

### Private Cloud Standard Product Responsibilities

This Service Schedule describes, and contains additional terms that apply to EarthLink's Private Cloud Services (the "Service"). This Service Schedule supplements, or amends and restates, each Agreement for Service, the Network Service Agreement or any other applicable agreement for the provision of services entered into by Customer with the applicable EarthLink entity and any applicable tariffs, which are specifically incorporated into this Agreement by this reference. In the event of conflicts or discrepancies among the Service Schedules in this Agreement, this Service Schedule shall prevail.

Following is a statement of responsibilities for the engagement between the Customer and EarthLink for the delivery of Customer's Private Cloud Service. This includes the responsibilities of EarthLink and the Customer, items that are not included as part of EarthLink's scope of work, and any risks or other disclaimers that cannot be covered by EarthLink's provided Services.

EarthLink Private Cloud				
Service Item	EarthLink	Customer	N/A	Feature Details
<b>Private Cloud Infrastructure</b>	X			EarthLink will deploy all physical hosts, connect all hosts to public/private and storage networks in an HA configuration, and setup isolated storage volumes that are exposed to the Virtual Cluster. EarthLink will configure Private Cloud Infrastructure hosts in a single default cluster. EarthLink will manage all hardware components, perform all physical maintenance as needed, and ensure Customer isolation within their environment to give them a secure and private platform.
<b>Private Cloud – VMware Setup</b>	X			EarthLink will install ESXi on all hosts and vCenter Server in the Private Cloud environment and ensure all hosts are connected to a single, default cluster. The environment will then be turned over to the customer for management. EarthLink will provide a link to download vSphere client if needed.
<b>Application licensing and setup</b>		X		Customer is responsible for the installation and setup of any applications. Customer is responsible for ongoing management and configuration of applications, including all updates and patching duties.
<b>Virtual Environment Management</b>		X		Customer is responsible for defining all settings with vCenter including but not limited to resource pool definition, data store creation and management, virtual networking setup, and virtual machine creation and management. Beyond initial setup of hosts and the default cluster, EarthLink will not manage Customer's private cloud environment. Customer can engage EarthLink for assistance with the environment if needed on a Time & Materials basis.
<b>OS installation and setup</b>		X		Customer is responsible for installation and setup of the operating system on all created virtual machines.
<b>OS roles and features setup</b>		X		Further customizing of virtual machine operating system roles and features is the responsibility of Customer.
<b>Private Network Setup</b>		X		Customer is responsible for internal virtual network set up including configuration of NAT rules and internal IP address assignment to virtual machines.
<b>IP Addresses</b>	X			EarthLink will provide Customer with /29 IP subnet, with 3 useable IPs. EarthLink can provide additional useable IPs at an additional cost.

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<b>Committed SAN Capacity</b>	X			EarthLink will allocate useable storage capacity as specified in the Agreement for exclusive use by the Customer. Private Cloud Committed SAN Capacity is “thick provisioned,” meaning Customer must allocate storage volumes to their VMs without oversubscribing their overall Committed SAN Capacity. Customer can increase this capacity at any time via the EarthLink Move/Add/Change process for an additional charge.
<b>Reserved SAN Capacity</b>				As part of the Service, EarthLink reserves additional SAN storage capacity, above the Committed SAN Capacity amount contracted in the Agreement, at no cost to Customer. This storage is intended for temporary use to perform Backups (if requested), and help Customer temporarily manage VM storage volumes, in the absence of “thin provisioning” capabilities. This feature allows Customer to build VMs with more storage than they actually consuming, up to the Reserved SAN limit. This surplus capacity is not intended to be used for primary data storage and will be monitored by EarthLink. If Customer has intentionally or unintentionally exceeded their Committed SAN Capacity and knowingly or unknowingly utilized this Reserved SAN Capacity, additional charges will apply and EarthLink will not be responsible for failed Backup processes or other incidents that are a result of insufficient storage capacity.
<b>Backups</b>	X			If Customer purchases backup space, EarthLink will set up backups on a schedule of weekly full backups and daily incrementals with retention of 2 weeks. A longer retention period may result in additional costs based on space required. Full virtual server backups are performed without the need for an agent.
<b>Restore from Backup</b>	X			EarthLink will perform up to 2 restores from backup per month per virtual server. Additional restores will result in additional charges at EarthLink’s then-current time and materials rate. Restores will require the Customer to give EarthLink engineers appropriate levels of access to their environment. Backup will require EarthLink engineering to have the appropriate level of access to allow for the functionality.
<b>Server Up/Down Monitoring</b>	X			EarthLink will perform basic up/down (ping) monitoring of all hosts in customer’s environment. . Upon three failed pings within a 15 minute period, a technician will investigate the issue to ensure it is not a hardware issue, and if it is they will resolve. Otherwise they will notify Customer at its supplied alert notification email addresses regarding the issue to allow Customer to resolve.
<b>Storage Monitoring</b>	X			EarthLink will monitor storage to track capacity and IOPS and alert customer if they are reaching limits based on purchased resources. As they approach limits, customers is responsible

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				for requesting additional resources be added to their agreement.
<b>Advanced Monitoring</b>		X		Customer is responsible for all monitoring beyond the included host up/down monitoring described above.
<b>OS Patching and Security Updates</b>		X		Customer is responsible for patching all of its virtual servers as needed.
<b>Hypervisor Patching and Updates</b>			X	Hypervisor updates are not included in this service. EarthLink can perform updates on a requested bases at a Time & Materials Rate
<b>Anti-Virus and Anti-Malware</b>		X		Customer is responsible for providing its own Anti-Virus and Anti-Malware solution on its virtual servers. Choosing not to protect a VM is done at Customer's discretion, however if a machine becomes compromised, EarthLink reserves the right to limit or block network traffic to the given VM, Host, or possibly the customer's entire environment if customer does not take corrective action in a timely manner.
<b>Server Reboots</b>	X			EarthLink will perform unlimited reboots per month of hosts. Customer has complete ability to reboot all virtual servers at any time through their management interface.
<b>OS Reload</b>		X		Customer is responsible for rebuilding virtual machines as needed.
<b>Performance Tuning</b>		X		Tuning of operating system or virtual machine resources is solely up to Customer's discretion.
<b>Security Assessment</b>		X		If Customer chooses to analyze its virtual resources for security vulnerabilities, it must perform that analysis on its own, obtain a third party provider or engage EarthLink under a separate agreement.

**Billing and Payment.** The Service is provided for a non-recurring set up fee and a monthly recurring charge ("MRC") as set forth on the AFS, which does not include taxes, fees, surcharges and other similar charges that may apply. In the month following the Service Commencement Date. Service Commencement Date shall be defined as the date in which an EarthLink representative has provided login credentials to the Customer. EarthLink will begin invoicing Customer monthly in advance for MRCs, prorated for partial months, and in arrears for non-recurring charges. All invoiced amounts must be paid timely, in full and in accordance with the Agreement. Customer agrees to reimburse EarthLink for reasonable travel and other out-of-pocket expenses incurred by it in connection with providing the Service.