Collection
- Vulnerability Scanning
- Rogue Wireless Detection

Non-MegaPath-provided VPNs, firewall equipment, and/or other security hardware/software can completely change the implementation of MegaPath Managed Security Services and in some cases make implementation of the Managed Security Service impossible. It is the Subscriber’s responsibility to inform MegaPath of any existing firewall or VPN or other security solutions already implemented at each location and to confirm technical and operational feasibility with MegaPath prior to implementing any non-MegaPath-provided VPN or firewall or other security solutions in the future. Subscriber acknowledges that it is solely responsible for how Managed Security Services are used, and that MegaPath assumes no liability for the security of Managed Security Services or for data transmitted through Managed Security Services. Further, Subscriber acknowledges that use of Managed Security Services may impact the speeds and quality of service experienced through its broadband circuits.

Subscriber must contact MegaPath support to obtain the reports.

Advanced Firewall Service

Firewall Service provides the ability to define specific allow and deny rules to control traffic between the MegaPath private network and the Internet. Firewall service provides Stateful Multi-Layered Inspection access control and enforcement. Firewall Service operates in a NAT / Route mode, providing additional anti-spoofing capabilities. Firewall service blocks inbound/outbound traffic based on source and destination IP address, port, and protocol



Services Exhibit

Firewall Service includes (1) changes required by Subscriber, subject to the technical limitation of the Firewall Service, (2) re-configuration of Firewall Service if rule additions, deletions or changes are needed, (3) on-going reactive support for the Firewall Service, (4) all firmware and subscription updates, and (5) Managed Security Services Reports. Firewall Service includes technical support for all locations where the Firewall Service is active. Subscriber can call MegaPath Support Center 24x7 for technical support on any Firewall Service related issues. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

Anti-Virus Service

MegaPath's Anti-Virus Service ("Anti-Virus Service") provides Subscriber's locations with virus, greyware and spyware protection to and from the Internet. The Anti-Virus Service operates bi-directionally and will detect and quarantine viruses, greyware and spyware traversing the MegaPath-managed firewall. Anti-Virus Service protocols include POP3, SMTP, IMAP, HTTP, FTP and IM. It should be noted that HTTPS is not supported by the Anti-Virus Service. Anti-virus compressed file filtering supports the following types, ZIP, MIME/UU, and CAB. Anti-Virus Service utilizes signature and rule based blocking.

The Anti-Virus Service includes (1) changes required by Subscriber, subject to the technical limitation of the Anti-Virus Service; (2) on-going reactive support for the Anti-Virus Service; (3) all firmware and subscription updates; (4) 24x7 proactive support for the Anti-Virus Service and (5) Managed Security Services Reporting. Anti-Virus Service includes technical support for all locations where the Anti-Virus Service is active. Subscriber can call MegaPath Support Center 24x7 for technical support on any Anti-Virus Service related issues. MegaPath will open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

Intrusion Detection Services

Intrusion Detection Services (IDS) performs a deep analysis on the network traffic so network based attacks can be detected. IDS services provided by MegaPath can only detect, but not react to an event. In addition, IDS recognizes patterns of bad behavior. The IDS uses signatures matching to identify threats and log so Subscriber can take the necessary action to stop attacks. IDS works well with Firewalls as the allowed traffic can be further inspected and attacks can be detected.

IDS includes (1) changes required by Subscriber, subject to technical limitation of IDS; (2) All firmware and subscription updates; (3) 24x7 reactive technical support for all locations where IDS is active. Subscriber can contact MegaPath support to open a trouble ticket for an IDS issue and to initiate trouble-shooting. MegaPath support personnel may need assistance from the End-User onsite to troubleshoot and resolve the issue.

Anti-Spam

MegaPath's Spam Tracker Service ("Spam Tracker") provides Subscriber with Spam Marking for emails that traverse the MegaPath-managed firewall. Spam Tracker supported protocols include POP3, SMTP and IMAP.

Spam Tracker includes (1) changes required by Subscriber, subject to the technical limitation of Spam Tracker, (2) on-going reactive support for Spam Tracker, (3) all firmware and subscription updates, (4) Managed Security Services Reports, (5) Configuration instructions for End-User Email clients for Spam management. Spam Tracker includes technical support for all locations where the Spam Tracker is active. Subscriber can call the MegaPath Support Center 24x7 for technical support on any Spam Tracker related issues. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site.

Whitelist/Blacklist Service

MegaPath's Whitelist/Blacklist Service ("WLBL") provides Subscriber the ability to control Internet site access from its locations. The "explicitly allow" (Whitelist) or "explicitly deny" (Blacklist) functions can be configured globally for all service locations that have the service active. The WLBL service supports HTTP and HTTPS. WLBL URL's can be specified at both server and domain level. WLBL is configured globally and cannot be customized for each End-User location.

The WLBL includes (1) changes required by Subscriber, subject to the technical limitation of the WLBL; (2) re-configuration of WLBL, such as additions or changes to the list; (3) on-going reactive support for the WLBL; (4) all firmware and subscription updates; (5) Managed Security Services Reporting. WLBL includes technical support for all locations where the WLBL is active. Subscriber can call MegaPath Support Center 24x7 for technical support on any WLBL related issues. MegaPath will then open a trouble ticket, on each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.



Services Exhibit

Content Filtering Service

MegaPath's Content Filtering Service ("Content Filtering") provides Subscriber the ability to control Internet site access from its locations by category of web content. Subscriber can allow or deny access to the content categories defined in the table below to allow for business-safe web browsing. Content Filtering supports HTTP and HTTPS. Content Filtering provides reports detailing the use of Internet browsing by users, allowing for productivity monitoring as well as acceptable use enforcement. Content Filtering is configured globally and cannot be customized for each End-User location.

Content Filtering includes (1) changes required by Subscriber, subject to the technical limitation of Content Filtering; (2) ongoing reactive support for Content Filtering; (3) all firmware and subscription updates; (4) Managed Security Services Reporting. Content Filtering includes technical support for all locations where Content Filtering is active. Subscriber can call MegaPath Support Center 24x7 for technical support on any Content Filtering related issues. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

Content Filtering supports the following categories:

Supported Content Filtering Categories

1. Potentially Liable			
Drug Abuse	Illegal or Unethical	Phishing	Racism and Hate
Discrimination	Marijuana	Plagiarism	Explicit Violence
Hacking	Extremist Groups	Proxy Avoidance	Child Abuse
2. Adult/Mature Content			
Abortion	Alternative Beliefs	Pornography	Tobacco
Adult Materials	Gambling	Sex Education	Weapons
Advocacy Organizations	Lingerie and Swimsuit	Sports Hunting and War Games	Dating
Alcohol	Nudity and Risqué	Sports Hunting and War Games	
4. Bandwidth Consuming			
Internet Radio and TV	File Sharing and Storage	Streaming Media Download	
Internet Telephony	Peer-to-peer File Sharing	Freeware and Software Downloads	
5. Security Risks			
Malicious Websites	Phishing	Spam URLs	
6. General Interest - Personal			
Advertising	Brokerage and Trading	Games	Web-based email
Entertainment	Arts and Culture	Education	Health and Wellness
Job Search	Medicine	News and Media	Social Networking
Political Organizations	Reference	Global Religion	Shopping and Auction
Society and Lifestyles	Sports	Travel	Personal Vehicle
Dynamic Content	Meaningless Content	Folklore	Web Chat
7. General Interest - Business			
Armed Forces	Government and Legal Organizations	Information and Computer Security	General Organizations
Business	Information Technology	Finance and Banking	Search Engines and Portal
Web Hosting	Secure Websites	Web-based Applications	

MegaPath will provide the following as a part of the Managed Security Services: Content Filtering Weekly Executive Report and Content Filtering Monthly Executive Report. Subscriber will contact MegaPath support to obtain the reports.



Services Exhibit

Virtual IP Address Service

MegaPath's Virtual IP Address solution is a method of connecting multiple computers / devices to the Internet (or any other IP network) using one IP Address. This allows businesses to connect their network to the Internet economically and efficiently. The Virtual IP Address solution is MegaPath's primary Network Address Translation (NAT) solution.

MegaPath's Virtual IP Address solution allows a single device, such as a router to act as an agent between the Internet and a Local Area Network (LAN). This means that only a single, unique IP address is required to represent an entire group of computers. In addition, the Virtual IP Address solution allows LAN devices to be monitored outside the Virtual Private Network (VPN).

Pricing for the MegaPath's Virtual IP Address solution is a monthly recurring charge per device, and includes one device change quarterly. Additional changes can be made for a nominal fee of \$50. Minimum term of 12 months is required.

Subscriber must provide device IP Address to be translated as well as the specific ports they required opened and allowed by the firewall. Subscriber also assumes the security responsibility of the devices, since the firewall will be allowing inbound access on those specified ports. If Subscriber requires significant engineering time, to determine which ports need to be forwarded, Subscriber will be billed at MegaPath's standard hourly rate.

Log Collection Service

MegaPath's logging collection service is a cloud-based offering which securely collects, analyzes, reports and stores logs from MegaPath provided CPE or customer provided security devices, network infrastructure and host systems. Logging services provides a Security as a Service (SaaS) model by providing a web-based customer portal to access all logs and events. It is the customer's responsibility to review all logs and events for remediation. MegaPath is not responsible or obligated to review logs. All logs collected can be viewed with a 3 month real time view; all other logs will be collected and saved for 12 months and can be pulled for review.

MegaPath supports two types of logging service: 1.) System Logging on the WAN – Logging from the MegaPath provided CPE; and 2.) System or Windows logging from a customer provided LAN device.

Logging collection service includes: (1) logging setup and configuration of MegaPath provided CPE; (2.) MegaPath will also log customer provided devices by IP and Customer will provide the IP for logging of their device; (3) 24x7x365 on-going customer initiated reactive support as it pertains to logging service provided by MegaPath. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

MegaPath's Managed Logging service is a cloud-based offering which securely collects, analyzes, reports and stores log data from MegaPath provided or Subscriber owned security devices, network infrastructure and host systems. The service offers both security information management (of log data) and log event management in a real-time format utilizing an agent-less approach to log collection that is both easily deployable and scalable in all Subscriber environments.

The service follows a Security as a Service (SaaS) model and provides a web-based Subscriber portal to access all of the Self Service Portal and it is Subscriber's responsibility to review all logs. MegaPath is not responsible for and has no obligation to review logs. The service is extremely scalable and can be used to collect log data just security infrastructure or every device which generates logs within the Subscriber's cardholder environment or data network, including the data center.

The log management service includes logging configuration initially required by Subscriber, subject to the technical limitation of the service. Subscriber can call MegaPath Support Center 24x7 for technical support on any log related issues in any locations where log service is active. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.



Services Exhibit

External Vulnerability Scanning Service

MegaPath's External Vulnerability Scanning Service (VSS) provides scanning for vulnerabilities and threats found on the customer network. The scans can be run quarterly, or ad-hoc by the customer. Customers will have access to a portal to run a scan, view any threats or vulnerabilities. It is the customer's responsibility to review any threats and vulnerabilities as well as any mitigation of events.

The VSS service includes (1) scanning policy configuration initially required by Subscriber, subject to the technical limitation of the service, (2) on-going reactive support and (3) quarterly certification reports for PCI compliance. VSS includes technical support for all locations where VSS is being used. Subscriber can call MegaPath Support Center 24x7x365 for technical support on any VSS related issues. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

Subscriber identifies its Internet-facing IP addresses which it owns or has the authority to engage MegaPath (or one of its ASV partners) to perform the scanning service in relation to and schedules them for scanning, as required by the PCI DSS. MegaPath will make commercially reasonable efforts to perform scans at the times requested. MegaPath's objective is to make successful scan results available on the console within 24 hours. If Subscriber has reason to believe a scan report contains a false positive, it may contact the NOC to open a false positive claim and request MegaPath to investigate and confirm whether a waiver letter is warranted. The service includes up to four (4) investigation / waiver requests annually. Additional requests for waivers during the annual subscription period will be charged at the normal hourly NOC support fee.

MegaPath's Vulnerability Scanning Service (VSS) can provide a quarterly or ad-hoc scan certification reports required to meet PCI compliance as well as an online portal in which a customer can run a ad-hoc vulnerability scan. This service assesses compliance with the PCI Data Security Standard ("DSS") during the subscription period.

Subscriber identifies its Internet-facing IP addresses which it owns or has the authority to engage MegaPath (or one of its ASV partners) to perform the scanning service in relation to and schedules them for scanning, as required by the PCI DSS. MegaPath will make commercially reasonable efforts to perform scans at the times requested. MegaPath's objective is to make successful scan results available on the console within 24 hours. If Subscriber has reason to believe a scan report contains a false positive, it may contact the NOC to open a false positive claim and request MegaPath to investigate and confirm whether a waiver letter is warranted. The service includes up to four (4) investigation / waiver requests annually. Additional requests for waivers during the annual subscription period will be charged at the normal hourly NOC support fee.

The VSS service includes (1) scanning policy configuration initially required by Subscriber, subject to the technical limitation of the service, (2) on-going reactive support and (3) quarterly certification reports for PCI compliance. VSS includes technical support for all locations where VSS is being used. Subscriber can call MegaPath Support Center 24x7 for technical support on any VSS related issues. MegaPath will then open a trouble ticket for each issue and initiate the trouble-shooting process. MegaPath Support personnel may need assistance from the End-User on-site to resolve the issue.

Rogue Wireless Detection

Rogue Wireless Detection provides Customers with a view of all 802.11 devices (a/b/g/n) that are present in the vicinity of the MegaPath managed CPE. All rogue APs (access point) will be logged and can be reviewed by the customer through the Customer Portal. Upon activating service, customer is responsible for identifying valid APs in the area. Any unauthorized devices can be removed/blocked through the MegaPath JCO process (job change order) or call into support. Customers can also generate on-demand reports that show 802.11 APs for a given location to assist in ongoing remediation activities or PCI Compliance audits. It is the customer's responsibility to run reports and contact MegaPath to block access to a newly detected rogue device if it cannot be removed from the customer's premise environment.

Managed PCI Compliance Bundles

MegaPath's bundled PCI service includes a set of comprehensive services required by customer's to assist with attaining compliance as they pertain to PCI, HIPAA, SOX, etc. MegaPath's PCI Compliant services can assist customers with meeting these requirements. The following services are included in the PCI bundle and offered on a 24 or 36 month service term. These services may also require that existing MegaPath customers with access services extend the service terms of those access service such that they will be co-terminus with the term of the PCI bundle.

(CPE Purchase Option) Note: These same PCI bundles are offered at lower monthly rates when the customer chooses to purchase the CPE up front as opposed to renting the CPE. When Subscriber chooses the CPE purchase option, Subscriber will also be required to pay for installation separately.

PCI Bundle with CPE rental

- FortiWiFi 80cm CPE with professional install
- Advanced Firewall and IDS subscriptions
- Log Management
- Rogue Wireless Detection



Services Exhibit

- Customer self service portal

PCI Bundle Plus

- FortiWiFi 80cm CPE w with professional install
- Advanced Firewall and IDS subscriptions
- Log Management
- Rogue Wireless Detection
- Customer self service portal
- External Vulnerability Scanning Service for 1 IP
- Log Management for 1 POS system

MegaPath's Bundled PCI Compliance Services include a set of comprehensive services needed by Subscriber to attain compliance in a broad range of areas. MegaPath PCI Compliant Services assists Subscriber with meeting PCI compliance requirements. MegaPath's premise-based PCI bundles are described below and are offered in either a turn-key SaaS format with no hardware to buy or with more traditional CPE purchase options.

Note: Managed PCI bundles require a 24 or Thirty-Six (36) month Service Term and may also require that existing Subscribers with existing access services extend the Service Terms of those access services to be coterminous with the term of the PCI bundle.

Premise Based PCI Bundle with CPE Rental (24 or 36 Month Term) includes;

- FortiWiFi 80CM hardware appliance w / pro-install
- Advanced firewall & IDS subscription updates
- Rogue Wireless Detection
- White list / black listing

Customer self-service portal access Premise Based PCI PLUS Bundle with CPE Rental (36 Month Term) includes;

(All of the items from the PCI base bundle plus);

- Managed Logging for one point-of-sale system
- Vulnerability Scanning Service for one IP address

(CPE Purchase Option) Note: These same PCI bundles are offered at lower monthly rates when the customer chooses to purchase the CPE up front as opposed to renting the CPE. When Subscriber chooses the CPE purchase option, Subscriber will also be required to pay for installation separately.

Subscriber Responsibilities

Required End-User-Provided Information

Each location must have an active broadband circuit before Managed Security Services can be configured and activated. Subscriber may purchase such circuits from MegaPath or from a provider other than MegaPath. If MegaPath circuits are not used, Subscriber must provide to MegaPath all necessary access circuit information, such as IP address, default Gateway, and Domain Name Service (DNS), at the time of ordering. For each location using a non-MegaPath circuit, a VPN tunnel from that location to the private network is required for the Managed Security Services. Failure to provide the correct information will result in delayed Managed Security Services installation, 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 Subscriber.

Service Fees and Terms

Monthly Recurring Charges

The Monthly Recurring Charge ("MRC") shown in the Pricing Schedule or Fee Schedule applies to each Managed Security Services installed for End-User.



Services Exhibit

Managed Security Services CPE and/or VPN Device Purchase

If a location needs Managed Security Services CPE and/or VPN device for the Managed Security Services, Subscriber agrees to pay the purchase price for that device. The type of device needed depends on the configuration of the network being deployed and the number of Managed Security Services and/or VPN tunnels that need to be terminated/initiated at that site. The purchase price of all available Managed Security Services CPE and/or VPN devices is set forth in the Pricing Schedule or Fee Schedule.

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

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

Standard (Non-Compliance) Log data and Report Retention

All Managed Security Services 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 the requested data reaching 90 (ninety) days old.

Activation and Installation

Managed Security Services are billed separately from broadband access circuits. Subscriber will be billed and agrees to pay for each MegaPath-provided broadband access circuit at the time of each circuit's acceptance as defined in the relevant Exhibit to this Agreement.

Subscriber must comply with all terms of this Exhibit, 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 Services, 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 Services installation cannot be completed.

Cancellation and Early Termination Fees

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

Note: Most Managed PCI bundles (previously described) require a Thirty-Six (36) month Service Term and may also require that existing MegaPath customers with access services extend the Service Terms of those access services such that they will be coterminous with the term of the PCI bundle.

Miscellaneous Charges

Other fees set forth in the Pricing Schedule or Fee Schedule shall apply if End-User requests additional services or changes to the Managed Security Services, as described in the Pricing Schedule or Fee Schedule.



Services Exhibit

Security Service Configuration Changes

Each security service is allowed 4 standard configuration changes per month. For example, if the Firewall and Whitelist/Blacklist services are purchased, then the Subscriber may request up to 4 Firewall and 4 Whitelist/Blacklist changes per month. Examples of these changes include adding or removing firewall rules and Whitelist/Blacklist entries. Changes that involve redesign of the solution or the addition/removal of services are not included. Any changes that involve design work or that exceed the 4 change limit are billable events. All changes must be submitted through the change request process by documented authorized Subscriber personnel.

XVII. SD-WAN PRO AND MANAGED NETWORK AND SECURITY SERVICES (IPSEC VPN, MANAGED FIREWALL AND MANAGED SECURITY)

Description of Services

MegaPath SD-WAN Pro and Managed Network and Security Services is a MegaPath delivered and managed service for Subscriber's VPN, Firewall and Security.

- **IPsec VPN:** Managed Network and Security IPsec VPN Fully MegaPath managed utilizing the Cisco Meraki MX series ("MX"); auto provisioning site-to-site VPN connects branches securely. Using IPsec over any wide area network, the MX links branches to headquarters, as well as to one another as if connected with a virtual Ethernet cable. Utilizing the Meraki Cloud dashboard to update in dynamic IP environments. Security associations and phases, authentication, key exchanges and security policies are all handled automatically by the MX VPN peers. MegaPath Security appliance configures, monitors and maintains the subscribers VPN connection. Security policies are handled automatically by the MegaPath CPE utilizing the Cloud dashboard. Hub and Spoke and full Mesh VPN topologies are available and a built-in firewall enables custom traffic and security policies that govern the entire VPN network.
- **Managed Firewall:** Utilizing Cisco's next generation firewall, included in MegaPath's CPE, gives Subscribers control over the users, content and applications on their network. The intrusion detection and prevention features Sourcefire's "Snort" engine. Leveraging the Cloud, threat signatures are automatically updated.
- **Managed Security:** Intrusion Detection and Prevention to protect Subscribers network. Content filtering, Identity based filtering policies and automatic Cloud based Signature Updates.

The SD-WAN Pro and Managed Network and Security Services can leverage MegaPath-provided access or can be deployed in an over the top model. Certain CPE has wireless capability, in those cases the Managed Wi-Fi Terms and Conditions also apply.

Key features of SD-WAN Pro and Managed Network and Security Services are:

Feature	Managed VPN w/ Firewall and SD-WAN Pro	Managed VPN w/ Firewall and Advanced Security and SD-WAN Pro with Advanced Security
Stateful Firewall	X	X
VLAN to VLAN routing	X	X
Link bonding/failover	X	X
3G/4G failover	X	X
Traffic Shaping/Prioritization	X	X
WAN optimization	X	X
Site-to-site VPN	X	X
Client VPN	X	X
MPLS to VPN Failover	X	X
Splash pages	X	X
Configuration templates	X	X



Services Exhibit

HTTP content caching	X	X
Group Policies	X	X
Client connectivity alerts	X	X
Geography based firewall rules		X
Intrusion detection/prevention		X
Content filtering		X
Anti-virus and anti-phishing		X
Youtube for Schools		X
Web Search Filtering		X

For SD-WAN Pro and Managed Network and Security Services, MegaPath can:

- Provide, install and configure device(s)
- Make changes as needed by the customer (up to 10 per month) including configuration and reporting changes
- Provide maintenance for the device(s) during the contract period
- Provide a standard set of reports

CPE

The SD-WAN Pro and Managed Network and Security Services are only available with MegaPath-provided equipment. Subscriber will be receiving MegaPath-owned assets as part of the service. Subscriber agrees to ensure that the equipment is protected and to return the equipment back to MegaPath when the service is disconnected or discontinued. The CPE and equipment is not available for Subscriber to purchase.

Equipment Warranty

MegaPath will provide a full warranty on all Meraki equipment for the life of the contract.

Discontinued CPE

If the discontinued product is not available for replacement or repair of an in-warranty return, Cisco Meraki may replace the discontinued product with functionally equivalent hardware and transfer the remaining license term from the replaced product to the replacement hardware.

Additionally if a Meraki product is discontinued, legacy Meraki products typically can connect to the cloud-based management software for the entire useful life of the product, following the end of life date, however, some things may change, including the following:

- We cannot guarantee that legacy hardware products will be able to connect to the management software indefinitely following the end of life date;
- Technical Support may no longer troubleshoot the legacy hardware products;
- We may no longer issue firmware updates or patches for the legacy products; and
- New software features available for the management software may not be compatible with the legacy hardware functionality or with the firmware running on the legacy hardware.

If either of the first two situations above occurs, then we will use our best efforts to provide Subscriber with a workable solution for upgrading from the legacy hardware.



Services Exhibit

Term and Termination

The Service Term or Extended Term for SD-WAN Pro and Managed Network and Security Services shall automatically extend for additional Renewal Terms of one (1) year, unless Subscriber gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended, or Renewal Term. If the Service as a whole is disconnected or terminated prior to the end of the Service, Extended or Renewal Term, by MegaPath due to a breach of the Agreement, or by Subscriber or End-User for any reason, then Subscriber agrees to return all CPE and pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the respective Service, Extended or Renewal Term.

XVIII. SD-WAN ENTERPRISE SERVICES AND ADVANCED SECURITY

Description of Services

MegaPath SD-WAN Enterprise is a MegaPath delivered and managed service which utilizes (1) a network of gateways running proprietary Gateway software and controller software deployed at network and cloud data centers, (2) proprietary Edge CPE devices installed at customer branch, HQ and/or datacenter locations, and (3) a proprietary network-connected Orchestrator or dashboard for centralized configuration, monitoring and provisioning of virtual services.

- Hub and Spoke IPsec VPN
- Dynamic Branch to Branch IPsec VON
- Bandwidth Aggregation
- Firewall/Router
- 3rd Party VPNs
- Voice/Application failover

For MegaPath's SD-WAN Enterprise service, MegaPath can:

- Provide, install and configure device(s)
- Make changes as needed by the customer (up to 10 per month for both SD-WAN Enterprise and Advanced Security Services) including basic configuration redesigns and reporting changes
- Provide maintenance for the device(s) during the contract period
- Provide a standard set of reports

Advanced Security

MegaPath's Advanced Security service Add-on to the SD-WAN Enterprise product utilizes Fortinet. The Fortinet FortiGate device is an on premise Enterprise Firewall solution. MegaPath also offers a virtualized solution that is part of the VeloCloud Edge device. The service is a fully managed Enterprise Level Security solution.

MegaPath manages the Advanced Security product via Forti-Manager and Forti-Analyzer portals. Customers will have read-only access to Forti-Analyzer to view logs and security reports.

MegaPath's base Advanced Security package includes:

- Anti-virus which scans files and blocks viruses
- Web Filtering which:
 - Blocks security risks (dynamic DNS, malicious websites, phishing and spam URLs)
 - Gives a warning on potential liability categories (extremist groups and adult content)
- Application Control: Default Block-Botnet profile
- IPS- Protects against client-side vulnerabilities and protects against recent Ransomware
- Proxy- Default, required for SSL inspection and security profile
- SSL Inspection- SSL Certification inspection

In addition to the base package the service can:

- Create firewall rules for port forwards
- Block specific websites or services
- Block Countries
- Block "foreign addresses"
- Block content categories e.g. Video Streaming, Social etc.
- Restrict access to only one destination from a particular VLAN e.g. POS system communication to corporate database server
- PCI compliance related: inter-VLAN ACLs – machines on one VLAN should only be able to reach (e.g. port 80 on another, or can only reach specific IP addresses on another, or can't reach another at all)



Services Exhibit

Any request outside of the base package is subject to a design review and may result in additional non-recurring or monthly charges.

CPE

The SD-WAN Enterprise and Advanced Security services are only available with MegaPath-provided CPE. Subscriber will be receiving MegaPath-owned assets as part of the service. Subscriber agrees to ensure that the equipment is protected and to return the equipment back to MegaPath when the service is disconnected or discontinued. The CPE and equipment is not available for Subscriber to purchase.

Pre-Installation Technical Document

Subscriber must assist in the completion of the Technical Architecture Document (TAD) prior to the installation commencement. Install intervals will not begin until the TAD is agreed upon and signed off on by Subscriber. The information needed will vary depending on customer design but generally will consist of LAN and WAN design, access types(s) and bandwidth, number of users and network policies.

Integration with Third Party

MegaPath SD-WAN Enterprise can aggregate and dynamically select from multiple WAN connections (up to 6 depending on the CPE model). It is not a requirement of SD-WAN Enterprise that MegaPath supply all or any of these WAN connections (Access). Subscriber can use MegaPath's SD-WAN Enterprise solution to terminate and aggregate bandwidth of any type from any provider. MegaPath is not responsible for troubleshooting or downtime from any third party network provider's access or equipment.

WARRANTY

During the term, MegaPath will replace failed CPE with an equivalent device for no additional charge. At qualified locations MegaPath will advance-replace failed units, they will be shipped out same business day as long as request is made early enough in the day. Customer must return failed unit(s) to MegaPath within fifteen (15) days from the date of receipt of replacement product(s) in order to avoid late penalties. MegaPath reserves the right to bill for units not shipped within this time.

Upon service termination, or CPE replacement, Subscriber must return CPE using supplied Return labels.

Term and Termination

The Service Term for SD-WAN Enterprise Services shall automatically renew for additional Renewal Terms of one (1) year, unless Subscriber gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended, or Renewal Term. If the Service as a whole is disconnected or terminated prior to the end of the Service, Extended, or Renewal Term, by MegaPath due to a breach of the Agreement, or by Subscriber or End-User for any reason, then Subscriber agrees to pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the respective Service, Extended or Renewal Term.

End User Agreement

Additional Terms and Conditions for VeloCloud (SD-WAN Enterprise) Services

Your use of the SD-WAN Enterprise Services which are made available for resale by MegaPath from VeloCloud Networks, Inc. ("VeloCloud") are subject to the terms and conditions of the then-current VeloCloud End User Subscription Agreement located at www.velocloud.com/company/subscriptions/. The terms of the then-current VeloCloud End User Subscription Agreement which include, but are not limited to, provisions regarding *limitations of liability*, *disclaimers of warranty*, *reservation of intellectual property rights*, and restrictions on the use and resale of the VeloCloud Services, are incorporated herein by reference. MegaPath is required to ensure that your use of the VeloCloud Services abides by VeloCloud's terms and, at all times, MegaPath is required to report unauthorized use of the VeloCloud Services, or if necessary suspend your use thereof.

Fulfillment

Upon ordering MegaPath will use commercially reasonable efforts to deliver the ordered CPE to the customer's locations. Any delivery dates provided by MegaPath are estimates, and subject to change. Actual delivery dates may be affected by timely completion of customer TAD.

Maintenance, Change and Firmware Upgrades:

MegaPath may, subject to its compliance and with all applicable laws and at its sole discretion without incurring any liability, change the features of or discontinue the sale of the SD-WAN Enterprise product. MegaPath will use commercially reasonable efforts to ensure that any such changes will not have a material adverse effect on the functionality or



Services Exhibit

performance of the product. MegaPath will use reasonable methods to notify the Subscriber in advance of any material changes.

XIX. MANAGED WI-FI SERVICES

Description of Services

MegaPath Managed Wi-Fi Service is a MegaPath delivered and managed service for Subscriber's Wireless LAN side Wi-Fi devices in private mode or public 'hot spot' mode. By using these services Subscriber can off-load a resource-intensive Wireless Local Area Network (WLAN) management to MegaPath and focus on activities that are critical for their business. With a fully capable platform enabled by industry leading technology, backed by a workforce that is well versed in handling the complexities of the Managed Wi-Fi Services, MegaPath aims to provide, deliver, install, configure, monitor and manage the Wireless LAN on behalf of Subscriber.

The Managed Wi-Fi Service can leverage the same circuit used for the site's VPN or Internet connectivity, or can be provided on a circuit dedicated to the Managed Wi-Fi service (circuits may be priced separately and Subscriber must comply with MegaPath's and the underlying provider's Terms & Conditions and AUP). In most instances, except Cable (Cable is usually 3-box), MegaPath's Managed Wi-Fi Service is a two-CPE solution, with CPE terminating the broadband connection, and separate CPE called Wireless Access Point supporting the Managed Wi-Fi Service. However, in situations where there are a larger number of sites, there could be more than one Wireless Access Point.

There is a monthly recurring charge per device.

Key features of the Managed Wi-Fi Service are:

- Supports 802.11g and 802.11n
- Managed through the Cloud
- Supports Public Hotspot and Private Wi-Fi modes
- Traffic Prioritization
- 802.11x/EAP End user authentication integrated with customer authentication system like RADIUS
- WPA2 encryption
- Broadcast/Non-Broadcast SSIDs
- Multi-SSID (up to 3 – system supports up to 7)
- Automatic Load balancing of connections
- Branded Welcome Page for Hotspot
- Standard terms and conditions or URL redirect for terms and conditions
- Optional "Family Friendly" Content Filtering
- Bandwidth restriction capabilities
- Extensive reporting
- PCI DSS Support – Reporting that supports the PCI compliance requirements
- Customer portal for service visibility

The Managed Wi-Fi Service can be offered on any access service provided by MegaPath or on Subscriber provided access.

For Managed Wi-Fi Service, MegaPath can:

- Provide, install & configure the device(s)
- Make changes as needed by the customer (up to 10 per month) including configuration and reporting changes
- Provide maintenance for the device(s) during the contract period
- Provide a standard set of reports that can be further customized within the abilities of the system to meet customer's needs

CPE

The Managed Wi-Fi Service is only available with MegaPath provided equipment. Subscriber will be receiving MegaPath owned assets as part of the service. Subscriber agrees to ensure that the equipment is protected and to return the equipment back to MegaPath when the service is disconnected or discontinued. The CPE and equipment is not available for Subscriber to purchase.



Services Exhibit

Technical Support

Subscriber acknowledges and agrees that MegaPath will not be able to support Subscriber's End-Users or customers (employees, contractors, users, tenants, patrons) with their connectivity questions, queries or issues with MegaPath Managed Wi-Fi Service. Subscriber's IT services organization will be responsible for handling all queries from Subscriber's End Users and customers. If it is determined that a consultation is needed with MegaPath then the Subscriber's assigned point of contact should contact MegaPath and open a ticket to work towards a resolution.

Subscriber Responsibilities

Subscriber consents to Traffic Information being collected.

Subscriber must provide prominent notice and consent terms to Individual Users in order to (i) add Individual User's devices to the Networks and will provide similar provisions to Individual Users of the Network, (ii) permit MegaPath and its vendor to collect, use, and disclose Traffic Information and (iii) to the extent Subscriber uses Systems Manager, to use Systems Manager as described above (including, without limitation, accessing and deleting files on devices) and to permit MegaPath and its vendor to collect, use, and disclose Systems Manager Data. Subscriber hereby consents to collection, use, and disclosure of Traffic Information and, to the extent Subscriber uses Systems Manager, to MegaPath and its vendor's use of the Device Management Functionality and its collection, use, and disclosure of Systems Manager Data, in each case.

Term and Termination

The Service Term or Extended Term for Managed Wi-Fi Services shall automatically extend for additional Renewal Terms of one (1) year, unless Subscriber gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended or Renewal Term. If the Service as a whole is disconnected or terminated prior to the end of the Service, Extended or Renewal Term, by MegaPath due to a breach of this Agreement, or by Subscriber or End-User for any reason, then Subscriber hereby agrees to pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the respective Service, Extended or Renewal Term.

XX. MANAGED WI-FI HOTSPOT

Description of Services

MegaPath Managed Wi-Fi HotSpot service enables venues to offer high-speed wireless Internet access for use by their Subscribers with Wi-Fi enabled laptops or PDAs. The HotSpot service can leverage the same circuit used for the site's VPN or Internet connectivity, or can be provided on a circuit dedicated to the HotSpot service (circuits priced separately.) In most instances except Cable (Cable is usually 3-box), MegaPath's Wi-Fi HotSpot service is a two-CPE solution, with CPE terminating the broadband connection, and separate CPE supporting the Hotspot service.

MegaPath provides two versions of the Managed Wi-Fi HotSpot service: Standard and Premium. Basic components included are as follows:

- MegaPath-hosted Subscriber-branded HotSpot Welcome page that end-users will utilize to accept the Subscriber's terms and conditions.
- MegaPath provides 24/7 support for the HotSpot gateway and server communication.
- Family Friendly Surfing (Content Filtering)
- HotSpot usage reports are provided as per the abilities of the system for Subscribers to review the activity of the HotSpots.
- User Authentication options:
 - a) Open – End-users simply agree to the terms and conditions posted on the HotSpot Welcome page. Upon agreeing the terms and conditions, end-users will have access to the unrestricted Internet.
 - b) Access Codes - includes 1,000 Access Authentication Codes, which allow Subscriber to restrict access to select users (e.g., restaurant patrons). There are two types of Access Authentication Codes that Subscribers can use: 1 hour of web access; or 24 web access. Upon expiration of the code, the code will not work for future surfing sessions. Upon agreeing to the terms and conditions and entering the access code, end-users will have access to Internet sites that do not contain objectionable content as defined by MegaPath. MegaPath will only supply the codes to the Subscriber. Integrating the codes into point of sale systems or other devices, or printing the codes on cards, is the sole responsibility of the Subscriber. Subscribers are responsible for creation of any marketing materials to promote their HotSpot service.
 - c) Username and password - Requires Subscriber to register and create a user name (email address) and password to gain access. Wandering Wi-Fi manages the user registration process.

Standard – Does NOT include End-User support for users at Subscriber venues



Services Exhibit

Premium - INCLUDES End-User support for users at Subscriber venues

Business Rules

- MegaPath managed HotSpot is only available when sold in conjunction with MegaPath Access services and cannot be sold as a stand-alone offering.
- HotSpot is available on Customer Provided Access Circuits where MegaPath is providing a managed VPN service.
- HotSpot service requires a professional on-site installation.
- CPE required for this service may not be available for Managed CPE Plus.
- There are no SLAs associated with HotSpot service.
- HotSpot service must be sold at the time of initial broadband circuit order. However, if Subscriber wants to order the Wi-Fi HotSpot services for its existing MegaPath Broadband locations, then it will be handled as a separate project.
- Remainder of term Early Termination Fees apply.
- Minimum term of 12 months required

Term and Termination

The Service Term or Extended Term for Managed Wi-Fi Hotspot Services shall automatically extend for additional Renewal Terms of one (1) year, unless Subscriber gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended or Renewal Term. If the Service as a whole is disconnected or terminated prior to the end of the Service, Extended or Renewal Term, by MegaPath due to a breach of this Agreement, or by Subscriber or End-User for any reason, then Subscriber hereby agrees to pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the respective Service, Extended or Renewal Term.

XXI. DIGITAL CERTIFICATES

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 or Remote Access IPsec VPN. Digital Certificates protect corporate networks from key loggers, fake Wi-Fi 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 as identified in the Pricing Schedule or Fee Schedule.

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 Agreement and ends on the last day of the number of months indicated on the Pricing Schedule or Fee Schedule for ramp, if applicable, subsequent to the Effective Date. The Pricing Schedule or Fee Schedule 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 Subscriber elect for the 50 – 99 Volume Tier, Subscriber is agreeing to a Minimum Monthly Commitment of fifty (50) Digital



Services Exhibit

Certificate licenses at the price for that Volume Tier. During the Service Term, Subscriber may increase its Volume Tier by submitting a request in writing and the Minimum Monthly Commitment shall also increase accordingly. However, the Volume Tier and Minimum Monthly Commitment billed to Subscriber shall not decrease at any time.

With any increase in Volume Tier, Subscriber must also select an Extended Term for all Digital Certificate services equal to at least the time remaining under the Service Term then in place, rounded up by full year increments. Pricing for subsequent License purchases will be based on its total number of Licenses and Extended Term, as shown in the Pricing Schedule or Fee Schedule. 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 or Fee Schedule 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 or Extended Term of this Exhibit shall automatically extend for additional Renewal Terms of one (1) year, unless Subscriber gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended or Renewal Term. If the Digital Certificate service as a whole is disconnected or terminated prior to the end of the Service, Extended or Renewal Term, by MegaPath due to a breach of this Agreement, or by Subscriber or End-User for any reason, then Subscriber hereby agrees to pay an Early Termination Fee equal to the Minimum Monthly Commitment Fee times the number of months remaining in the respective Service, Extended or Renewal Term plus the remaining active period for any active digital cert 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.

XIX. MANAGED SSL VPN – NETWORK-BASED SERVICE (ONLY AVAILABLE WITH MPLS VPN SERVICE)

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

Customer has elected the **Network-Based SSL Service**. Network-based SSL uses Secure Socket Layer encryption protocol to establish a secure tunnel to the Customer's MPLS Network. The remote user will initiate a SSL VPN connection using a MegaPath supplied SSL client running on their PC. Remote computer must be equipped with Microsoft Windows Operating System Windows 2000/XP/2007 or higher and is also available for MacOS v10.4/v10.5 or higher. The remote user is connected by a virtual secure tunnel that can support up to 256-bit AES encryption.

MegaPath's Obligations

Following the activation of the Network based SSL Services; MegaPath will provide the following to Customer: (i) link to SSL VPN Client and, (ii) access to and use of the MegaPath Installation and FAQ document. MegaPath will provision a Digital Certificate for the customer access domain. CUST.sslremotearchive.com

Security; Service Levels; and Maintenance

Availability SLA



Services Exhibit

Description: MegaPath's SLA for Availability is measured in minutes of uptime over the calendar month during which the MegaPath Network Based SSL platform is available to transport IP packets.

Measurement: The Availability SLA measurement is limited to the MegaPath core infrastructure that supports Network Based SSL solution. Availability is measured 24X7x365 by MegaPath Network Operations. The Availability SLA takes effect beginning on the 1st calendar day of the first full month after service is activated.

Remedy:

If Customer experiences availability issue, an SLA claim may be submitted to MegaPath for review. Should MegaPath determine the SLA was not met, the below SLA table outlines credits to be applied:

AVERAGE AVAILABILITY	CREDIT FOR MISSED SLA
Availability ≥ SLA Metric	No Credit
50% ≤ Availability < SLA Metric	1% of the MRC of the affected circuit for each incremental percentage point below SLA Metric that the circuit was unavailable during the month
Availability < 50%	100% of the MRC of the affected circuit

Technical Support

MegaPath will provide technical support to Customer's designated network administrators.

Customer's Responsibilities. Customer or its agents shall be solely responsible for Tier 1 Support. Customer's Tier 1 Support obligations include all contact with End Users for the purpose of providing Network-based SSL Service 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**"). Customer 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 Customer designated help desk representatives on a 7 x 24 x 365 basis. 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 Customer's designated MegaPath subject matter experts with queries related to use of the Network-based SSL Service as soon as reasonably practicable in all circumstances.

Customer Responsibilities

Customer Security Administrator. Customer will designate primary and back up contact point to receive notifications from MegaPath. Customer will provide credentials for authentication platform (RADIUS and LDAP).

Service Fees and Term

Implementation Fees & Expenses. Customer 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 Agreement.

Monthly Recurring Charges. With effect from the Production Date applicable to a Service Order Form, Customer 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 Network-based SSL End Users for each month of the Service term at the rates stated in the Pricing Schedule, Fee Schedule, or SOF. 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. Customer shall pay MegaPath a base monthly subscription fee ("**Base Fee**"), based on the contract package of maximum End Users for which Customer has subscribed, as specified in the applicable Service Order Form ("**Base Rate Users**").

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



Services Exhibit

With any increase in Volume Tier, Customer 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 or Fee Schedule upon thirty (30) days notice to Customer; such changes will be effective for all new orders or increases and for existing orders after expiration of the Service Term or Extended Term then in effect for such orders.

Term and Termination. The Service Term or Extended Term for each Network-based SSL Package shall automatically extend for additional terms of one (1) year (each a "Renewal Term"), unless Customer gives written notice to MegaPath at least sixty (60) days prior to the end of the then-current Service, Extended or Renewal Term. If Network-based SSL service is disconnected or terminated prior to the end of a Service, Extended or Renewal Term, by MegaPath due to a breach of this Agreement, or by Customer for any reason, then Customer hereby agrees to pay an Early Termination fee equal to the Monthly Recurring Charges then in effect times the number of months remaining in the respective Service, Extended or Renewal Term. Termination of the MPLS VPN Service will automatically terminate the Network-based SSL VPN Service. If such a termination occurs prior to the end of the Network-based SSL Service Term, Customer shall be liable for the Early Termination Fee described above.

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.

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

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 CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) 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 Fortinet, Inc. ("Supplier").

1. **The Parties.** The parties to this Agreement are MegaPath Cloud Company, LLC ("MegaPath"), and the person or organization that originally purchased from MegaPath the applicable license(s) for use of the Software ("Customer") (collectively, the "Parties").
2. **The Software.** In this Agreement, "Software" means the program modules and features of the MegaPath or Supplier provided software, and updates and releases of such software, for which Customer has paid the applicable license or support fees to MegaPath. "Embedded Software" means Software which the Supplier has embedded in the equipment.
3. **License Grant.** Subject to payment of the applicable fees and the limitations and restrictions set forth herein, MegaPath grants to Customer 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:
 - a. Customer shall use the Embedded Software solely as embedded in, and for execution on, equipment originally purchased or rented by Customer from MegaPath.
 - b. Product purchase documents, paper or electronic user documentation, and/or the particular licenses purchased by Customer may specify limits to Customer's use of the Software. Such limits may restrict use to a maximum number of seats, registered endpoints, concurrent users, sessions, calls, connections, Customers, 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. Customer's use of the Software shall be subject to all such limitations and purchase of all applicable licenses.
 - c. For any trial copy of the Software, Customer's right to use the Software expires 30 days after download, installation or use of the Software. Customer may operate the Software after the 30-day trial period only if Customer pays for a license to do so. Customer may not extend or create an additional trial period by re-installing the Software after the 30-day trial period.



Services Exhibit

The foregoing license is not transferable or assignable by Customer. 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 Customer to, and Customer 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 Customer 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 Customer did not originally purchase or rent from MegaPath; (k) disclose 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.** Customer shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by MegaPath, Customer 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, Customer 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 Customer employees and contractors having a need to use the Software for Customer'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 NON-INFRINGEMENT. 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 Customer, whether in contract, tort (including negligence), breach of warranty, or otherwise, exceed the price paid by Customer 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 Customer for such other product. Customer 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 Customer to pay any applicable fees due shall result in automatic termination of the license granted herein. Upon such termination, Customer shall destroy or return to MegaPath all copies of the Software and related documentation in Customer's possession or control.
10. **Taxes.** All license fees for the Software are exclusive of taxes, withholdings, duties, or levies (collectively "Taxes"). Customer shall be responsible for paying Taxes arising from the purchase of the license, or importation or use of the Software.
11. **Export.** Customer 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. Customer shall be liable for any such violations. The version of the Software supplied to Customer may contain encryption or other capabilities restricting Customer's ability to export the Software without an export license.



Services Exhibit

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 Customer's written request, MegaPath shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of applicable fee, if any. Customer 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 Cloud Company, LLC, 6800 Koll Center Parkway, Ste. 200, Pleasanton, CA 94566, Attn: General Counsel.

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 Customer 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 Customer shall govern to the extent such terms are inconsistent or conflict with terms contained herein. No modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation has been written in the English language, and the Parties agree that the English version will govern. (For Canada: Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise. (Translation: The parties confirm that this Agreement and all related documentation is and will be in the English language)).

XX. HOSTED SERVICES

Hosted Data Backup and Recovery Service

Description of Services

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

Restore Options

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

Data Shuttle Service

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



Services Exhibit

Subscriber Responsibilities

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

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

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

Service Terms

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

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

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

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



Services Exhibit

notwithstanding this limitation); (d) remove, alter, cover or obfuscate any copyright notices, trademarks, or other proprietary rights notices included in the software; or (e) otherwise use the software, except as expressly permitted hereunder. The software and all worldwide intellectual property rights therein, are the exclusive property of MegaPath and its third-party licensors. All rights not expressly granted to Subscriber hereunder are hereby reserved by MegaPath.

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

B. Cloud Hosting

Definitions

The following additional definitions apply to Cloud Hosting Services. To the extent of any conflict in the definition of these terms with the same or similar terms used elsewhere in the Services Exhibit, as to the Cloud Hosting Services, the definitions described below shall govern.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone", server or other electronic device.

"Operating Systems" means a computer program that manages the resources allocated to a virtual machine. It accepts keyboard or mouse inputs from users and displays the results of the actions and allows the user to run applications, or communicate with other computers via networked connections.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with server software.

"Redistribution Software" means the software described in Paragraph 17.3 ("Use of Redistribution Software") below.

"Virtual Organization" (vOrg) is a unit of administration for a collection of users, groups, and computing resources. Users authenticate at the organization level, supplying credentials established by an organization administrator when the user was created or imported. Administrators manage organization users, groups, and catalogs.

"Virtual Data Center" ("vDC") provides resources to a Virtual Organization. vDCs provide an environment where virtual machines can be stored, deployed, and operated. They also provide storage for virtual media, such as floppy disks and CD ROMs.

Description of Services

MegaPath's Enterprise Cloud Service

MegaPath's Enterprise Cloud service runs on top-of-the-line equipment from providers such as HP, Dell, Cisco, Force 10, Nexenta, EMC in a fully redundant, fault tolerant 10 gig system architecture. This equipment is co-located in a Tier IV SAS70 / SSAE16 compliant datacenters, with redundant UPS, power generation and HVAC facilities; multiple tier 1 internet access providers; and comprehensive fire suppression, video-surveillance and security systems. Finally, the platform leverages VMware's hypervisor software to automatically move Subscribers' applications and data to another physical server in the event of a server failure or performance degradation. It does this by creating virtual machines (VMs) throughout a cluster of physical servers, and proactively monitors the performance of each physical server to anticipate and automatically respond to potential issues. This combination of enterprise-class equipment, fault-tolerant system architecture and datacenter facilities, and the use of hypervisor software to proactively manage the computing resources ensures maximum uptime and performance.

Resource Allocation & Usage for Enterprise Cloud

MegaPath's Enterprise Cloud service provides Subscribers with resource pools ("Resource Pools") that contain a specified amount of processing ("Cores"), memory ("RAM") and storage ("Storage") for a monthly recurring charge. Subscribers can create Virtual Machines ("VMs") and allocate a certain amount of Cores, RAM and Storage to each VM based on the applications they plan to run. The amount of Cores, RAM and Storage allocated to a particular VM represents the maximum amount of resources that that VM can consume, however, it can be increased/decreased at any time the Subscriber chooses to do so. Increases may be subject to the payment of additional fees or may require a new committed term. Subscriber may decrease Services by 20% without any Early Termination Fee. The total combined Cores, RAM and Storage allocated to all of the VMs represents the Subscriber's "Allocated Resources", whereas the amount of resources that these VMs actually consume represent the Subscriber's "Actual Usage". Enterprise Cloud Standard Subscribers subscribe for and are allocated a set of resources. Enterprise Cloud Standard Subscribers cannot allocate resources to VMs in excess of their



Services Exhibit

total allocated Resource Pool. MegaPath manages the platform to ensure that there is never any contention for subscribed resources.

MegaPath's Private Cloud Service

MegaPath's Private Cloud platform consists of enterprise-class servers, routers, switches, and SAS storage equipment configured per the specified package ordered. This equipment can be co-located in datacenters which are Tier IV SAS70 / SSAE16 compliant facilities, with redundant UPS, power generation and HVAC facilities; multiple tier 1 internet access providers; and comprehensive fire suppression, video-surveillance and security systems. Finally, the platform leverages VMware's hypervisor software to automatically move Subscribers' applications and data to another physical server in the event of a server failure or performance degradation. It does this by creating virtual machines (VMs) throughout a cluster of physical servers, and proactively monitors the performance of each physical server to anticipate and automatically respond to potential issues. This combination of enterprise-class equipment, fault-tolerant system architecture and datacenter facilities, and the use of hypervisor software to proactively manage the computing resources ensures maximum uptime and performance.

Operating Systems & Other Software

MegaPath offers a selection of commonly used Operating Systems for Subscriber and/or its Subscriber End-Users to install on their VMs. Subscriber may request additional Operating Systems be added and MegaPath may do so at its discretion. When one of these Operating Systems is selected, the associated software is downloaded either from MegaPath's OS server or the Subscriber's OS server, whichever the Subscriber prefers (however, this must be specified in advance and applies to all of Subscriber's VMs). If Subscriber chooses to use the Operating Systems stored on MegaPath's OS servers, the Operating System pricing will apply. If the Subscriber uses its OS servers to provide the Operating Systems then it will be responsible for supplying, tracking, reporting and paying any licensing fees associated with this software. Likewise, Subscriber will be responsible for supplying, tracking, reporting and paying for any other software it installs on its VMs, including but not limited to database, anti-virus, back-up and monitoring and alerting software.

Networking, Firewalling & Load Balancing

Subscriber has access to the built-in vShield Edge, software appliance based firewall, load balancing, and networking configuration utility as part of their access rights to the web-based portal, called the "Control Panel", which is described below. Subscribers have access to the same Control Panel as part of their Virtual Organization, and the Subscriber may modify the settings for the individual Virtual Organizations assigned to them. Subscriber may, at their option and for a fee, substitute Subscriber owned equipment as an alternative hardware option to supply firewalling, limited networking (VLANs upstream, MPLS networks, etc.), and load balancing to the Subscriber's Virtual Data Center. Additionally, where Subscriber hardware is utilized, A/V and other hardware appliances may also be collocated per the collocation rate to offer additional, enhanced services to the Subscriber.

Web-based Control Panel

Subscriber may be granted administrative access to VMware's vDirector Control Panel to add/remove/change and manage VMs and/or networks. Some Subscribers may have limited access so they can only view their VMs and the associated reports. When creating VMs, Subscriber must specify the amount of Cores, RAM and Storage for each, as well as the networking parameters, the operating system, and VMware-based firewalling and load balancing rules (if applicable).

Support

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

Service Fees and Terms

Ordering and Billing

Subscriber shall order Enterprise and Private Cloud Services using a Service Order Form, which may be sent to MegaPath via email, fax or API. Ordering of this Service is not available through the Enterprise portal, but MegaPath may make this functionality available at MegaPath's discretion. The Service Order Form will specify the size of the Resource Pool (Cores, RAM and Storage); and any other service features/options associated with the Subscriber's solution. Subscriber will also complete the MegaPath Cloud Technical Architecture Document (TAD), detailing the technical specifications of the Subscriber's solution. Service is considered activated when servers are operational and Subscriber has received valid credentials for the Service. Billing will start upon Service activation.



Services Exhibit

C. Hosted Exchange and Hosted SharePoint Service

Description of Services

Hosted Exchange

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

Hosted SharePoint

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

OPTIONAL SERVICES

3rd Party Journaling

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

Active Directory Synchronization

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

ActiveSync

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

BlackBerry

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

Email Compliance Archiving

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

Hosted Exchange Migration Service

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

Hosted SharePoint SSL Certificate

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

Microsoft Outlook

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



Services Exhibit

Secure Mail

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

Definitions

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

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

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

Subscriber Responsibilities

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

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

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

Service Terms

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

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



Services Exhibit

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

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

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

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

SPECIAL THIRD PARTY LICENSE TERMS AND CONDITIONS

Additional Terms for RIM Services.

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

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

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

Additional Terms for MegaPath Secure Mail.

MegaPath Secure Mail is intended to be used to only deliver sensitive data, and not meant to encrypt every message sent. If MegaPath believes at any time during the term of the Agreement that Subscriber or its end-users are not complying with this requirement, then Subscriber agrees to cooperate with MegaPath in its investigation of such noncompliance and any appropriate remedies. Subscriber acknowledges and agrees that MegaPath has no responsibility and shall have no liability (criminal, civil, or otherwise) for any loss or damage caused as a result of Subscriber's misuse of the Secure Mail service.



Services Exhibit

Further Subscriber acknowledges and accepts that use of the Secure Mail service is entirely at its control and discretion. Secure Mail is intended to be used solely to enable Subscriber to enforce an existing, effectively implemented acceptable computer use policy (or its equivalent). Use of encrypted services in some countries may be subject to laws and regulations. Subscriber is advised to always check relevant laws and regulations prior to deploying and using Secure Mail. MegaPath accepts no liability for any civil or criminal liability that may be incurred by the Subscriber as a result of the operation of Secure Mail and Subscriber hereby indemnifies MegaPath for any costs, fees, damages incurred as a result of any claim for civil or criminal liability.

Terms and Conditions Regarding Use of Microsoft Software

This document governs the use of Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Licensed Products") provided by MegaPath. MegaPath does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which MegaPath must inform you. Your right to use the Licensed Products is subject to the terms of your agreement with MegaPath, and to your understanding of, compliance with, and consent to the following terms and conditions and the Microsoft Service Provider Use Rights (SPUR) document, which is located at <http://www.microsoft.com>, which MegaPath does not have authority to vary, alter, or amend.

Ownership of Licensed Products

The Licensed Products are licensed to MegaPath from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of the Licensed Products or any intellectual property rights to you.

Use of Client Software

You may use the Client Software installed on your Devices by MegaPath only in accordance with the instructions, and only in connection with the services, provided to you by MegaPath. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

Use of Redistribution Software In connection with the services provided to you by MegaPath, you may have access to certain "sample", "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO MEGAPATH, WHICH TERMS MUST BE PROVIDED TO YOU BY MEGAPATH. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by MegaPath.

Copies

You may not make any copies of the Licensed Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by MegaPath; and (b) you may make copies of certain Redistribution Software in accordance with the paragraph above (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with MegaPath, upon notice from MegaPath or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Licensed Products.

Limitations on Reverse Engineering, Decompilation and Disassembly

You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

No Rental

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Licensed Products except for the sole purpose of accessing the functionality of the Licensed Products in the form of software services in accordance with the terms of this agreement and any agreement between you and MegaPath.

Termination



Services Exhibit

Without prejudice to any other rights, MegaPath may terminate your rights to use the Licensed Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with MegaPath or MegaPath's agreement with Microsoft under which the Licensed Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of its component parts.

NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT

ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY MEGAPATH AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

Product Support

Any support for the Licensed Products is provided to you by MegaPath and is not provided by Microsoft, its affiliates or subsidiaries.

NOT FAULT TOLERANT

THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

Export Restrictions

The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and U.S. laws that apply to the Licensed Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

Liability for Breach

In addition to any liability you may have to MegaPath, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

XXI. COLOCATION, MANAGED & API SERVICES

If you subscribe to any of the following services ("Colocation, Managed & API Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

Definitions

The following additional definitions apply to Colocation, Managed and API Services. To the extent of any conflict in the definition of these terms with the same or similar terms used elsewhere in the Services Exhibit, as to the Colocation, Managed and API Services, the definitions described below shall govern. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone", server or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with server software.

"Redistribution Software" means the software described in Paragraph 17.3 ("Use of Redistribution Software") below.

Description of Services

Colocation Services

Installation

MegaPath grants Subscriber the right to operate Subscriber equipment at the colocation space, as specified on Subscriber's Service Order. The colocation space is provided on an "AS-IS" basis and Subscriber may use the colocation space only for the purposes of maintaining and operating Subscriber equipment as necessary to support local access communications.



Services Exhibit

facilities and links to MegaPath and to third parties. Subscriber will install Subscriber equipment in the colocation space after obtaining the appropriate authorization from MegaPath to access MegaPath premises. Subscriber will remove and be solely responsible for all packaging for Subscriber equipment.

Colocation Access

Subscriber may access the colocation space only in accordance with the MegaPath Colocation Access Policies as described in below, as updated from time to time. Subscriber may not provide or make available to any third party any portion of the colocation space without MegaPath's prior written consent, which consent shall not be unreasonably withheld. Subscriber may utilize the Colocation Service as outlined in the Service Order. MegaPath reserves the right to deny access to any Subscriber employee who does not comply with the MegaPath policies referenced above.

Subscriber Equipment

Except as otherwise provided herein, Subscriber is responsible for all aspects of installation and removal of Subscriber equipment, including bringing appropriate related equipment, tools and packaging materials. Subscriber will install Subscriber equipment in the colocation space only after obtaining the appropriate authorization from MegaPath to access the premises. Subscriber will remove all packaging for Subscriber equipment promptly after installation. Should Subscriber use an agent or other third party to deliver, install or remove Subscriber equipment, Subscriber will be solely responsible for the acts of such party. Under no circumstances will MegaPath be obligated to accept deliveries on behalf of Subscriber. Subscriber will provide MegaPath with written notification at least two (2) days before Subscriber wishes to remove any Subscriber equipment. Upon MegaPath's authorization and at Subscriber's option, MegaPath will remove and package Subscriber equipment and place it in a designated area for pick-up, on the condition that Subscriber either provide or pay for all needed packaging plus pay MegaPath's packaging fees and charges. If MegaPath is forced to remove or clean up after any Subscriber activity, MegaPath will invoice and Subscriber will pay all costs and MegaPath charges associated with such removal or clean-up. Within ten (10) days after any termination of the related Service Order, and upon MegaPath granting authorization to do so, Subscriber will remove all Subscriber equipment and any other Subscriber property from MegaPath's premises and return the colocation space in the same condition as it was prior to Subscriber installation. If Subscriber does not remove such Subscriber equipment and property within the ten (10) day period, such Subscriber equipment or property will automatically be deemed abandoned to MegaPath (collectively "Abandoned Equipment") without the need for further notice to Subscriber and, MegaPath, at its option will (i) remove and store any and all Abandoned Equipment or return Abandoned Equipment to the Subscriber, (ii) dispose of the Abandoned Equipment without liability for any related damages, (iii) sell the Abandoned Equipment at any public or private sale, or (iv) assume ownership of the Abandoned Equipment (collectively, "Disposal Rights"). Notwithstanding the foregoing, MegaPath reserves the right to deny Subscriber the right to remove Subscriber equipment from the colocation space if Subscriber is not current in the payment of its obligations hereunder and, exercise any of its Disposal Rights, stated above, within ten (10) days after MegaPath's termination of the related Service Order due to Subscriber's nonpayment. Except as specifically provided herein, Subscriber expressly assumes all risk of loss to Subscriber equipment in the colocation space. Subscriber shall be liable to MegaPath for any damage to the MegaPath colocation space or equipment of MegaPath or its other Subscribers caused by Subscriber, Subscriber equipment or Subscriber's contractors, agents or employees. If during the Term, Subscriber removes significantly all of its equipment in the colocation space, Subscriber will continue to pay the applicable Monthly Recurring Charges through the end of the Term and provide adequate assurance, as determined by MegaPath, in its sole discretion.

Colocation Security Interest

MegaPath shall have at all times a valid first priority security interest to secure payment of all Services and other sums of money becoming due hereunder from Subscriber, and to secure payment of any damages or loss which MegaPath may suffer by reason of the breach by Subscriber of any covenant, term or condition contained in the Agreement, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Subscriber presently, or which may hereafter be, situated by the Subscriber in the colocation space, and all proceeds therefrom (collectively, the "Collateral"), and the Collateral shall not be removed from the Subscriber Space without the consent of MegaPath until all arrearages in Service Fees as well as any and all other sums of money then due to MegaPath under the Agreement shall first have been paid and discharged and all the covenants, terms and conditions of this Agreement have been fully complied with and performed by Subscriber. Upon the occurrence of any default or breach of the Agreement, MegaPath may, to the extent permitted by law and in addition to any other remedies provided in the Agreement, enter upon the colocation space and take possession of the Collateral, without liability, and sell the same at public or private sale, with or without having the Collateral at the sale, after giving Subscriber reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale MegaPath or MegaPath's assigns may purchase unless otherwise prohibited by law. The requirement of reasonable notice shall be deemed met if such notice is given in the manner prescribed in this Agreement at least ten (10) days before the time of sale. Any sale of the Collateral shall be deemed to have been a public sale conducted in a commercially reasonable manner if held on or about the building or where the Collateral is located after the time, place and method of sale and a general description of the types of the Collateral to be sold have been advertised in a daily newspaper published in the county in which the building is located, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the Collateral (including reasonable attorneys' fees) shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to Subscriber or as otherwise required by law; Subscriber shall pay any deficiencies upon demand therefore. Subscriber authorizes MegaPath



Services Exhibit

to take any actions necessary to perfect MegaPath's security interest in the Collateral including, without limitation, to sign on behalf of Subscriber a financing statement describing the Collateral (the "Financing Statement") and to file the Financing Statement with the appropriate authority to perfect MegaPath's security interest in the Collateral. Subscriber shall execute any further documents and take any further actions reasonably requested by MegaPath to evidence, perfect or maintain MegaPath's first priority security interest in the Collateral. Subscriber shall not change the state where Subscriber's chief executive office is located or change Subscriber's corporate name without providing MegaPath with at least thirty (30) days prior written notice. Subscriber represents and warrants that Subscriber's exact legal name and state of incorporation or formation is as set forth in the Agreement. MegaPath Colocation and Managed Services Access Policies are as follows:

Access to MegaPath Colocation, Managed and API Services facilities is affected according to an established set of procedures.

All customers desiring to access equipment must open a trouble ticket. Once a ticket has been opened for access a MegaPath representative will grant a facility access ticket number or arrange with the customer for access.

Shared Cabinet Customers

Shared Cabinet customers who are located in the DFW2 facility environment may access their equipment during business hours between 8:00am and 11:00pm without prior notification if they have opened a facility access ticket using an escort from a MegaPath technician. To obtain access between 11:00pm and 8:00am, customers are encouraged to provide as much lead time as possible when opening a ticket.

MegaPath will:

- always accommodate after-hours access with 24 hours' notice,
- usually be able to accommodate access with 12 hours' notice,
- occasionally be able to accommodate access with no lead time if technicians are available.

On rare occasions if a ticket has not been opened for pre-arranged access and technicians are not available, access may be denied. Customers frequently requiring out-of-hours access will want inquire about closed cabinet products where 24x7x365 access is available.

Closed Rack and Cage Customers

Closed cabinet and cage customers will receive their own access codes to the facilities, and will have access 24x7x365. All customers must sign in, and will be requested to provide proper identification. A digital surveillance camera allows personnel to monitor all equipment and sections around the clock.

Colocation Services Insurance

Subscriber will keep in full force and effect during the term of any Service Order calling for the installation of any Subscriber equipment at MegaPath premises or the colocation space: (i) business loss and interruption insurance in an amount not less than that necessary to compensate Subscriber and its Subscribers for complete failure of Service; (ii) comprehensive general liability insurance with minimum limits of coverage of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the annual aggregate, covering all operations by or on behalf of Subscriber arising out of or connected with this Agreement, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability and cross liability; (iii) Comprehensive General Automobile Liability, bodily injury and property damage on all owned, non-owned and hired vehicles used in the performance of Subscriber's obligations under this Agreement with minimum limits of coverage of one million dollars (\$1,000,000.00); (iv) employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence; and (v) workers' compensation insurance in an amount not less than that required by applicable law; (vi) Errors and Omission insurance covering Subscriber's acts, errors and omissions in connection with the Services offered with this Agreement with limits of not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the annual aggregate. If maintained on claims-made basis rather than occurrence basis, Subscriber must maintain this coverage for a period of not less than three years following termination of the Agreement. Subscriber also agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law and customary in Subscriber's and its agents' industries. Prior to installation of any Subscriber equipment in the colocation space or otherwise as MegaPath may request, Subscriber will furnish MegaPath with certificates of insurance which evidence the minimum levels of insurance set forth above. Subscriber agrees that prior to the installation of any Subscriber equipment at MegaPath premises or the colocation space, Subscriber will cause its insurance provider(s) to name both MegaPath and the applicable MegaPath landlord (upon request by MegaPath) as additional insured and notify MegaPath in writing of the effective date of such coverage, and will be prepared to, upon request, furnish MegaPath with certificates of insurance which evidence these minimum levels of insurance. Subscriber agrees that Subscriber and its agents and representatives shall not pursue any claims against MegaPath for any liability MegaPath may have under or relating to this Agreement unless and until Subscriber or Subscriber's employee, as applicable, first makes claims against Subscriber's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims. Any inability by Subscriber to furnish the proof the insurance required under this Section or failure to obtain such insurance shall be a material breach of this section and of the Agreement.

Managed & API Services



Services Exhibit

Services

MegaPath agrees to provide the services and equipment specified on any MegaPath executed Subscriber Service Order. MegaPath will provide to the Subscriber a FOC ("Firm Order Commitment") Date within 2 business days of an order being placed. MegaPath will install MegaPath provided equipment and additional equipment and API Services necessary to provide the services specified on Subscriber's Service Order, deliverable by the FOC date that is determined. MegaPath may install and operate auditing software on MegaPath provided equipment.

Managed & API Services Access

Subscriber may access MegaPath provided equipment and the Managed & API Services only in accordance with the MegaPath Access Colocation Policies described in Section 5 below, as updated from time to time. Subscriber may not provide or make available to any third party any portion of the Managed & API Services without MegaPath's prior written consent, which consent MegaPath may withhold in its sole discretion.

Managed and/or API Services Insurance

Subscriber will keep in full force and effect during the term any Service Order for Managed and/or API Services business loss and interruption insurance in an amount not less than that necessary to compensate Subscriber and its Subscribers for complete failure of Service, and will be prepared to, upon request, furnish MegaPath with certificates of insurance which evidence that minimum level of insurance. Subscriber agrees that Subscriber and its agents and representatives shall not pursue any claims against MegaPath for any liability MegaPath may have under or relating to this Agreement unless and until Subscriber or Subscriber's employee, as applicable, first makes claims against Subscriber's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims. Any inability by Subscriber to furnish the proof the insurance required under this Section or failure to obtain such insurance shall be a material breach of this section and of the Agreement.

Security

MegaPath does not guarantee security of Subscriber equipment, the colocation space or of the MegaPath Network. MegaPath requires that Subscriber and Subscriber's employees comply with all MegaPath Colocation Access Policies, as modified from time to time, in order to maximize the security of the MegaPath Network and MegaPath premises. MegaPath's current Colocation Access Policies are forth below. In particular, Subscriber must establish a password with MegaPath for purposes of requesting any support services with respect to Subscriber equipment or Subscriber's network connection, either by telephone or email. Only individuals whom Subscriber have identified as "Subscriber Representatives" in writing to MegaPath will be permitted to enter the colocation space, to request Services on Subscriber's behalf, or to request any support services with respect to Subscriber equipment or Subscriber's network connection, either by telephone or email (for example, but without limitation, instructing MegaPath to modify or reconfigure its Services or to remove Subscriber equipment). For good cause, MegaPath may suspend the right of any Subscriber Representative or other person to visit the MegaPath premises and/or the colocation space. MegaPath will assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so. MegaPath Colocation and Managed Services Access Policies are as follows:

Access to MegaPath Colocation, Managed and API Services facilities is affected according to an established set of procedures.

All customers desiring to access equipment must open a trouble ticket. Once a ticket has been opened for access a MegaPath representative will grant a facility access ticket number or arrange with the customer for access.

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Shared Cabinet customers who are located in the DFW2 facility environment may access their equipment during business hours between 8:00am and 11:00pm without prior notification if they have opened a facility access ticket using an escort from a MegaPath technician. To obtain access between 11:00pm and 8:00am, customers are encouraged to provide as much lead time as possible when opening a ticket.

MegaPath will:

- always accommodate after-hours access with 24 hours' notice,
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On rare occasions if a ticket has not been opened for pre-arranged access and technicians are not available, access may be denied. Customers frequently requiring out-of-hours access will want inquire about closed cabinet products where 24x7x365 access is available.



Services Exhibit

Closed Rack and Cage Customers

Closed cabinet and cage customers will receive their own access codes to the facilities, and will have access 24x7x365. All customers must sign in, and will be requested to provide proper identification. A digital surveillance camera allows personnel to monitor all equipment and sections around the clock.

Other Terms Related to Colocation, Managed and API Services

Local and Long Distance Carriers

MegaPath will provide Subscriber with a list of approved third party carriers for data communications and telecommunications. Subscriber is responsible for ordering all local and long-distance lines from such third party carriers and ordering any and all necessary crossconnects from MegaPath. MegaPath Service Fees for such cross-connects are as indicated on the Service Order. The carriers will install such circuits in Subscriber's name. Subscriber will be solely responsible for such circuits and for all payments due to the carriers. Subscriber will notify the carrier directly when Subscriber wishes to terminate or modify such circuit.

Other Networks; Approval and Usage

Services include the ability to transmit data beyond MegaPath's Network, through other networks, public and private. Use of or presence on other networks may require approval of the respective network authorities and will be subject to any acceptable usage policies such networks may establish. Subscriber will not hold MegaPath responsible for, and MegaPath will not be liable for, such approval or for violation of such policies. Subscriber understands that MegaPath does not own or control other networks outside of its network, and MegaPath is not responsible or liable for performance (or non-performance) within such networks or within interconnection points between the Service and other networks that are operated by third parties.

Resale

Resale of the Services is strictly prohibited unless agreed to in writing by MegaPath.

Acceptable Use Guidelines

Subscriber must at all times conform its use of the Service to MegaPath's Acceptable Use Limitations and Guidelines. The current version of MegaPath's Acceptable Use Guidelines can be found on MegaPath's website on the Corporate Policies page at the following link: <http://www.megapath.com/about/corporate-policies/>. If MegaPath is informed by government authorities or other parties of inappropriate or illegal use of MegaPath's facilities (including but not limited to the network) or other networks accessed through MegaPath, or MegaPath otherwise learns of such use or has reason to believe such use may be occurring, then Subscriber will cooperate in any resulting investigation by MegaPath or government authorities. Any government determinations will be binding on Subscriber. If Subscriber fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, MegaPath may immediately suspend Subscriber's Service. Further, upon notice to Subscriber, MegaPath may modify or suspend Subscriber's Service as necessary to comply with any law or regulation as reasonably determined by MegaPath. This includes, without limitation, any use contrary to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512.

No Lease

The Agreement is a services Agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Subscriber acknowledges and agrees that Subscriber has not been granted any real property interest in the Colocation Space or other MegaPath premises, and Subscriber has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

Limitations of Liability

Damage to Subscriber Equipment

MegaPath assumes no liability for any damage to, or loss of, any Subscriber equipment resulting from any cause other than MegaPath's gross negligence or willful misconduct. To the extent MegaPath is liable for any damage to, or loss of, the Subscriber equipment for any reason, such liability will be limited solely to the then-current value of the Subscriber equipment and further subject to the limitations set forth in this Section and in Section immediately below. In no event will MegaPath be liable to Subscriber, any Subscriber Representative, or any third party for any claims arising out of or related to Subscriber Equipment for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Subscriber equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.



Services Exhibit

Service Fees and Terms

Ordering and Billing

Subscriber shall order Colocation, Managed and API Services using a Service Order Form, which may be sent to MegaPath via email, fax or API. Ordering of this Service is not available through the Enterprise portal, but MegaPath may make this functionality available at MegaPath's discretion. The Service Order Form will specify Services purchased and any other service features/options associated with the Subscriber's solution. Subscriber will also complete the MegaPath Cloud Technical Architecture Document (TAD), detailing the technical specifications of the Subscriber's solution. MegaPath will begin billing for recurring Service Fees on the date that MegaPath completes installation and provisioning of cabinet space. On or about the first day of each month, MegaPath will bill Subscriber for Recurring Service Fees which shall include any fixed rate services to be provided in the subsequent month, and any usage based services including bandwidth overages provided, but not billed, in the previous month. Recurring Service Fees do not include monthly telephone company charges, which are billed separately by the local telephone company(s).

Term Commitments, Fees & Early Termination Fees

The Service Term (or "Term") for this Service will be effective beginning on the date the Services are activated or installed and ending at the end of the last "Term" specified in any Service Order accepted by MegaPath, unless terminated as permitted in the Agreement. Upon expiration of the "Term" specified in any Service Order, notwithstanding anything to the contrary in that Service Order, the term of that Service Order shall automatically renew for one month terms unless otherwise terminated by either party upon 30 (thirty) days' notice in advance of the termination date. Subscriber shall pay to MegaPath the recurring monthly charges set forth in the Pricing Schedule or Fee Schedule for as long as the Service is provided unless such pricing is modified by MegaPath. Upon a pricing increase from MegaPath's vendors, MegaPath may increase Subscriber's pricing by up to fifteen percent (15%) at any time during the Service Term. Any upgrade to the Service may require an increase in fees and a new Service Term. Expiration or termination of the Service will not extinguish claims or liability (including, without limitation, for payments due) arising prior to such expiration or termination. Further, in the event of early termination due to Subscriber breach, Subscriber shall remain obligated for the payment of all Fees for services ordered for the remainder of the then current Term.

Software Licensing Terms

Subscriber Licensing Terms. Terms and Conditions Regarding Use of Microsoft Software

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Liability for Breach

In addition to any liability you may have to MegaPath, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

XXII. PAYMENT PROCESSOR EXTRANET

Overview

The MegaPath Payment Processor Extranet service provides retail merchants ("Subscribers") with private network connectivity to various third-party companies ("Payment Processors") that offer payment processing services for credit/debit/gift cards and other financial transactions. MegaPath has deployed a pair of redundant private connections to each of these Payment Processors to deliver financial transaction data to/from Subscriber's sites via its IP network using Multi-Protocol Label Switching (MPLS). MegaPath offers a Serial/Dial-to-IP conversion device to allow non-IP-enabled Point-of-Sale (POS) terminals to communicate with their payment processor over MegaPath's IP network (support for some POS terminals may require custom development, for which the Professional Service Fees listed in the Pricing Schedule or Fee Schedule will apply). Subscriber must purchase MegaPath's Site-to-Site MPLS VPN service in conjunction with this



Services Exhibit

service. The Payment Processor Extranet service enables retailers to send/receive financial transaction data to/from their participating Payment Processor(s) without the need for dedicated circuits and equipment; other than what is required for the MegaPath Site-to-Site MPLS VPN service.

Specification & Configuration

MegaPath specifies and configures the Payment Processor Extranet connectivity to the participating Payment Processor(s) that the Subscriber requests at the time the Service is ordered. A MegaPath Sales Engineer will collect this information and complete a Technical Architecture Document ("TAD") for the deployment. Subscriber is responsible for providing the information necessary to complete the TAD, including but not limited to any information required by the Subscriber's payment processor(s). MegaPath's responsibility is limited to the information and tasks necessary to deliver its Services; Subscribers are responsible for contracting directly with their payment processors and supplying any information necessary for purchasing their services. Any changes to the Subscriber's network design after the initial deployment, including the addition/removal of connectivity to specific Payment Processors, are subject to Network Configuration Charges as outlined in the Pricing Schedule or Fee Schedule.

Equipment Installation, RMA & Management

If technically required, MegaPath shall configure and ship Serial-to-IP Conversion Devices to Subscriber locations at the Subscriber's expense. If Subscriber has purchased MegaPath's Professional Installation service for a MegaPath Site-to-Site MPLS VPN that is being deployed at the same time as the Payment Processor Extranet service, the Professional Installation technician will install the Serial-to-IP Conversion Devices. Otherwise, Subscriber shall install the Serial-to-IP Conversion Devices themselves, with telephone-based support from MegaPath, or purchase the MegaPath Professional Installations service separately. Any required Serial-to-IP Conversion Devices are subject to the CPE related provisions in the MSA in addition to the RMA and/or Warranty provisions in the MSA and in this Services Exhibit.

Service Change Notice

Subscriber acknowledges that MegaPath relies upon services provided by the Payment Processors to provide the Payment Processor Extranet service. Moreover, the Subscriber recognizes that these Payment Processors may have the ability to alter the terms and pricing for their services so as to make the delivery of the Payment Processor Extranet service by the MegaPath commercially unreasonable. MegaPath shall be responsible for performance under this Agreement, notwithstanding any such alteration in Payment Processor supplied services, so long as MegaPath's ability to perform under any applicable Service Order Form is not materially and adversely impacted. Should any Payment Processor supplied service upon which MegaPath relies to provide the Payment Processor Extranet services to the Subscriber change during the Service Term associated with a particular Service in a way that materially and adversely impacts MegaPath's performance, MegaPath may notify the Subscriber in writing of such change and provide Subscriber with a corresponding change in the description of service and pricing for each affected Service ("Service Change Notice"). If Subscriber wishes to continue purchasing the Payment Processor Extranet service under such altered description of service and pricing or if Subscriber fails to respond to the Service Change Notice within 30 days, such Service will be deemed to reflect the new description of service and pricing and shall continue, uninterrupted, pursuant to the Service Term. If Subscriber does not wish to purchase the Payment Processor Extranet service as so described and priced and Subscriber provides 5 days written notice to the Service Provider of its decision not to do so, then the Service shall automatically terminate on the sixth day following the Subscriber's giving of notice.

XXIII. MEGAPATH ANALOG CIRCUIT FOR ALARM AND FAX SERVICES

Services Description

MegaPath's Analog Circuit for Alarm and Fax Services (henceforth referred to as Analog Circuit) provide a location with a basic analog circuit to be used for any combination of Alarm and Fax services only. Analog Circuit will not provide/support Voice Services or bundle Class 5 communications features with other available features and/or Services and is not intended for use for 911 or 411. To use the Analog Circuit, Subscriber must purchase or otherwise supply all necessary Subscriber Provided Facilities that are required to operate Alarm and/or Fax services. MegaPath Analog Circuit does not support any voice features such as 0+ calling, local, long distance or international calling (including without limitation collect, third party billing or calling card calling) or 900, 311, 511 and are not intended for any x11, including 911 and 411 services. Any misuse of this Service that violates the terms of this Services Description may result in an immediate termination of the Service along with any Early Termination Fees that are applicable and/or any costs incurred as the result of Subscriber's misuse or in violation of the terms of the Services Description will be billed to and paid by Subscriber.

Site pre-qualification for Analog Circuit service is the result of a best-effort analysis of service availability at each site. Actual service availability at each site may vary on submission of order and cannot be absolutely determined before actual installation.

MegaPath supports business use of its Analog Circuit with no Service Delivery Commitments. In case of trouble, MegaPath will employ all reasonable means to get the circuit to operate as described immediately. Each Analog Circuit is subject to a



Services Exhibit

minimum Service Term starting from the date that service is first accepted by the Subscriber as described in Service Acceptance below.

MegaPath reserves the right to request a copy of service Subscriber's phone bills, including all toll bills, prior to installation of service.

Technical and Administrative Support

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

Service Terms

Service Acceptance

Subscriber will be deemed to have accepted Service upon installation and verification of Analog Circuit Services by a MegaPath technician unless Subscriber opens a trouble ticket at that time to inform MegaPath that the Service is not functioning properly. In this case, it occurs as soon as the Service is functioning properly and the trouble ticket is closed.

Activation and Installation

The one-time Activation or Installation Fee will be charged for each Service at the time of Service Acceptance.

Service Relocation

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

Non-Standard Use

MegaPath will notify Subscriber if and to the extent that MegaPath determines in MegaPath's reasonable discretion that the Service is showing improper usage patterns. Improper usage patterns may include, but are not limited to, usage of the service for anything other than Alarm or Fax services. MegaPath reserves the right to, at its sole discretion, terminate the Service or convert the Service to an appropriate Service. Notwithstanding the foregoing, MegaPath has no obligation to monitor the Service for improper usage patterns. Subscriber expressly acknowledges that the Analog Circuit is not and should not be used for any voice and/or x11 (including, but not limited to 911 and 411) services and any use of the Analog Circuit will constitute Non-Standard Use. Further, Subscriber expressly agrees that in the event that Subscriber uses the Analog Circuit for any Non-Standard Use, including use of the Analog Circuit for voice and/or x11 service, Subscriber agrees to indemnify and/or hold MegaPath harmless from any claims, liability, or actions that may arise from Subscriber's Non-Standard Use of the Analog Circuits.