

This Service Schedule amends the EarthLink Standard Terms and Conditions with respect to EarthLink's Managed Exchange Services (the "Service"), each Agreement for Service used to order the Service ("AFS") and any other documents containing terms and conditions applicable to the Service (collectively, the "Agreement") as follows:

1. **Service Overview.** EarthLink's Managed Exchange Service is a fully managed, customer-specific email messaging solution delivered via a dedicated Microsoft® Exchange™ Server (the "Service"), and installed on a dedicated Cloud Hosting server for one customer.
2. **Standard Service Features.** The Service includes the following features:
  - ActiveSync® for mobile devices.
  - Outlook® access.
  - POP/IMAP access for standard email clients.
  - Secure Web Access (Microsoft OWA).
  - 25GB/mailbox quotas.
  - 1-800 support number.
  - Receive email on Customer's own domain.
  - Distribution lists and public folders.
  - Access to the EarthLink myLink® portal, if available.
3. **Optional Service Features.** The following optional features may be available for an additional set-up fee and/or charge as determined by EarthLink:
  - Email archiving.
  - Email encryption.
  - Blackberry support (BES).
  - Extra disk space.
  - Migration support.
  - Multiple inbound domains.
  - Antivirus / Antispam Email Filtering
  - Daily backups
4. **Term.** The Service can be ordered on a per-seat basis (subject to a 5 seat minimum) for a 1 year, 2 year or 3 year term as set forth on the AFS ("Term"). Each Term commences when the Service is available for use ("Service Commencement Date"). Upon expiration of the Term, the Service will continue on a month-to-month basis pursuant to the terms of the Agreement, unless Customer or EarthLink has provided written notice of termination at least 30 days before expiration of the Term. Thereafter, Customer or EarthLink may terminate the Service with 30 days advance written notice to the other Party. Any Service terminated before the end of its then-current Term is subject to the early termination fee ("ETF") and any other charges set forth in the Agreement or that may apply through a promotional offer or otherwise.
5. **Pricing.** The Service is provided for a one-time set up fee and a monthly recurring charge ("MRC") for Managed Exchange Service as set forth on the AFS. Customer must purchase an Exchange client license for each mailbox to be provisioned. The service requires the customer to also purchase Cloud Hosting with the Exchange application option. Extra storage space and licensing and other non-recurring charges (e.g. professional services) will result in additional costs. Customer also agrees to reimburse EarthLink for agreed to travel and other out-of-pocket expenses incurred by it in connection with providing the Service. Pricing does not include taxes, fees, surcharges and other similar charges that may apply to the Service.
6. **Billing and Payment.** Billing will commence in the month following the Service Commencement Date. The first invoice will include the initial set-up fee, any installation or seed load charge, a pro-rated monthly recurring charge ("MRC") for the Service from the Service Commencement Date through the month for which the invoice is issued. Thereafter, the MRC will be invoiced monthly in advance and non-recurring charges will be billed monthly in arrears, with the exception of certain extraordinary charges (e.g. seed load) that must be paid in advance. If arrangements for payments by credit card have been made, EarthLink may charge the Customer's account on or after the invoice date. Unless otherwise described in this Service Schedule, all invoiced amounts are due and payable within thirty (30) days of the invoice date in accordance with the terms of the Agreement.
7. **Change Management.** Configuration changes are coordinated with Customer, must be approved (and are tracked) by EarthLink and may be subject to additional fees and/or charges. Certain changes may be expedited for a fee as determined by EarthLink. Customer is responsible for performance and security issues resulting from Customer change requests that deviate from EarthLink's recommended design and for unauthorized changes.

8. Service Levels. Information about Service level objectives and credit allowances are set forth in the Service Level Agreement for Data Center Services ("SLA") located at [www.earthlinkbusiness.com/about-us/legal/sla.xea](http://www.earthlinkbusiness.com/about-us/legal/sla.xea).
9. Customer Support. EarthLink will provide technical support for setting up the Service and other issues related to the Service through Customer's authorized Account Administrators. Account Administrators (only) may request changes, technical support or Customer account information 24 hours a day, 7 days a week by emailing [customercare@earthlinkbusiness.com](mailto:customercare@earthlinkbusiness.com) and must be prepared to provide its username and a detailed description of the problem, including error messages, screenshots and other troubleshooting information reasonably requested by Customer Support personnel. The response time for support requests depends on the Service purchased, the complexity of the inquiry and support request volume, with the highest priority given to Service unavailability. EarthLink will endeavour to provide technical support for Microsoft Exchange, Outlook, Outlook Express and OWA via Internet Explorer and supported wireless devices, but does not offer support for other mail clients, applications, scripts or components developed by Customer or third parties or due to factors outside of EarthLink's reasonable control. Customers may contact Customer Support regarding Service issues and change requests by opening a ticket via the MyLink portal, by calling 1-800-957-4872 or by emailing [customercare@earthlinkbusiness.com](mailto:customercare@earthlinkbusiness.com).
10. Acceptable Use. Customer must use the Service in accordance with applicable law and regulations, including, without limitation, the CAN-SPAM Act (15 U.S.C. 7701 et. seq.) and the EarthLink Acceptable Use Policy ("AUP") located at [www.earthlinkbusiness.com/about-us/legal/acceptable-use-policy.xea](http://www.earthlinkbusiness.com/about-us/legal/acceptable-use-policy.xea). The blocking or blacklisting of email from EarthLink servers by any email provider as a result of outbound email traffic from Customer's email accounts will result in the restriction or suspension of Customer's ability to send email, up to and including account termination. Violations need not be intentional and can result from infected computers on Customer's network or from compromised user accounts being utilized to send spam. The SLA will not apply to Service interruptions resulting from a violation of the AUP or applicable law and regulations.
11. Licensing. EarthLink hereby grants to Customer a limited, revocable, non-exclusive, non-sub licensable and non-transferable sub-license to use the software on supported computers and other electronic devices in connection with Customer's permitted use of the Service. The foregoing grant is conditional upon Customer's continued compliance with the Agreement and all laws and regulations. EarthLink and its Licensor's reserve the right to take any reasonable steps to prevent unauthorized access to, or use of the software or the Service, including the immediate termination of the license and or Service. Licenses for additional servers, unsupported applications and software versions may be available for an additional charge. Customer is responsible for all licensing or other requirements associated with third-party applications and services used by Customer with the Service and Customer agrees to provide acceptable proof of license or ownership upon request.
12. Ownership of Software. Software used in providing the Service ("Software") is licensed to EarthLink by Microsoft Corporation or its affiliate ("Microsoft"). All title and intellectual property rights in and to the Software and any components thereof, including, but not limited to, any images, video, audio, text and "applets" incorporated into the Software, are owned by Microsoft or its suppliers and are protected by copyright and other intellectual property laws and treaties. Neither the Agreement, nor the Customer's possession, access nor use of the Software, transfers any ownership of the Software or intellectual property rights therein. Microsoft does not permit the copying of the Software, or printed materials accompanying the Software, or the use of redistribution software, unless such additional terms as are required by Microsoft are expressly agreed to and complied with.
13. Security. The Customer is responsible for its information and data security and compliance with laws and regulatory requirements applicable to its business, including encrypting personally identifiable information ("PII") transmitted to or from, or stored on, EarthLink servers. For purposes of this provision, PII means (i) any combination of data or information identifying an individual with respect to sensitive, non-public financial, health or other data or information associated with the individual (i.e. name, address or telephone number with a Social Security Number, financial account number or biometric data); (ii) "protected health information" as that term is defined in HIPAA (45 CFR § 160.103); and "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act (15 U.S. C, Subchapter 1 § 6809(4)).
14. Features and Responsibilities. The following chart contains additional information about features of the Service and respective responsibilities of Customer and EarthLink, including items not included as part of EarthLink's scope of work and some risks that cannot be covered by the Services.

Managed Exchange Standard Features and Responsibilities			
Service Item	EarthLink	Customer	Item Details
HA Cloud Hardware	X		EarthLink provides and manages a highly available cloud infrastructure to support all services of the Dedicated Exchange product, ensuring redundant power, cooling, connectivity and highly available hardware resources.
Installation and Initial Base Configuration	X		EarthLink will install and perform the initial base configuration for the Exchange servers. Base configuration includes configuration of accepted domains, send and receive connectors and pop, imap, OWA and smtp services, testing of mail flow, proper network configuration to allow all mail services, generation of CSR, UC Certificate installation and configuration of Services for the certificate.
Exchange Server Management	X		EarthLink manages the Exchange server operating system (“OS”) and server software, including patching and service pack upgrades, in accordance with the Gold or Platinum Managed Service purchased with the vCloud Enterprise Service, as well as monitoring of the OS and Exchange software to ensure that mail flows, both inbound and outbound, are operational and performing as expected.
OWA Access	X		The Exchange server platform provides secure online mail access through the industry-standard, secure Outlook® Web Access (OWA) web service. In addition to remote mail client access, EarthLink provides OWA as another means of mail account access and management, which requires only a browser to access.
Exchange User Licensing	X		EarthLink supplies all Exchange licensing and retains ownership of the per user Exchange license. As part of its Service, Customer leases use of the license from EarthLink on a monthly basis. Customer cannot transfer the license they already may own for Exchange to EarthLink’s platform.
Outlook Client License	X		OPTIONAL: If needed, EarthLink can provide licenses to Customer for utilizing the Outlook email client to access its email accounts. Customer can provide these licenses themselves, but should they require them, EarthLink can supply them for an additional cost as part of the Service.
ActiveSync and Mobile Device Access	X		Exchange provides a mechanism called ActiveSync allowing for remote client applications and mobile devices to directly integrate with the server and properly mark mail messages based on remote reading of emails. Any user mailbox is eligible for an ActiveSync license, which would be supplied by EarthLink.
SSL Security Certificates	X		EarthLink acquires and maintains the needed secure certificates to operate the Exchange platform for secure client-to-server connections and secure web-based OWA access to email accounts, ensuring the integrity and security of hosted email.
User Mailbox Setup		X	Upon setup of Customer’s Service, EarthLink will set up from 1 to 4 email account administrators, which are responsible for creating mailbox accounts for all other customer users, including defining the primary user mailbox address and all other user account settings.

<b>Distribution Group Setup</b>		X	In addition to the user mailbox accounts, Customer is responsible for setup and maintenance of all distribution groups needed within its email domain.
<b>Public Folders Setup</b>		X	Should Customer choose to make use of Exchange's public folder feature, it is up to Customer to set up and maintain the folders and folder permissions within the Exchange service web based portal.
<b>DNS Changes</b>		X	When Customer is ready to make its EarthLink Exchange Service its active mail provider, Customer must make the needed DNS changes with its current DNS provided or to redirect mail flow from its existing spam and virus filtering service to EarthLink's servers.
<b>Archiving Services</b>	X		Customer may choose to add archiving services to its account at an additional cost. Archives can be retained for Customer for up to 7 years and are stored on EarthLink's mail archive storage. Archiving can be enabled per mailbox and Customer may choose to archive all, or only certain, accounts. EarthLink provides all server level setup for archiving. Customer is responsible for defining the list of users to be setup. EarthLink will provide an archive access interface for retrieving message from the archive, which allows Customer to retrieve messages as needed.
<b>Encryption Services</b>	X		Customer may add the optional encryption service to its Exchange account and choose to allow some, or all, of its mailboxes to be protected by encryption. The encryption service add-on allows user to define a subject keyword match or lexicon matching algorithm to determine which emails are marked for encryption. EarthLink provides the encryption service and set up of the matching rules for Customer. There will be an additional monthly charge per mailbox enabled for encryption.
<b>POP/IMAP Access</b>	X		EarthLink's Service supports the standard POP and IMAP access methods to the underlying Exchange user mailboxes to be compatible with non-Outlook mail clients.
<b>Mailbox Migration</b>		X	If Customer has existing users already set up with email hosting from another provider, whether on Exchange or another platform, it is responsible for migration of that mailbox data to the new EarthLink account. EarthLink will provide directions in the form of knowledge base articles with screen shots of the steps involved and can perform manual migration for Customer, subject to its performance of a custom scope of work and additional costs based on that scope of work.

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