

The following EarthLink Complete™ Secure WiFi Supplemental Terms and Conditions (“**Secure WiFi T&C’s**”), are in addition to and supplement the terms and conditions set forth in the Agreement for Service or Master Service Agreement between EarthLink, LLC and its related entities (“**EarthLink**”) and Customer dated concurrently herewith (“**Agreement**”). By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. For purposes of this Secure WiFi T&C’s, “EarthLink” means one or more entities of EarthLink LLC that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Secure WiFi T&C’s, the Agreement, and any other agreement executed between the parties, the terms of this Secure WiFi T&C’s shall prevail.

- 1. Service Overview.** Secure WiFi (“Service”) is a service that provides Customer with one or more WiFi Access Points and a Web Portal that provides the ability to automate security policy enforcement and track down and remove wireless threats (e.g. rogue APs, Honeypot/evil twin APs, MAC spoofing AP, mis-associating clients, unauthorized client, client MAC spoofing attack, ad-hoc connection, denial of service attack). The Service has two (2) components, the Secure WiFi Hardware and Cloud Management Platform, and includes the following options: Trusted WiFi Data Access, Guest Portal Access, Wireless WIPS with PCI Compliance Reporting, Automatic or Manual Security Policy Enforcement, RF Heat Maps and Location Tracking. Some features of the Cloud Management Portal require additional data from the Customer.
- 2. Scans and Alerts.** If available and configured, the Service scans Customer’s wireless environment 24 hours a day, 7 days a week and identifies security threats for each Customer location having an EarthLink supplied model AP/Sensor with internal antenna (“Secure WiFi Hardware”). Newly discovered devices are automatically (or manually) classified, and authorized if appropriate, by verifying potentially valid Customer APs and Clients. Customer receives email alerts about incidents that could compromise its wireless security and can conduct such remediation procedures as it deems appropriate based on its policies and business requirements. On-site remediation is the responsibility of Customer.
- 3. Installation and Configuration.** The Secure WiFi Hardware is supplied to Customer as part of the Service and will be installed by EarthLink or its contractor in accordance with the end-user technical documentation supplied by EarthLink (“Documentation”) or by the Customer should they choose a Self-Installation Option. Customer must specify if they require a power brick, inline 802.3af compliant Power over Ethernet (PoE) injector or that they will be using 802.3af compliant PoE from a Customer provided or EarthLink provided switch or Integrated Service Router (ISR). EarthLink provided PoE injectors and EarthLink provided PoE switches will carry an additional MRC and/or NRC. If a PoE injector or Power Brick is to be used the Customer must supply a grounded 110v power outlet within six (6) feet of the PoE injector or Secure WiFi device, respectively. Customer must specify if the installation location(s) will be over ten (10) vertical feet as such installations will require external antennas and/or require an upgrade to a model of device capable of supporting external antennas. The EarthLink Standard Installation Scope does not include installations over ten (10) vertical feet – such installations will require Customer self-installation or an EarthLink Professional Service Installation. Customer will also need to clearly identify the Ethernet port or cable to which the Secure WiFi device will be connected. The port must be within three-hundred (300) cable feet of the Customer identified installation location for the Secure WiFi device or at the location of the Secure WiFi device installation in the event that the Customer has run the cable.

In the case of a Standalone Installation (installation at a location which already has an EarthLink Network Service installed) EarthLink will provide up to one-hundred (100) feet of Cat5 Ethernet cable as part of the installation. Standard Professional Installation terms and conditions will apply to the parameters of the Standalone Installation including additional time and materials charges.

In the case of a Secure WiFi Installation which is bundled with the EarthLink Network Service Installation, Standard Professional Installation parameters apply and any time and materials required to install the Secure WiFi device will be accounted for in the standard time and materials of the Professional Installation. Any additional time or materials required will incur additional charges at the current rates.

Requests for Custom Installation, Installation requests which do not fit the Stand Alone or Bundled Installation parameters, will be scoped and quoted as an additional non-recurring charge. Any Customer with a Custom Installation for their Network Services should include the installation of the Secure WiFi as a part of that installation scope unless the Customer will be self-installing the Secure WiFi hardware.

In the case of a Customer Self Installation, all cabling and power requirements are the sole responsibility of the Customer. EarthLink will begin billing for the Service five (5) business days after the hardware has shipped to the

Customer.

For proper installation, in addition to any other requirements in the Documentation, Customer must have an open and configured DHCP enabled Ethernet switch port or trunk port with DHCP available on an untagged VLAN for each device unless static Internet Protocol addresses are used, which must be identified to EarthLink prior to shipment of the Secure WiFi Hardware to Customer. After the Secure WiFi Hardware is installed, EarthLink or its service partner will remotely place the device into the applicable region (or location) on the Service dashboard, in the event that the Customer has chosen the Self-Installation option, they must contact EarthLink to complete the installation of the Secure WiFi hardware in the Cloud Management Portal. Customer hereby authorizes EarthLink and its service partner to access Customer's networks and computer systems for the purpose of providing and supporting the Services.

General Installation limitations and Warranty. EarthLink will not provide or install Wiring Materials outside of the supported scope including, but not limited to, LAN wiring over three-hundred (300) feet, non-Cat5E cable, fiber optics, ground wiring over one-hundred (100) feet, plenum wiring, conduit, pull string, multi-gang faceplates. Out of scope Wiring Work includes, but is not limited to, installation of conduit, pull string, grounding electrode system/pipe, electrical work, any wiring that requires drilling through masonry, firewalls or exterior walls, wiring external to the premise, wiring with vertical heights over ten (10) feet or cable runs between floors, crawl space or attic.

Initial and Ongoing Configuration Management. EarthLink will work with the Customer to develop the initial configuration for the Wireless Network(s) supported by the Secure WiFi product. At times EarthLink may engage their service partner to assist with the configuration detail required. After the service has been installed the Customer will be provided with the login information to access the Cloud Management Portal at which time they will be responsible for the maintenance of the configuration(s).

4. **Log In Credentials.** EarthLink will provide Customer with up to fifteen (15) log-in credentials for accessing the Secure WiFi Service Portal found at www.airtightnetworks.net/support/support_overview.html. The Portal is available 24 hours a day, 7 days a week and gives Customer access to review or modify their configuration(s), critical technical information, such as FAQs, field alerts, release notes, product documentation and product software upgrades. Customer is responsible for its own password security and information security compliance and must notify EarthLink immediately regarding the loss, or unauthorized access or use of, any password or Service.
5. **Term and Termination.** Each Service term ("Term") will commence when the Service is available for use ("Service Commencement Date") and shall be coterminous with the term of the EarthLink Network Access Service at the same Customer location, if applicable, unless terminated earlier by either Party in accordance with the Agreement. Service Terms are only available in whole year increments. Unless either Party has given written notice of termination at least thirty (30) days before expiration of the Term, upon expiration of the Term, the Service will renew on a one (1) year term.
6. **Support.** Software error corrections, fixes, workarounds or other maintenance releases ("Updates") and new releases or versions ("Upgrades") will be provided as part of the Service as determined by EarthLink and its service partner. Requests for support assistance with Service issues or concerns, including, without limitation, requests for changes, additions and moves or Service terminations, must be submitted to EarthLink Customer Care by emailing customercare@earthlinkbusiness.com in accordance with the Agreement. Support is available 24 hours a day, 7 days a week and is provided in English only. Support requests involving Secure WiFi Hardware must include the device serial number and/or MAC Address in addition to any other required information. EarthLink will review all support requests
7. **Hardware.**
 - 7.1 **Hardware Features.** The Secure WiFi Hardware is 802.3af PoE compliant and supports IEEE 802.11n and/or 802.11ac technology. There is one (1) RJ45 serial port and one (1) USB port. The Secure WiFi Hardware is, and will remain, the property of EarthLink, and this Addendum does not transfer any title, interests or right in or to any Secure WiFi Hardware, or included software, to Customer or any third party.

Notwithstanding the previous Customers may elect to purchase the hardware as an NRC (Secure WiFi C75 Hardware, Secure WiFi C65 Hardware, Secure WiFi W68 Hardware and/or Secure WiFi O70 Hardware) and in such cases the hardware title would transfer to the Customer at the end of the initial Service term.
 - 7.2 **Hardware Replacement.** Customer shall contact EarthLink Customer Care for hardware replacement issues during the contracted Service Term. In its request, Customer must provide: the nature of the problem, the device

serial number (if applicable), Customer contact information and the location of the device. If necessary, EarthLink will have their service partner provide Customer with a return material authorization (“RMA”) number and shipping instructions to return the hardware to EarthLink or its service partner. The service partner then will ship a replacement device to the location designated by Customer for self-installation. Hardware replacement requests received after 12 noon Pacific Time will ship the following business day. Delivery costs for replacement hardware sent to the Customer location are borne by EarthLink. Delivery costs for hardware returned to EarthLink, and installation of the replacement hardware, are the responsibility of Customer. If replaced hardware is not received by EarthLink or its service partner within twenty (20) business days after the replacement unit or part has shipped, Customer agrees to pay for the replacement unit upon receipt of invoice. Replacements or repairs needed as a result of accident, misuse, force majeure events, alteration, adjustment, installation or repair by anyone other than EarthLink or an approved service partner is not included.

Replacement hardware is shipped to the Customer for self-installation. In the event that the Customer requires that EarthLink perform on-site hardware replacement additional charges will apply.

- 7.3 Customer shall not make any physical modification, or permit third party access to, the EarthLink CPE without prior written consent of EarthLink. In the event that the CPE is accessed by entities other than EarthLink or their agents due to the actions of the Customer, the Customer shall reimburse EarthLink for any costs incurred to return the CPE to the proper condition. Additionally should these actions cause loss, damages or liabilities to EarthLink the Customer will be solely responsible to compensate EarthLink for the loss, damage or liability. Upon termination of any Service or the AFS, Customer’s right to use the CPE will immediately end and Customer shall return the CPE within thirty (30) days of such termination. In the event that Customer fails to return such CPE to EarthLink (or, at EarthLink’s option, to permit recovery of CPE by EarthLink) in good working order, reasonable wear and tear excepted, Customer shall be responsible for the full replacement cost of the CPE and shall pay EarthLink all charges associated with the recovery of that equipment. For avoidance of doubt, the foregoing CPE conditions do not apply with respect to hardware purchased by Customer from EarthLink. Customer is at all times responsible for properly maintaining the safety and security of the CPE installed at the Customer premise. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the CPE unless such fraud resulted from the gross negligence or willful misconduct of EarthLink. Customer shall pay the reasonable time and materials cost incurred by EarthLink to gain access to the hardware, troubleshoot the hardware, reconfigure the hardware and/or replace the hardware.
- 7.4 Moves. In the event Customer moves to a new location it is the responsibility of Customer to remove and re-install the Secure WiFi hardware and update the Cloud Management Portal with the updated location information, if required.
- 7.5 CUSTOMER SHALL DEFEND AND INDEMNIFY EARTHLINK FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN, USE OR MISUSE OF THE CPE, THE SOFTWARE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE NEGLIGENT OR WILLFUL ACTS OF EARTHLINK, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
8. **Limited License and Software Use Restrictions.** All software (in object code format) created or licensed by AirTight Networks, including any Updates and Upgrades, (collectively, the “Software”) is licensed, not sold to Customer. For each unit of Software that Customer subscribes for in a signed EarthLink AFS, AirTight Networks grants to Customer a non-exclusive, non-transferable, non-sublicensable license through the duration of Customer’s subscription, to install and execute such Software for Customer’s own internal business purposes. Customer shall not (a) adapt, alter, publically display or perform, translate, create derivative works of, or otherwise modify the Software; (b) sublicense, lease, rent, loan, distribute or otherwise transfer the Software to any third party; (c) allow third parties to access or use the Software, including, but not limited to, ASP, OEM or time-sharing arrangements. Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software except to the extent expressly permitted by applicable law to obtain information necessary to render the Software interoperable with other software. Customer shall not remove, alter or obscure any proprietary notices on the Software or Documentation. Under no circumstances shall Customer install or execute the software on more than one computer at the same time, if applicable, or capture screen shots of the Software and share it with third parties without AirTight Network’s prior written consent.

- 9. Proprietary Rights of AirTight Networks.** Customer acknowledges and agrees that the Software, including, but not limited to, its sequence, structure, organization and source code, contains Intellectual Property and trade secrets that are the exclusive property of AirTight Networks or its licensors and suppliers. No title or ownership in or to the Software, or the Intellectual property rights or trade secrets embodied therein, passes to Customer as a result of this Addendum or the Agreement and all rights therein not expressly granted to Customer in this Addendum, are reserved. Customer shall not provide the Software or Documentation, or details regarding the operation of the Software, to any third party.