

This Service Schedule describes and contains additional terms that apply to EarthLink's Server Management & Monitoring 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. ("Agreement") used to order the Services by the Customer identified in the Agreement ("Customer") and the other documents comprising the Agreement between the Customer and EarthLink with respect to providing, accessing and using the Service (collectively, the "Agreement") as follows:

1. **Service Overview:** EarthLink Server Management & Monitoring Services ensures high levels of Server reliability and uptime through constant monitoring, troubleshooting, timely maintenance and proactive administrative tasks. Currently there are four levels of service: Bronze, Silver (formerly "Monitor Only"), Gold (formerly "Basic"), and Platinum (formerly "Standard"). The Service is available to Customers as a value-added option for EarthLink Managed Cloud Services (i.e. Private Cloud, vCloud) as well as Customer Server Hardware located within EarthLink data centers as well as non-EarthLink locations in accordance with the EarthLink Guide to Supported Systems and Software.
2. **Term:** The Service can be ordered for a term of one (1), two (2) or three (3) years ("Term") as set forth on the Agreement. Each Term commences at the earliest date between when the Service is available for use or sixty (60) days after the Service Agreement has been signed. ("Service Commencement Date"). Unless either Party provides the other with at least thirty (30) days written notice prior to expiration of the Term, the Service will continue, subject to the terms and conditions of the Agreement, as defined in EarthLink's Standard Terms and Conditions.
3. **Billing and Payment:** Billing will commence on the Service Commencement Date. The first invoice will include the initial set-up fee, any installation or non-recurring charges and a pro-rated monthly recurring charge ("MRC") for the Service from the Service Commencement Date through the date for which the invoice is issued. It will also include, the MRC invoiced monthly in advance. Ongoing, the invoice will include the MRC invoiced monthly in advance and any applicable non-recurring charges ("NRC"), which will be billed monthly in arrears. 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.
4. **Incorporation.** This Service Schedule, including without limitation, the attached Tables, are incorporated into, and made a part of, the Agreement between the Parties with respect to any Services described in this Service Schedule and ordered on an AFS signed by the Customer, and, with the other documents that comprise the Agreement, will constitute one and the same document. This Service Schedule will control to the extent of any conflict between its terms and the terms of the other documents comprising the Agreement; however, those other documents will control to the extent of any issues not specifically or fully addressed in this Service Schedule. The section headings used in this Service Schedule are provided for convenience only and are not intended to affect the interpretation of any provision. Capitalized terms used and not defined in this Service Schedule will have the meanings given to them in the Agreement. Where applicable, references in this Agreement to the singular include the plural and, to the plural, the singular.

**5. Core Features and Responsibilities by Service Level:**

	Features	Bronze	Silver Formerly "Monitor Only"	Gold Formerly "Basic"	Platinum Formerly "Standard "
<b>NOC</b>	24x7 Staffed Network Operations Center (NOC) Support	EarthLink	EarthLink	EarthLink	EarthLink
	Incident Management -Receive, Log, Classify & Track - (Reactive)	Customer	EarthLink	EarthLink	EarthLink
	Proactive Incident Management, Remediation & Root Cause Analysis	Customer	Customer	EarthLink	EarthLink
<b>Monitor &amp; Manage</b>	Proactive Management - EarthLink Infrastructure	EarthLink	EarthLink	EarthLink	EarthLink
	Server Set-up – including OS installation	Customer	EarthLink	EarthLink	EarthLink
	Monitor and Alert - Server Availability	Customer	EarthLink	EarthLink	EarthLink
	Advanced Monitoring and Alerts	Customer	Customer	EarthLink	EarthLink
	Proactive Management of Server and/or OS, includes patching <sup>1</sup>	Customer	Customer	EarthLink	EarthLink
<b>Additional Services</b>	Asset Tracking (Dashboard via myLink – varies by service)	EarthLink	EarthLink	EarthLink	EarthLink
	Private Network Setup	EarthLink	EarthLink	EarthLink	EarthLink
	DNS and IP Addressing/Management	Customer	EarthLink	EarthLink	EarthLink
	NTFS & Shared folder & file permission management	Customer	Customer	EarthLink	EarthLink
	PHP Setup, Configuration, and Module Installation	Customer	Customer	EarthLink	EarthLink
	Active Directory Support	Customer	Customer	EarthLink	EarthLink
	Configuration Management	Customer	Customer	Customer	EarthLink
	Proactive Management– Customer Server Hardware	Customer	Customer	Customer	EarthLink
	Anti-Virus and Anti-Malware	Customer	Customer	EarthLink (Optional)	EarthLink (Optional)
	Install 3 <sup>rd</sup> Party Software <sup>1</sup>	Customer	Customer	EarthLink (Optional)	EarthLink (Optional)
	Monitor and Manage - 3 <sup>rd</sup> Party Software (includes install and patching <sup>1</sup> )	Customer	Customer	Customer	EarthLink (Optional)

<sup>1</sup>Applies to EarthLink Supported Systems and Software only

**BRZ 4.1 Bronze Level Support**

Bronze Level Support is included with all EarthLink vCloud Servers, and includes:

**BRZ 4.1.1 24x7 Staffed Network Operations Center (NOC) Support** - EarthLink will provide assistance and troubleshooting for Customer to guide them through the use of the EarthLink Cloud Portal web interface as well as troubleshooting of issues related to connectivity or general platform issues. EarthLink operates geo-redundant Network Operations Centers (NOCs) staffed by trained Server administrators to handle most Service related incidents.

**BRZ 4.1.2 Proactive Management - EarthLink Infrastructure** – Service includes the monitoring, maintenance and management of EarthLink Infrastructure required to provide the required levels of service and support described in this Service Schedule, including:

- EarthLink Data Centers, Networks, Servers, Switches, Storage Equipment and related components, including the required power, heating/cooling systems, security controls and fire detection/suppression equipment
- EarthLink Building Management Systems (BMS) used to monitor EarthLink facilities
- EarthLink Monitoring Infrastructure used to monitor and alert on Service components
- Capacity Planning on EarthLink Infrastructure
- Technology refresh/upgrades on EarthLink Infrastructure components

**BRZ 4.1.3 Asset Tracking** – EarthLink configuration management tools are used to track basic Service information and display available information onto the EarthLink Portal ([mylink.EarthLinkBusiness.com](http://mylink.EarthLinkBusiness.com)). Critical system information from each managed system is used to populate the Asset tab of the My EarthLink portal. This information (CPU, installed RAM, HDD size, installed OS and SP level, etc.) This information is useful for IT managers to make decisions relative to hardware procurement and replacement. Available information will vary depending on EarthLink Managed Services being provided, but may include:

- General Service Summary
- Servers by location
- Server Details
- Server Patch Status
- Virus Software Version Status
- Spyware Software Version Status

**BRZ 4.1.4 Private Network Setup (For Cloud Hosting Servers only)** - EarthLink will handle setup of all cloud private networks including NAT of public IP to private IP where needed within the local cloud LAN. Connection to remote Customer networks or MPLS based connections are outside of the scope of this Service-

**BRZ 4.1.5 Server Reboots** - EarthLink will perform 1 reboot per month for Bronze Level Support customers. Additional reboots will incur an additional fee of \$25.00 per request. Customer has complete ability to reboot all virtual Servers at any time through the EarthLink Cloud Portal web interface through the 3<sup>rd</sup> party cloud control panel, or physically if Customer Server Hardware managed by EarthLink is located at Customer premises.

**SIL 4.2 Silver Level Support**– Silver Level Support is included with all EarthLink Private Cloud Servers and for Customer Server Hardware, and is available as option for EarthLink vCloud Services. In addition to the services described in Bronze Level Support above, Silver Level Support Customers will receive the following:

**SIL 4.2.1 Incident Management -Receive, Log, Classify & Track - (Reactive)** – Customers can contact the EarthLink Network Operations Center (NOC) anytime, 24x7 via telephone, email and/or the myLink Portal, to report trouble on the Service. EarthLink will use Customer-provided information to create a trouble ticket, and classify the incident in accordance with EarthLink severity levels as defined at [www.earthlinkbusiness.com/about-us/legal/sla.xea](http://www.earthlinkbusiness.com/about-us/legal/sla.xea). EarthLink will track the incident until it is resolved providing Customers with feedback at regular intervals until the incident is resolved and the Trouble Ticket is closed by EarthLink and/or Customer.

**SIL 4.2.2 Server Set-up – including OS installation** - EarthLink will validate that all Servers and Operating System software are eligible for Server Set-up in accordance with the EarthLink Supported Systems and Software Guide. EarthLink will configure all Servers per the documented naming, IP scheme, resource levels, disk partitioning, and OS requirements as outlined in our data capture form. EarthLink will install Customer's designated OS per Server using current version of OS as shown in the EarthLink Guide to Supported Systems and Software.

EarthLink will install any standard roles or features of the operating system as needed by the Customer and based on industry best practices. Customer is responsible for configuration and setup of additional features to meet their application needs. Other Custom scripts may be created as part of a Professional Services project for an additional fee and as defined in Statement of Work.

EarthLink will add a secondary NIC to Customer virtual Servers, as needed, to provide access for EarthLink monitoring and management services.

**SIL 4.2.2.1 Server Set-up – including OS installation for Customer Server Hardware** – There are two (2) options for **Server Set-up on Customer Server Hardware**.

**SIL 4.2.2.1.1 Server Build Customer Server Hardware Option 1:** Customer boots Server to new OS/media and confirms and/or configures IP information. Customer provides EarthLink IP address and credentials to OS. EarthLink will complete the Server build.

**SIL 4.2.2.1.2 Server Build Customer Server Hardware Option 2:** Customer provides EarthLink the remote access card IP address information. Remote access must include licensing to access the Server console. EarthLink will complete the Server build.

**SIL 4.2.3 Monitor and Alert - Server Availability** - EarthLink will perform up/down (i.e. ping) monitoring of primary Server IP address. Upon failure, an alert will be sent to Customer electronically and an EarthLink technician will be notified and will first work to identify and resolve any EarthLink Infrastructure issues. If needed, EarthLink will attempt to further isolate the issue directly on Customer Server(s) and work to resolve any issues. In the event EarthLink cannot resolve an issue or suspects the issue may be caused by Unsupported Software, EarthLink will contact Customer for assistance in resolving the issue.

**SIL 4.2.4 DNS and IP Addressing/Management** - EarthLink will assist Customer with making any required internal (local) DNS record changes, as well as IP addressing needed for EarthLink to provide Service monitoring and management support.

**SIL 4.2.5 Server Reboots** - EarthLink will perform unlimited reboots per month for Silver Level Support customers. Customer has ability to reboot all virtual Servers at any time through the EarthLink Cloud Portal web interface and locally for Customer Server Hardware located at Customer premises.

**GLD 4.3 Gold Level Support** – Gold Level Support is an option for EarthLink vCloud Servers and Customer Server Hardware. In addition to the services provided to Silver Level Support Customers described above, Gold Level Support customers will receive the following:

**GLD 4.3.1 Proactive Incident Management, Remediation & Root Cause Analysis-** EarthLink will take action on system alarms generated by monitoring tools prior to the customer needing to open a ticket request with EarthLink. We will use available systems and resources to identify incidents and manage incidents on Managed Servers through to resolution, providing regular status and root cause analysis upon resolution according to the EarthLink Managed Services Service Level Agreement (“SLA”) located at [www.earthlinkbusiness.com/about-us/legal/sla.xea](http://www.earthlinkbusiness.com/about-us/legal/sla.xea).

**GLD 4.3.2 Advanced Monitoring and Alerts** – EarthLink provides proactive monitoring of EarthLink Supported Server Systems and Software. EarthLink will provide Customers with notification of alarms and/or events according to pre-defined usage thresholds assigned to each Component being monitored. Available parameters, thresholds and alerts vary based on the Servers being monitored.

**GLD 4.3.2.1 Advanced Monitoring and Alerts - Server Disk, CPU, Memory, and OS** - EarthLink will monitor Managed Server Disk, CPU and Memory to default thresholds at EarthLink pre-defined intervals. Should a threshold be exceeded, EarthLink will take action to remediate. This could include contacting Customer if assistance is needed in order to determine how to resolve. Resolution could include the purchase of additional virtual resources if necessary. These thresholds are defaults only and may need to be adjusted based on the requirements of your specific environment to avoid too many false positives or to account for higher than resource usage. The Customer can also designate a lower threshold value to receive direct email notification if they desire to have notifications and resolve at a lower value on their own.

**GLD 4.3.2.1.1 Advanced Monitoring and Alerts – Customer Server Hardware** – If needed, EarthLink provides Advanced Monitoring of Server, including Operating System, on Customer Server Hardware located at non-EarthLink locations. EarthLink provides automatic notification of alarms on monitored components according to pre-defined usage threshold. Customer Server Hardware needs to be in accordance with EarthLink Guide to Supported Systems and Software and Customer must provide EarthLink any required IP addresses and credentials for system access needed to perform monitoring. This does not include monitoring of physical server hardware (e.g. temperature, fan speed, etc.).

**GLD 4.3.2.2 Advanced Monitoring and Alerts - Microsoft Services (EarthLink vCloud Customers Only)** - EarthLink will monitor up to 5 Windows Services (for example IIS) and Customer can specify the action to take on a down alert (i.e. Alert Customer or, Auto-restart). Additional services can be monitored at an additional cost.

**GLD 4.3.2.3 Advanced Monitoring and Alerts – Web Content (EarthLink vCloud Customers Only)** - EarthLink will monitor up to 10 webpages on Managed Servers looking for specific content strings within the results. Upon a failed match for the given string, EarthLink will automatically send a notification to Customer provided email addresses.

**GLD 4.3.2.4 Advanced Monitoring and Alerts – Ports (EarthLink vCloud Customers Only)** - EarthLink will monitor up to 10 custom ports on the Managed Server for a positive ping result to ensure custom services are actively running. If Server fails to respond within the predefined thresholds, EarthLink will automatically send an alert notification to Customer provided email addresses.

**GLD 4.3.3 Proactive Management of Server and/or OS, includes patching** - EarthLink will provide management of Server and Operating System (not including Customer Server Hardware). EarthLink maintains a list of Supported Software and Supported Hardware configurations, which is used to determine available Server Management and Monitoring Services. EarthLink will manage incidents related to Server (Excluding Customer Server Hardware) and OS. The OS fault management activities include fault analysis and resolution of fault events.

**GLD 4.3.3.1 Server Rebuilds.** In the case of system failure, if necessary, EarthLink will rebuild the Managed Servers using current version of OS as defined in EarthLink Guide to Supported Systems and Software. EarthLink Supported Software is installed using EarthLink default settings.

In the event EarthLink is required to rebuild a Server after the initial build, this will remove any existing data and backup or restore of the existing data. Customer may request only a single rebuild after the initial setup of a virtual machine. Additional rebuilds would incur additional costs. If EarthLink is not responsible for Server backup, Customer is responsible for restoring any and all data to the Server, unless otherwise stated in the contract Statement of Work (SoW) for Professional Services. Customer will be responsible for any third party software installations and required configurations unless otherwise stated in the contract and/or SoW for Professional Services.

All Server Rebuilds require the appropriate service level, Gold or Platinum and Customer written approval. All requests for new Server Builds after Service installation, require a change order.

**GLD 4.3.3.2 Server Rebuilds – Customer Server Hardware.** For Server Rebuilds on Customer Server Hardware, EarthLink requires remote access and administrative credentials for Server, including hypervisor access. Customer must provide OS licensing and all required media. There are two (2) options for rebuilding Servers on Customer Server Hardware

**GLD 4.3.3.2.1 Server Rebuilds – Customer Server Hardware Option 1** - Customer boots to OS media. EarthLink walks the Customer through the initial installation. Customer confirms/configures IP information. Customer provides EarthLink IP address and credentials to OS. EarthLink will complete the Server build.

**GLD 4.3.3.2.2 Server Rebuilds – Customer Server Hardware Option 2** - Customer provides EarthLink the remote access card IP information. Remote access must include licensing to access the Server console. Customer provides OS media. EarthLink will complete the Server build.

**GLD 4.3.3.3 Patching** - EarthLink will apply all core critical and important operating system patches and OS Hot Fixes.

EarthLink will manage a Server patching process that applies all Vendor-provided OS security updates once a month, either by auto-patching or during a designated patching window. EarthLink will provide Customer with a choice of regular patching windows during setup or the choice to not have EarthLink apply patches. The process is completely automated and will perform a reboot of the Servers.

EarthLink can setup a testing process to allow a subset of customer's Servers, preferably in a Customer-provided test environment, to be patched during an earlier monthly window allowing them to confirm the updates and then have all remaining Servers patched during a later window. In this case all testing and verification is the responsibility of the customer. Only security patches are applied, non-core and/or patches that are not critical security updates are not applied. Customer may choose to skip a monthly window if they provide at least 3 days' notice to EarthLink via email. EarthLink does not apply service packs during this process, but can apply those if requested, through a separate manual process and may incur additional charges.



Customer must provide EarthLink with local administrative rights on Managed Servers and ensure that all Managed Servers and devices are covered under warranty.

**GLD 4.3.4 NTFS, Shared folder and File Permission Management** – Mapping drives is included. Includes Access issue resolution, and shared folder creation. Migrations from an existing file Server to a new file Server would be a Professional Services engagement.

**GLD 4.3.5 Active Directory Support** - EarthLink will work with Customer to join their Servers to Customer's existing domain and setup a domain trust with EarthLink's management domains. The EarthLink management domain provides a means of granting EarthLink service accounts and administrator access for providing managed services. It is required to deliver several features of the managed service plan.

EarthLink will set up users and set group policies per direction provided by Customer during setup for up to ten (10) groups and fifty (50) users. Higher quantities could incur additional charges. EarthLink is not responsible for defining AD policies. It also includes Active Directory issue resolution; for example replication issues or logon failures. Customers can request specific Group Policy Objects (GPOs) settings to be implemented and this is included in Active Directory Management. If the Customer wants EarthLink to propose a Group Policy solution including testing and deployment this would be done as a Professional Services engagement.

EarthLink must manage all DCs that hold Flexible Single Master Operation (FSMO) roles in order to manage the customers AD environment; as these roles are critical to the overall health of AD. Ongoing user and policy management is the responsibility of the Customer.

All Customer domain controllers must come under EarthLink Management in order for EarthLink to fully manage the AD environment. Any domain controllers not under EarthLink management will not be monitored and the Customer will be responsible for Active Directory issues with or caused by that Server.

**GLD 4.3.6 Anti-Virus and Anti-Malware** – EarthLink provides best-effort Anti-Virus and Anti-Malware protection. EarthLink manages daily virus definition updates and ensures all host based clients and local agents are managed from our centralized management platform and are working as expected.

**GLD 4.3.6.1 Remediation** – Should a virus be detected, Customer will be notified and it is Customer responsibility to remove any virus or malware. EarthLink can assist with locating and removing the virus or malware using the appropriate tools and methods necessary and will do so in a timely manner to minimize all impact to the Customer's Service, but these services could incur additional cost.

**GLD 4.3.7 Install 3<sup>rd</sup> Party Software (Optional)** – **As an optional service, EarthLink will install** Supported 3rd Party Software as defined in the EarthLink Guide to Supported Systems and Software. Supported Software will be deployed on Managed Servers using standard EarthLink tools and processes and in accordance with Customer instructions and industry best practices. Custom package creation may be available as a Professional Services engagement. Additional charges apply.

**PLT 4.4 Platinum Level Support** – Platinum Level Support is an option for EarthLink vCloud Servers and Client Premises Servers. In addition to the services provided to Gold Level Support Customers described above, Platinum Level customers will receive the following:

**PLT 4.4.1 Configuration Management** – Configuration Management (CM) is the process of identifying and defining the Configuration Items in a system. CM is also responsible for recording and reporting the status of Configuration Items and Requests for Change, as well as verifying the completeness and correctness of Configuration Items.

**PLT 4.4.2 Proactive Management – Customer Server Hardware.** EarthLink will provide proactive monitoring and problem resolution for Customer Server Hardware. EarthLink will monitor and manage EarthLink supported Operating Systems on EarthLink supported Customer Server Hardware located at non-EarthLink locations. Events are generated according to EarthLink default thresholds assigned to each component and manage fault events related to Customer Server Hardware. EarthLink may require Customer assistance in troubleshooting hardware that is not physically located in EarthLink data centers. Hardware agents and firmware updates will remain the responsibility of the Customer.

**PLT 4.4.3 Monitor and Manage - 3<sup>rd</sup> Party Software (includes install and patching) – Optional Service. Additional Charges Apply.** Customers may subscribe to 3<sup>rd</sup> Party software support, in accordance with the EarthLink Guide to Supported Systems and Software. EarthLink will only apply critical application patches to Platinum Level Support

Managed Servers by default. Application patches includes services such as SQL, IIS, Exchange and .Net. Customers may request non-critical patching of applications at any time (additional charges may apply). The testing and approval of application patches remains the responsibility of the Customer. EarthLink recommends that the Customer have a testing environment for critical application services. EarthLink will work with the Customer to apply patches to test Servers to validate application issues that might occur as a result of patching. This allow EarthLink to work with the Customer to keep their Servers up to date with as little affect to their Servers as possible.

#### **REQ 4.5 Additional Requirements for Managed Services**

**REQ 4.5.1 Monitoring Hub Designation (EarthLink vCloud Customers Only).** In order to supply the above advanced monitoring capabilities, the Customer's virtual data center may require a dedicated Monitoring Hub. This hub aggregates all monitoring data and forwards to EarthLink's centralized monitoring system. Customer is responsible for selecting one of their existing virtual Servers to run the Hub software. This will require 100MB of free disk space, Layer 3 network access, and consume approximate 5% of the VM's memory and/or CPU resources. For larger environments, the customer may choose to purchase a small amount of additional resources to deploy a virtual Server to act as a dedicated Hub that runs nothing else. If the Customer does not choose one of their existing virtual Servers or purchase additional resources, EarthLink will not be able to supply all of the above monitoring services. EarthLink may require the addition of a secondary NIC to Customer Virtual Servers. The purpose of this NIC is to provide access to EarthLink's management services including Patch Management, monitoring, and backup.

**REQ 4.5.2 Monitoring Server Changes.** If the Customer creates new Virtual Machines covered by a Managed Server plan (other than Bronze), they must notify EarthLink in order to have the correct monitoring probes setup and configured to deliver the advanced monitoring features. If the Customer makes modifications to their Servers, including deleting a VM, it is important that they alert EarthLink so that monitoring setup can be reviewed to make changes as needed. Especially for deleted VM's as this would require removal of monitoring configurations to avoid potential false positives.

**REQ 4.5.3 Additional Information on OS Patching.** EarthLink provides two (2) "Standard" options for patching approval for Gold and Platinum level customers; (1) automatic and (2) manual.

**REQ 4.5.3.1 Automatic Patching Approval.** Customers can identify Managed Servers to be patched automatically without communication between EarthLink and the Customer. This is the recommended method of ensuring that Servers are up to date and secure.

If required, EarthLink will work with the Customer to set an alternate automatic patching date if the default patching window is not possible. This must be a set date each month. Customers will be notified within two (2) business days after patches are applied of any patching issues and an alternate patching window can be scheduled to complete patching, if required.

**REQ 4.5.3.2 Manual Patching Approval.** Many Customers have critical applications in which they must control the patches and hotfixes that are to be applied to the Server(s) on which these applications reside. EarthLink provides the option for Customers to select and control the patches that are to be applied.

EarthLink will send the Customer a list of Managed Servers ready for manual approval during the second week of each month. This will include the name of the Server and a list of hotfixes available; based on EarthLink's white list of patches only. Customers must approve Server patches and the hotfixes to be applied at least three days prior to the patching window.

Normally the patching date occurs on the same day as the automatic patched Servers; however Customers may select a different day of the week. If the Customer selects a custom patch date it must be the same date each month. As an example the third (3<sup>rd</sup>) Saturday each month could be selected. EarthLink will allow a Customer to have up to two (2) patching dates per month. See Custom Patching for more information on alternate dates and times.

#### **REQ 4.5.3.3 Post-Patching Incident Resolution.**

In the event of an issue with a Managed Server, immediately following and as a suspected result of patching, EarthLink will respond as follows:

- If the Server does not come back online after the Server reboot then the NOC will notify the Customer and contact an EarthLink Server Engineer to troubleshoot the issue.
- The NOC will be notified in the event of a service failure after the reboot. The NOC will contact a Server engineer to troubleshoot any core service failures and will escalate to the Customer in the event of an application service

issue. In the event of a core OS service outage the Customer will be notified of the issue and notified again after resolution.

- EarthLink can rollback patches if required. The Customer will be notified in the event that EarthLink must rollback a patch due to a core OS issue.
- The Customer may submit a ticket to rollback a patch if required to resolve an application issue.

**REQ 4.5.3.4 Custom Patching.** EarthLink will work with the Customer to patch the Managed Servers according to their requirements and in accordance with EarthLink Supported Systems and Software. Customers may require changes to our normal patching process such as selecting a custom patching date, adding a second date to split patching of staging and production Servers, or applying patches without a reboot.

It should be noted that patching is an automated process that is scheduled in advance and in the event that a Server requires an engineer to manually perform tasks before, during or after patching completes the following options are available.

- EarthLink can patch Managed Servers without an embedded reboot. The Customer can then reboot the Server(s) manually.
- The Customer can engage EarthLink on a Professional Services basis to perform any required pre or post-patching tasks as outlined by the Customer.

**REQ 4.5.3.5 Emergency Patching.** There are times when a Software Vendor releases a critical patch to address a vulnerability that represents an immediate threat to our Customer's Servers and/or data.

EarthLink will notify the Customer of our intention to perform Emergency Patching of all Automatic approved Servers as far as in advance as possible. The Customer will have the option to respond to the notification to stop the Emergency Patching of these Servers otherwise the patching will proceed as scheduled.

Customers that manually approve patching will receive notification of the Emergency Patching release along with details of the vulnerability. The notification will also recommend the creation of a ticket to have affected Servers patched immediately.

**REQ 4.5.3.6 Patching Third Party Software.** For Platinum customers running software that is not provided by EarthLink, Customers can request that EarthLink install, patch and/or support certain third party software. The level of support will vary based on the EarthLink Supported Systems and Software guide and additional charges may apply.

**REQ 4.5.4 Active Directory.** Customer must have Active Directory in operation. If Customer does not already have Active Directory in operation, and upon Customer request, EarthLink will provide Professional Services related to the design and deployment of Active Directory for additional fees. If required to perform the Service, Customer will allow EarthLink to establish a secure VPN tunnel between the Customer and EarthLink, and will allow EarthLink to establish appropriate Active Directory Domain level trusts such that EarthLink agents can perform administrative activities and EarthLink tools will function. Customer will provide EarthLink with Administrator rights to Customer's Active Directory Server.

**REQ 4.5.5 Miscellaneous Requirements.** Customer must work with EarthLink to create any necessary escalation matrixes required by the Network Operations Center to effectively manage the client's environment. Customer is responsible for providing adequate bandwidth from Customer locations to data center to ensure needed performance. EarthLink cannot guarantee performance for any location with insufficient bandwidth and Customer must commit to upgrades as needed.

**REQ 4.5.6 Service Levels and Support.** Information concerning Service level objectives and credit allowances are set forth in the EarthLink Managed Services Service Level Agreement ("SLA") located at [www.earthlinkbusiness.com/about-us/legal/sla.xea](http://www.earthlinkbusiness.com/about-us/legal/sla.xea). EarthLink will provide assistance and troubleshooting 24 hours a day, 7 days a week. 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). EarthLink must have unrestricted network access to Managed Servers. EarthLink is not responsible for downtime caused by Third Party Software which is not part of the Service, downtime due to EarthLink being prevented from patching a Server or due to any virus or malware infection if the Customer has opted to manage their own antivirus or malware software.



**REQ 4.5.7 Data Security and Encryption.** The Customer is responsible for its data security and compliance with laws and/or regulatory requirements applicable to its business, including encrypting personally identifiable information (“PII”) transmitted to or from, or stored on, EarthLink Servers or storage devices used by the Customer. 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)).

**REQ 4.5.8 Customer Access.** When Customer retains administrative rights or access to EarthLink Managed Server(s), Customer is responsible for resolution of any issue or incident resulting from any act or omission on the part of Customer such as custom or improper configurations (e.g. Active Directory changes), scripting or coding (e.g. CGI, Perl, HTML or ASP), server over-utilization. If EarthLink is required to rebuild or restore the Server to its previous working condition, additional charges will be applied.

**REQ 4.5.9 Preexisting Conditions** - Customer Servers must be configured to industry best practices and allow for EarthLink to successfully install all required monitoring and management tools and utilities without the need to rebuild the Servers in order to provide Service. EarthLink may require the Customer to perform any required updates prior to Implementation and/or agree to EarthLink Professional Services, provided for an additional charge.

#### **DEF 4.6 Definitions**

**DEF 4.6.1 Change Management** - Applies only to EarthLink’s change management process not a specific Customer change management. If the customer has a specific internal change management process it will be the responsibility of the Customers Technical Contacts, to make sure that any changes to devices that fall within their scope of management go through the Customer internal change control process. Once through the Customers internal change control process EarthLink representatives can be notified with consent to perform maintenance. If the Technical Contact needs a representative from EarthLink to explain the scope and impact of the changes to their internal change management team, as far in advance as possible to allow for the proper scheduling of resources.

**DEF 4.6.2 Customer Server Hardware** – EarthLink Server Management and Monitoring may also be used to provide support for Server Hardware that is not supplied by EarthLink and may not be located in EarthLink data centers. Customer Server Hardware is subject to the EarthLink Guide to Supported Systems and Software and EarthLink engineering review and approval. Hardware agents and firmware updates on Customer Server Hardware will remain the responsibility of the Customer. If Customer supplies the Server Hardware and/or Operating System Software, Customer shall be responsible for all required licenses in order for EarthLink to use and/or manage the Hardware or Software.

**DEF 4.6.3 Problem Management & Exception Reporting-** Focused on Problem Identification and Elimination. Platinum Support Level includes Core OS issues and hardware related issues. Gold Support Level includes core Operating System issues. Server Management service functions include DNS, DFS, DHCP, WINS, basic login scripts (no custom scripts or products.) and Active Directory. Issues that are not considered in core OS include; add-on services such as session printers, IIS, Media Services and SharePoint Team Services. Unsupported Software issues and non-supported backups/restores are not supported.

**DEF 4.6.4 Server** – A Server is a running instance of an application (including operating system and application software) capable of accepting requests and giving responses accordingly. Servers can run in both dedicated environments where a single software instance is deployed on dedicated computer hardware, or as a virtual machine utilizing a hypervisor so that multiple virtual Servers can run on a single physical Server.

**DEF 4.6.5 Support Discontinuance** - EarthLink will notify Customer when any EarthLink provided and/or EarthLink Managed Equipment or Software is no longer supported by its manufacturer, or when required parts and/or software can no longer be reasonably obtained. EarthLink will inform Customer if the Service will be impaired and advise Customer of alternatives to the continued use of the impacted Equipment or Software. EarthLink shall not be liable for failure to meet any applicable Service Level Agreements resulting from the failure of Equipment or Software subject to Support Discontinuance.

**DEF 4.6.7 Supported Systems and Software** – EarthLink maintains a list of Supported Systems and Software which are used to deliver Server Management and Monitoring Services. EarthLink reserves the right to modify Supported

Systems and Software, including the right to discontinue support when manufacturer no longer provides support and/or maintenance and repair cannot be provided in a reasonable manner.

**DEF 4.6.8 Unsupported Software** – Refers to Customer and/or third party software that has not been reviewed or certified for EarthLink Management and Monitoring Services, as documented in the EarthLink Supported Systems and Software guide. EarthLink cannot install, monitor or manage Unsupported Software and is not responsible for issues or outages that result from the use of Unsupported Software.