SERVICE SCHEDULE FOR PCI COMPLIANCE SOLUTIONS™ SERVICES

This Service Schedule applies to the PCI Compliance Solutions™ Services ("Services") ordered on each Agreement for Service ("AFS") signed by the customer identified below ("Customer") and EarthLink ("EarthLink") (each a "Party and together, the "Parties"). This Service Schedule is effective as of the date it is last signed by the Parties ("Effective Date"), and amends the EarthLink General Terms and Conditions found at www.earthlinkbusiness.com/about-us/legal/terms.xea ("Terms and Conditions"), each AFS signed by the Parties and the other documents comprising the agreement between the Parties with respect to the Services (collectively, the "Agreement"), as follows:

1. **Service Overview**. The PCI Compliance Solutions™ Services are provided and supported by NuArx Inc. ("NuArx") and offered through EarthLink. The Services are comprised of: (i) PCI Protect™ Service, PCI Assist, PCI Assist Plus, PCI Certify and a bundled package which includes a PCI compliant firewall, PCI Firewall . The services are a suite of tools, devices and information to support the efforts of certain categories of merchants to manage compliance with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"), found at https://www.pcisecuritystandards.org/document_library.

2. **PCI Protect™**. PCI Protect™ ("PCI Protect™ Service") is a NuArx proprietary software-based solution that is hosted on an NuArx server residing in an NuArx facility and may be accessed through NuArx's Portal using one or more passwords provided by NuArx.

   a. Service Features. The PCI Protect™ Service offers the following features to Level 3 and Level 4 Merchants:
      - PCI Self-Assessment Questionnaire ("SAQ") wizard
      - Security Policy Templates
      - PCI eLearning:

Course Name:	Unique Users per course:
Cashier's PCI Training	25
Risk Owner Training	1

      - $100,000 of PCI Data Breach Protection Services

   b. Optional Features. The following optional features may be available for an additional set-up fee and/or charge:
      - Additional PCI eLearning seats

   c. Eligible Merchants. Any merchant that in the course of its business accepts debit, credit or prepaid cards ("bank cards") issued by a member of the PCI Security Standards Counsel ("PCI SSC"), or processes, stores or transmits bank card data or information provided to facilitate the approval or settlement of bank card transactions ("cardholder information") and meets the other requirements in this Service Schedule is eligible to subscribe for the Validation Service.

3. **PCI Enterprise Portal Services**. The PCI Enterprise Portal ("PEP") Services are for Level 1 and Level 2 Merchants, and include the following:
   - PCI Self-Assessment Questionnaire ("SAQ") wizard
   - Task Management and Reporting
   - Central Evidence Repository
   - Security Policy Templates
   - PCI eLearning:

Course Name:	Unique Users per course:
Cashier's PCI Training	25
Risk Owner Training	1

   - $100,000 of PCI Data Breach Protection Services (only applicable for Level 2 Merchants)

4. **PCI Assist™**. PCI Assist™ ("PCI Assist™ Service") provides additional training and assistance for use of the PCI Protect™ Service and is available for an additional fee in conjunction with the PCI Protect™ Service.

   a. Service Features. The PCI Assist™ Service has the following features:
   - Provides a one-time overview of the PCI Protect™ Service portal features and functionality.
   - Provides periodic reminders of various aspects of PCI compliance, to assist keeping the portal record up-to-date or achieving milestones in compliance activity.
   - Monthly upload of all employee information into the portal.

- Monthly determination of Customer employee e-Learning requirements.
- Monthly assignment of e-Learning for all required Customer employees.
- A custom PCI-approved policy to be created using the portal policy templates and loaded into the portal.
- Annual determination of the required SAQ filing type.
- Annual determination of the ASV IP type.
- Quarterly schedule and launch of quarterly ASV scans.
- Quarterly provision of ASV external vulnerability scan remediation assistance.
- Quarterly review and explanation of the portal reports.
- Annual assistance with Attestation of Compliance ("AoC") completion; the AoC must be printed and signed by the Customer.

5. **PCI Assist Plus**. PCI Assist Plus ("PCI Assist Plus Service") is available for use with a Level 3 or Level 4 Merchant Site and provides additional training and assistance for use of the PCI Protect and PCI Firewall Service. It is available for an additional fee.

a. Service Features. The PCI Assist Plus Service offers the following features:

i. Managed PCI eLearning. Bulk upload of Users and assignment of training and policy on a monthly basis. A NuArx account manager will work with EarthLink on User changes and assignment of training courses and policies.

ii. Managed security policy. Provides templates for PCI Security Policy by SAQ type. Policy will be adjusted to the Merchant's environment and published on the applicable learning management system. A NuArx account manager will work with EarthLink to update the policy on a quarterly basis to incorporate changes to the applicable Merchant's environment.

iii. Managed PCI Self-Assessment Questionnaire. A NuArx account manager will work with EarthLink to: (i) determine the SAQ which is applicable to Merchant's Bank Card processing; and (ii) provide annual guided SAQ completion assistance.

iv. Managed Penetration Testing Guidance. Annual penetration testing guidance for Merchants that have multiple corporate owned Sites. An NuArx account manager will work with EarthLink and NuArx's Consulting Services Division to schedule this activity.

6. **PCI Certify™**. The PCI Certify™ Service ("PCI Certify™ Service") provides customized PCI professional services via a separate written and signed statement of work**.**

7. **PCI Firewall**. The PCI Firewall offers a PCI compliant firewall device which is installed on the Customer premises. The PCI Protect Premium Firewall Package consists of three (3) packages, the 3500, 3800 and the 4500. Each package is sized based on Customer needs with the following elements:
Note: PCI Firewall does not include PCI Assist, PCI Assist Plus and/or PCI Certify, all are optional.

	3500	3800	4500
Firewall			
Management/Monitoring	50 Policies	100 Policies	500 Policies
Web Content Filtering	✓	✓	✓
Max Bandwidth	3 MB	10 MB	10 MB
Demilitarized Zone (DMZ) Support			
Antivirus			
Management/Monitoring	✓	✓	✓
Intrusion Prevention			
Management/Monitoring	✓	✓	✓
IPS Throughput	135 Mbps	135 Mbps	135 Mbps
PCI DSS Features			
Security Zone Segmentation	2	2	2
Firewall Log Retention	✓	✓	✓
Internal Vulnerability Scanning	5 Devices	5 Devices	5 Devices
Rogue Wireless Scanning	✓	✓	✓
Additional Features			
VoIP			✓
Wi-Fi (SSIDs)	2	2	2
Guest Wi-Fi Login Page		✓	✓
IPSec VPN Secure Remote Network Site-to-Site Connectivity		1	2
3G/4G Failover		Optional[1]	Optional[1]
Dual WAN			Optional[1]
Number of Ports	5	5	5
International Deployment	Optional[1]	Optional[1]	Optional[1]
Rack Mount	Optional[1]	Optional[1]	Optional[1]

[1] Optional for an additional charge.
[2] Optional for no additional charge.

In addition, PCI Protect Firewall

- Stops threats before they can enter the point-of-sale (POS) network by scrubbing all incoming data from the public Internet and wireless sources. It continuously monitors traffic for severe threats and performs antivirus, web filtering, and outgoing traffic inspection.
- Delivers a combination of on-premises hardware and cloud-based services along with hardware which serves as a stateful firewall and manages communication between the POS network and the NuArx SOC (Security Operations Center).
- Up-to-date technology with zero customer maintenance requirements in a fully-managed solution.
- Stateful inspection firewall tracks and filters all traffic coming into the POS network, providing protection against unauthorized intrusion via the Internet and wireless sources. Managed services include maintaining, tracking, and archiving system logs.
- Secure Firewall Management which restricts all connections between untrusted networks and any system components in the cardholder data environment
- Comprehensive Unified Threat Management (UTM): by facilitating PCI compliance with the help of comprehensive and continuously updated UTM services that provide the following:
    - Anti-virus protection to guard the network against computer viruses
    - Intrusion protection to identify suspicious data with deep packet inspection of all Internet traffic
- Web content filtering, which prevents non-business browsing to reduce the risk of malware attacks and infection, and file-type blocking to halt Trojan and spyware attacks

- Internal Scanning: Vulnerability scanning of the internal network regularly. NuArx will deliver reports showing the vulnerabilities in the network and steps to remediate them.
- Rogue Wireless: Rogue wireless device is continuously being monitored to guard your Wi-Fi access points against hackers.
- 3G/4G Failover: The optional 3G/4G Failover service provides an automatic Internet connectivity failover in the event the primary Internet connection goes down.
- Robust Backup and Recovery: Automatically recover from most modes of failure within a few minutes in the event of a disaster.
- Remote Monitoring and Management: allows for continuous, 24x7 support. NuArx SOC staff can remotely monitor and manage the device and perform such activities as system backup/restore, configuration/policy setting, and box reset.
- Upgrades and Patch Management provides seamless, automatic software and security updates with near-zero operational downtime, plus remote configuration updates without rebooting or interruption.
- Simple Integration and Deployment: The device arrives at the Customer premises preconfigured.

8. Data Breach Protection Services. "Data Breach Protection Services" (also referred to herein as "DBP-Services") refers to the "PCI Data Breach Protection Services" (also referred to herein as the "PCI-DBP-Services"). The Data Breach Protection Services shall only apply to Data Security Events which are reported in writing to NuArx by a Merchant: (i) during the policy period of the insurance policy which backs NuArx's provision of the Data Breach Protection Services; and (ii) no more than sixty (60) days after discovery of the Data Security Event by the Merchant.

a. The PCI-DBP-Services include reimbursement of the following PCI Expenses subject to the maximum reimbursement amounts set forth in subsection (f) below:
    i. Forensic Audit Expenses;
    ii. Card Replacement Expenses;
    iii. Card Association Assessments; and
    iv. Post PCI Security Event Expenses.

b. The PCI-DBP-Services shall: (i) be in effect from and after the Portal Start Date; (ii) apply to claims for breaches of which Merchant receives written notice after the Portal Start Date; and (iii) not apply to claims for breaches which (a) Merchant knew, or should have known, had occurred prior to the Portal Start Date, or (b) are not reported as required above in this Section; provided, however, in the event that Customer does not pay the applicable fees and charges when due, the PCI-DBP-Services shall be void as of the Portal Start Date, and shall not apply to any claims for breaches. Upon such failure to pay being remedied by Customer (the "Pay Remedy Date"), the PCI-DBP-Services shall: (i) be in effect from and after the Pay Remedy Date; (ii) apply to claims for breaches of which a Merchant receives written notice after the Pay Remedy Date; and (iii) not apply to claims for breaches which (a) Merchant knew, or should have known, had occurred prior to the Pay Remedy Date, and (b) are not reported as required above in this Section.

c. Merchant does not have to be PCI DSS compliant to be eligible for the PCI-DBP-Services; provided, however, if Merchant has had a previous breach at any time, or incurs a breach while eligible, Merchant shall not be eligible (or re-eligible) for the PCI-DBP-Services until Merchant's then current PCI DSS compliance is verified or re-verified, as applicable.

d. Only Level 2, 3, and 4 merchants (as such levels are defined by the PCI DSS) are eligible for the PCI-DBP-Services.

e. In order to file a PCI-DBP-Services claim, Customer shall follow NuArx's then current claim filing procedures.

f. The maximum reimbursement of PCI Expenses is limited to: (i) $100,000 per MID per year; and (ii) for a Merchant with multiple MIDs, along with the maximum reimbursement set forth in item (i) above, a per occurrence maximum reimbursement of $500,000, and an aggregate annual maximum reimbursement of $500,000.
    i. The PCI DPB-Services shall not apply:
    ii. to a Level 1 merchant as defined under the PCI DSS; or
    iii. any PCI Security Event that arises out of a Merchant allowing any party other than its employees to hold or access cardholder information.

Mitigation. Merchant agrees to take reasonable steps to prevent Data Security Events and to mitigate losses arising out of such events, including, without limitation, following the procedures required by Card Associations and the regulator, as applicable, in the event of a Data Security Event. In the event of a Data Security Event, Merchant agrees not to take any action, or fail to take any action, assume any financial obligation, pay any money or incur any expense in connection with the Data Security Event that prejudices the rights of EarthLink or NuArx under this Service Schedule or the Agreement without first obtaining EarthLink's prior written consent, or some, or all, of the Merchant's claim may not be covered by the Data Breach Protection Services.

9. **Ordering Services**. To order the a PCI Compliance Solutions™ Service, the Customer must fully and accurately complete and sign (i) a PCI Compliance Solutions™ Order Form ("Order") setting forth the Services being ordered, pricing, Term (either 12 or 36 months), the Customer's legal business name (including doing business as names), the Customer's principal business, shipping and billing address(es), with the corresponding contacts and their contact information, and any other relevant information requested by NuArx, or on its behalf by EarthLink, (ii) a Customer Location List that includes each Customer Location to be covered by the DBP-Service, including, without limitation, the respective MID and corresponding business name, street address, named contact (with telephone number and email address), activation date and if the location has experienced a Data Security Event. The Customer may not include or consolidate MIDs assigned to another entity (e.g. with a different Tax identification Number) on any Order.

10. **Term and Termination**. The Service may be ordered for a term of 12 or 36 months (each a "Term").

    a. Validation Service Term. The Term for the PCI Protect™ Service will commence when NuArx provides the Customer with its Portal credentials ("Service Commencement Date") and continue for the Term set forth on the AFS, unless terminated earlier by either Party in accordance with the Terms and Conditions and/or this Service Schedule.

    b. DBP-Services Term. The Term for the DBP-Services will commence five days after the date that EarthLink receives written notice from NuArx that NuArx has accepted the Customer's Order and Customer Location List and continue for the Term set forth on the AFS, unless terminated earlier by either Party in accordance with the Agreement or by EarthLink (i) with 30 days advance written notice for convenience or business necessity or (ii) automatically due to the termination of the Customer's subscription to the PCI Protect™ Service.

    c. Post Term. Upon expiration of the Term for either Service, unless the Customer has given written notice of termination to EarthLink at least 30 days before the end of the Term, the Service will continue on a month-to-month basis until either Party terminates the Service with at least 30 days advance written notice.

11. **Pricing**. Services are provided for a one-time set-up fee (per instance), an installation charge (if applicable), and a monthly recurring charge ("MRC") based on the selected Service and features. Professional services fees and time and materials charges will apply, where applicable, to additional or out-of-scope work or services, including, without limitation, Customer requested moves, additions or changes to existing Services. Pricing does not include taxes, fees, surcharges and other similar charges that apply to the Services. Customer agrees to reimburse EarthLink for agreed upon travel and other out-of-pocket expenses incurred by it in connection with providing the Services.

12. **Billing and Payment**. Billing will commence upon NuArx's acceptance of the Customer's Order and Customer Location List. Service Commencement Date shall be defined as the earlier of (i) the date that EarthLink determines the Service in production and ready for use, or (ii) has been delivered to Customer, and if applicable, activated. The first invoice will include set-up fees, any applicable non-recurring charges, the monthly recurring charges ("MRC") for the first full month of Service (the Services are not prorated) and for the month in which the invoice is issued. Thereafter, the full monthly MRC will be invoiced monthly in advance through the final month of Service. Non-recurring charges will be billed monthly in arrears unless advance payment is required. If arrangements for payments by credit card have been made, EarthLink may charge the Customer's account on or after the invoice date. All invoiced amounts must be paid in United States Dollars ("USD") and within 30 days after the invoice date or monthly late fees will be assessed at the lower of 1.5% of the outstanding balance or the highest rate permitted by law.

13. **Changes, Additions and Moves**. Changes to an existing Service, Service additions and Service relocations must be requested using a separate AFS or change form as specified by EarthLink, require at least 30 days advance written notice and may result in additional fees or charges (non-recurring or recurring). Certain requests may be expedited for an additional fee as determined by NuArx. Customer is responsible for Service or security issues resulting from Customer requested changes that deviate from the recommended configuration or design. The foregoing notwithstanding, NuArx may change as

it deems appropriate any Service, or its fees and charges for any Service, at the start of any renewal or month-to-month term with 30 days advance notice.

14. **Support**. After NuArx configures the Portal and sends the Customer its initial login credentials, EarthLink will email instructions to the Customer's named user explaining how to log in. The Customer will have to change its initial password upon the first login. After the initial login, NuArx's Help Desk will guide the Customer's named user through the base functionality of the portal and address routine issues concerning the Customer's use of the Service and answer compliance questions from the Customer's SAQ. To report a Data Security Event or Service issues, request Service changes, additions or moves or to provide Service termination notices, the Customer must first contact EarthLink Customer Support by emailing customercare@earthlinkbusiness.com or calling 1-800-957-4872. EarthLink customer Support will contact NuArx support as needed. NuArx support will be available 24 hours a day, 7 days a week.

15. **Security Authorization**. The Customer hereby authorizes NuArx to access Customer's networks and computer systems for the purpose of performing security audits and testing, and for implementing, providing and maintaining the Services. The Customer understands and acknowledges that security audits and testing may cause temporary disruptions(e.g. to its LAN, computer systems and other applications and services), the degradation of bandwidth, excessive consumption of log file disk space and the temporary unavailability or loss of data, among other issues, and agrees that it is responsible for understanding any audit or testing steps to be taken, backing up its stored data and information prior to any security audit or testing and arranging for alternative means of operation in the event of disruption. EarthLink will not be liable for any claims or damages resulting from any security audit or testing of the Services.

16. **Licensing and Use Restrictions**. This Service Schedule provides for a subscription to access and use the Services, limited to the Customer's internal use of the Services, and does not grant any license to possess or copy, in whole or in part, any software utilized in the Service by NuArx. The Customer does not have any right to receive, use or examine any object code, source code or design documentation relating to any Services or software utilized in any Services, or to resell, rent, distribute or transfer the Services, or any component or portion thereof, to any third party or to use, or allow use of, the Services for the benefit of third parties. The Customer may not, nor permit others to: reverse engineer, reconstruct or discover by any means any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Services; develop methods to enable any third party to use the Services, in whole or in part; incorporate all, or any portion of, the Services into another service or product; create any derivative work based on the Services; or publish, or otherwise disseminate, any results of tests or operating results of the Services.

17. **Ownership**. NuArx and its respective Licensors own, and will retain ownership and all of their respective rights, title and interest in, and to, the Services, including, without limitation, images, video, audio and text used to provide the Services, any related hardware, software and documentation, deliverables, all derivatives, improvements and modifications thereto, and all related intellectual property rights, including any created in the future, and the Customer will not have, or obtain, any title, ownership or other proprietary interest in the services. Customer will retain all of its rights, title and interest in and to the Customer data and cardholder information transmitted or otherwise managed by it through its use of the Service.

18. **Data Security and Compliance.** The Customer is responsible for its own password and information security and for its compliance with all information security laws and regulations applicable to its business and its use of the Services and/or any personally identifiable information, including, without limitation, (i) "cardholder information" as that term is defined in the PCI DSS, (ii) "protected health information" as that term is defined in HIPAA (45 CFR § 160.103); and (iii) "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act (15 U.S. C, Subchapter 1 § 6809(4)). Customer must immediately notify EarthLink of any unauthorized access to, or use of, its PCI Tru Portal credentials and of any other suspected or known breach of security with respect to its merchant accounts or the Services, and use its best efforts to stop immediately any suspected or known unauthorized access or use of such information.

19. **Replacement and Return of Equipment**. During the Term, EarthLink or NuArx will replace failed CPE and other equipment provided as part of the Service (which is supplied on a leased basis) with an equivalent device for no additional charge; except for equipment at the end of the manufacturer's support cycle, which will be replaced for a fee based on the labor required to configure, install, activate and tune the replacement device ("Refresh Fee"). Upon Service termination, or equipment replacement, Customer must return the equipment no longer being used to the applicable provider within thirty (30) days of the termination or replacement date or pay for its replacement cost.

20. **Mitigation**. Customer agrees to take reasonable steps to prevent a Data Security Event and to mitigate losses arising out of such events, including, without limitation, complying with the requirements of the PCI DSS. In the event of a Data Security Event, the Customer agrees not to take any action, or fail to take any action, assume any financial obligation, pay any money

or incur any expense in connection with the Data Security Event that prejudices the rights of NuArx or EarthLink under this Service Schedule and the Agreement without first obtaining their prior written consents, or some, or all, of the Customer's claim may not be covered by the DBP-Services.

21. **DISCLAIMER OF WARRANTIES.**CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT VALIDATION OF COMPLIANCE WITH THE PCI DSS IS NOT A GUARANTEE THAT A DATA SECURITY EVENT WILL NOT OCCUR AND ALONE CANNOT PREVENT LOSSES. EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER CUSTOMER'S USE OF THE SERVICE WILL RESULT IN COMPLIANCE WITH THE PCI DSS OR SIMILAR LAWS AND REGULATIONS, WHETHER CUSTOMER'S USE OF THE SERVICE WILL PREVENT OR DECREASE THE LIKELIHOOD OF A DATA SECURITY EVENT OR WHETHER THE SERVICE WILL APPLY TO OR COVER ANY PARTICULAR DATA SECURITY EVENT CLAIM OR LOSS, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WIHTOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

22. **NO INSURANCE**. NEITHER THIS SERVICE SCHEDULE, NOR THE AGREEMENT, IS INTENDED AS AN OFFER TO SELL OR PROVIDE ANY INSURANCE, POLICY OR COVERAGE. NO COVERAGE CAN BE BOUND OR MADE EFFECTIVE, CHANGED OR DELETED AS A RESULT OF THIS SERVICE SCHEDULE OR ANY EMAIL, VOICE MAIL, FACSIMILE OR OTHER COMMUNICATION BETWEEN THE PARTIES. ALL INFORMATION PROVIDED, OR MADE AVAILABLE, BY EARTHLINK ABOUT THE SERVICES, INCLUDING, WITHOUT LIMITATION, IN THIS SERVICE SCHEDULE, ON THE EARTHLINK WEBSITE (INCLUDING ANY HYPERTEXT LINKS) OR IN ANY MARKETING MATERIALS IS PROVIDED"AS IS" AND AS GENERAL INFORMATION AND EARTHLINK MAKES NO WARANTY AS TO ITS ACCURACY.

23. **LIMITATION OF LIABILITY; REMEDIES**.THE SERVICES ARE PROVIDED AND SERVICED BY NUARX AND OFFERED BY EARTHLINK. EARTHLINK SHALL NOT BE LIABLE FOR ANY LOSSES, COSTS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING LOSS OF PROFITS, BUSINESS OR DATA AND OTHER ECONOMIC DAMAGES), ARISING FROM, OR RELATED TO, THE SERVICES OR ANY INFORMATION PROVIDED BY IT OR BY NUARX ABOUT THE SERVICES OR COMPLIANCE WITH THE REQUIREMENTS OF THE PCI DSS, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL BASIS. THE CUSTOMER'S SOLE REMEDY UNDER THIS SERVICE SCHEDULE AND/OR THE AGREEMENT IS LIMITED TO THE CORRECTION OF ANY ERRORS IN THE SERVICE MADE KNOWN TO EARTHLINK BY TIMELY WRITTEN NOTICE BY CUSTOMER DESCRIBING SUCH ERRORS IN DETAIL.

24. **DISPUTE RESOLUTION.** All disputes arising out of, or related to, this Service Schedule, the PCI Compliance Solutions™ Services or either Party's performance of the Agreement shall be governed by the terms and conditions contained in the "Governing Law, Jurisdiction and Venue" section of the EarthLink General Terms and Conditions found at www.earthlinkbusiness.com/about-us/legal/terms.xea.

25. **Waiver and Release.** The Customer hereby releases and discharges EarthLink, and its affiliates, directors, officers, employees, representatives, insurers, successors and assigns (the "Released Parties"), from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees and other liabilities, regardless of the legal or equitable theory of recovery, whether known or unknown, which Customer has, had or may claim to have against the Released Parties, and warrants that it will not, directly or indirectly, initiate, assign, maintain or prosecute any claim, demand or cause of action at law or otherwise, against any of the Released Parties, arising from, or in any way relating to, the PCI Compliance Solution™ Services, this Service Schedule or the Agreement. Customer acknowledges that the special pricing received for the Services represents adequate consideration for this waiver and release.

26. **Additional Responsibilities of the Customer**. The following is a non-exclusive list of additional responsibilities of the Customer with respect to the Services. The Customer shall:
    - Timely provide such documentation and information as may be required to perform the Services.
    - Make available trained staff to assist as requested and to answer questions that may arise in connection with the set-up, provisioning and support of the Services.
    - Obtain, install and maintain any equipment, software and ancillary products or services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, Internet access or telephone service and maintain the compatibility of such equipment, software and ancillary products or services with the configurations and specifications set forth in NuArx's then-current specifications for the Service.
    - Be responsible for any use of the Services by its end users.

- Not, nor permit others to, tamper with or modify the Services, abuse or improperly use the Services, use the Services in a manner that unreasonably interferes with the Services or NuArx's provisioning of services to other parties or that violates NuArx's then-current use policies or any law, regulation or third party rights.
- Not take or fail to take any action, assume any financial obligation, pay any money or incur any expense in connection with any Data Security Event that prejudices the rights of NuArx or EarthLink without first obtaining their written consent.

27. Miscellaneous Terms. This Service Schedule, including its exhibits and any documents incorporated herein by reference, supersedes all understandings and agreements, oral or written, between the Parties relating to its subject matter. Upon its execution by the Parties, this Service Schedule will become a part of the Agreement, which will remain unchanged to the extent not specifically modified by this Service Schedule. This Service Schedule will control as to any conflicts between its terms and terms of the other documents comprising the Agreement. Capitalized terms used and not defined in this Service Schedule shall have the meaning given to them elsewhere in the Agreement. Section headings are provided for convenience only and shall not affect the interpretation of any provision. This Service Schedule may only be modified by a written instrument signed by the Parties. Any part of this Service Schedule found by a duly appointed arbitrator, or court of competent jurisdiction, to be void or unenforceable will be considered severable and shall not affect the validity or enforceability of any remaining terms. This Service Schedule may be executed in counterparts, which when taken together will constitute one and the same instrument. Facsimile or email transmission of a signed photocopy or other electronic image of this Service Schedule will be deemed delivery of an original.

28. Definitions.

a. "Bank Card" means a financial transaction card, including a debit card, credit card or prepaid card, issued by a Card Association or a financial institution as a member of a Card Association.

b. "Card Association" means each of the following entities formed to administer and promote cards: MasterCard International, Inc.; VISA U.S.A., Inc.; VISA International, Inc.; Discover Financial Services; American Express; JCB International Credit Card Company, Ltd., and any similar credit or debit card association that is a participating organization of the PCI Security Standards Council.

c. "Card Association Assessment" means: (i) a monetary assessment, fee, fine or penalty levied against a Merchant by a Card Association as the result of a PCI Security Event, or a security assessment conducted as a result of a PCI Security Event; and (ii) shall not exceed the maximum monetary assessment, fee fine or penalty permitted upon the occurrence of a PCI Security Event by the applicable rules or agreement for such Card Association.

d. "Card Replacement Expenses" means the costs that the Merchant is required to pay by the Card Association to replace compromised Bank Cards as the result of a PCI Security Event, or a security assessment conducted as a result of a PCI Security Event.

e. "Data Security Event" means any PCl Security Event. Continuous or repeated actions or exposure to substantially the same general harmful condition, injury or damage shall be deemed a single Data Security Event. All PCl Expenses resulting from the same, continuous, related or repeated event or which arise from the same, related or common nexus of facts, will be deemed to arise out of the first such Data Security Event.

f. "Forensic Audit Expenses" means the costs of a security assessment conducted by a Qualified Security Assessor approved by a Card Association or the PCI Security Standards Council to determine the cause and extent of a PCI Security Event.

g. "Merchant" means an end user customer of EarthLink that (i) accepts Bank Cards in the course of its business, and (ii) has entered into a fully signed written agreement with EarthLink setting forth the terms and conditions related to Merchant's subscription to access and use the Services.

h. "MID" is a unique number assigned to a Merchant account to identify it throughout the course of processing activities.

i. "PCI Expenses" means the sum of all Forensic Audit Expenses, Card Replacement Expenses, Card Association Assessments, and Post PCI Security Event Expenses, incurred as the direct result of a given PCI Security Event.

j. "PCI Security Event" means the actual or suspected unauthorized access to or use of cardholder information, arising out of a Merchant's possession of or access to such cardholder information which has been reported: (i) to a Card Association by such Merchant; or (ii) to such Merchant by a Card Association.

k. "Post PCI Security Event Expenses" means reasonable fees and expenses incurred by the Merchant with prior written consent for any service: (i) specifically approved in writing, including without limitation, identity theft education and assistance and credit file monitoring; and (ii) which approved service is provided (a) by or on behalf of the Merchant within one (1) year following the discovery of the PCI Security Event to a cardholder whose cardholder information is

the subject of the PCI Security Event, and (b) for the primary purpose of mitigating the effect of the PCI Security Event.

l. "User" means each individual Merchant employee, contractor, agent or representative who is authorized by EarthLink and NuArx to receive and use Services under this Service Schedule.

The Parties have caused this Service Schedule to be executed by their authorized representatives as of the date(s) below.

Customer: _____ Address: _____

Customer Signature	Print Name/Title	Date

EarthLink Signature	Print Name/Title	Date

EXHIBIT A
DBP-Services Exclusions

The items described in this Exhibit A are excluded from the DBP-Services and not eligible for reimbursement. This Exhibit A is incorporated into the Service Schedule for PCI Compliance Solutions Services and supplements such Service Schedule and, in the event of a conflict, the more restrictive requirements for reimbursement shall control. NuArx may change the DBP-Services exclusions from time to time and without notice to Customer, with such changes being effective upon their posting to the EarthLink website located at www.earthlinkbusiness.com/about-us/legal/terms.xea. The DBP-Services as provided by NuArx at the time of a Data Security Event will govern reimbursements for eligible expenses and the steps to be taken by NuArx.

The following items are not covered by the DBP-Services:

- Any Data Security Event, if the Customer experienced a prior Data Security Event and has not subsequently been certified by a Qualified Security Assessor (QSA) such as NuArx as being in compliance with the PCI DSS. Our Data Breach Protection (DBP) covers any level 2-4 merchant that has not previously experienced a Data Security Event. If a location has experienced a Data Security Event, but has since been fully remediated and achieved PCI Compliance post the Data Security Event, with such compliance certified by a Qualified Security Assessor such as NuArx, that location would also qualify for the full benefits associated with the DBP-Services.
- Data Security Events that occur before the Service Commencement Date (or any retroactive date) or that occur, or are learned of, after the termination date for the DBP-Services.
- Data Security Events not properly reported to EarthLink during the notice period.
- Data Security Events occurring when the Customer is not concurrently subscribed to the Validation Service.
- Expenses incurred as a result of regularly scheduled, recurring or routine security assessments or regulatory examinations, inquiries and compliance activities.
- Any gain, profit or advantage to which the Customer is not legally entitled, including, without limitation, expenses or charges attributable to employee compensation and benefits, overhead and cost over-runs.
- Data Security Events arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law committed by:
    - the merchant's ownership or management, whether acting alone or in collusion with other persons; or
    - the merchant's employees (other than ownership or management) if any of merchant's ownership or management possessed knowledge, prior to or at the time of the occurrence, of such dishonest, fraudulent, criminal, or malicious act, error or omission, or intentional or knowing violation of the law by such employees.
- Data Security Events resulting from a failure of the Customer's computer systems, payment processing network, security systems or Data Security Event procedures.
- Expenses resulting from claims, suits, actions or proceedings against the Customer, or another merchant, brought by, or on behalf of, a government agency.
- Data Security Events involving a PCI DSS Level 1 merchant.
- Expenses incurred by the Customer to bring another merchant into compliance with the PCI DSS or another security standard.
- Any liability or obligation of the Customer under another agreement (e.g. an agreement between the Customer and another merchant, bank card merchant or bank card association other than the PCI SSC relating to the processing and settling of transactions involving bank cards).
- Expenses resulting, directly or indirectly, from physical injury, sickness, disease, disability, shock or mental anguish sustained by any person, including without limitation, required care, loss of services or death as a result of a Data Security Event.
- Expenses resulting, directly or indirectly, from any of the following: fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or any other physical event; an act of God; an electrical or mechanical failure, interruption or surge; a failure of telephone or data transmission lines, satellites or other infrastructure comprising or supporting the Internet; strikes and other labor actions; or war (whether declared or not), including, without limitation, the act of a foreign enemy, civil war or commotion, or any action taken to hinder or defend against such events.
- Expenses resulting from the presence of, or the threatened, alleged or actual discharge of pollutants, or any request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize such pollutants.
- Expenses resulting directly or indirectly from an infringement of copyright, patent, trademark, trade secret or other intellectual property right.
- Expenses resulting directly or indirectly from discrimination against any person or entity on any legally restricted or prohibited basis.

EXHIBIT B
DBP-Services Claim Procedures

This Exhibit B contains a general description of the steps necessary for the Customer to report a Data Security Event or submit a reimbursement claim for eligible expenses, and that will be taken by NuArx. This Exhibit B is incorporated into the Service Schedule for PCI Compliance Solutions Services and, in the event of a conflict, the more restrictive requirements for reimbursement shall control. NuArx may change the DBP-Services claim procedures from time to time and without notice to Customer, with such changes being effective upon their posting to the EarthLink website located at www.earthlinkbusiness.com/about-us/legal/terms.xea. The DBP-Services as provided by NuArx at the time of a Data Security Event will govern reimbursements for eligible expenses and the steps to be taken by NuArx.

1. **Data Security Event Notification and Acknowledgement.**

   a. Upon first learning of a Data Security Event (as that term is defined in the PCI Compliance Solutions Service Schedule), the Customer must promptly report the event to EarthLink Customer Support by emailing customercare@earthlinkbusiness.com or calling 1-800-957-4872, but in no event later than thirty (30) days after first learning of the Data Security Event (the "Notice Period").

   b. Upon receiving the Customer's notification, EarthLink will advise NuArx's Service Desk of the Data Security Event. NuArx will create an incident ticket and send a confirming email to the Customer, which will include the ticket number and the URL for NuArx's web-based Data Security Event questionnaire.

   c. The Customer must promptly complete the questionnaire and provide any information and documentation requested by NuArx (with copies to EarthLink), which may include, without limitation, information about the Customer (e.g. merchant ID and contact information), a description of the Data Security Event, the number of cardholders affected, a formal letter or email from the Customer's card service or merchant bank, a copy of all notices and correspondence from the Customer's card servicer, merchant bank or bank card association concerning the Data Security Event and such other information and documentation as may be required by NuArx to provide the Service.

   d. Upon the Customer's submission of the questionnaire, NuArx will review it for completeness and contact the Customer for any additional information that may be needed. Once the questionnaire is complete, NuArx will send an email to the Customer advising that the questionnaire has been completed and whether the Data Security Event is covered by the DBP-Services.

   e. If the reported Data Security Event is covered by the DBP-Service, NuArx will provide the Customer with a statement of work ("SOW") for the required remediation within three (3) business days following the date that the assessment was completed. NuArx's Program Manager then will schedule a meeting with the Customer and EarthLink to review the remediation SOW and to discuss pricing.

   f. If the Data Security Event is determined to be covered by the DBP-Service, the following must be provided to NuArx:
      - Dated letter from the Customer's credit card company or acquiring bank.
      - If a forensic audit or an investigation by a QSA is required, an invoice from the person or company performing the audit or investigation.
      - Proof that the Customer's MID was enrolled with the PCI SSC when the Data Security Event occurred.
      - The demand letter for any fines or assessments levied by a PCI SSC member.
      - Data Breach Protection Provider submits complete package to Chartis.
      - Invoices for the required replacement of any bank cards.

2. **Data Security Event Remediation.**

   a. Once the Customer signs the SOW, a NuArx QSA and Senior Security Consultant will be assigned within two (2) weeks of the signature date and the remediation process will commence.

   b. The remediation process may include:
      - Forwarding third-party notifications of the Data Security Event.
      - Determining the need for a forensic audit and, if a forensic audit is required, engaging a PCI Forensics Investigator ("PFI").

- If a forensic audit is not needed, NuArx's QSA will perform a data breach discovery assessment.
- Information gathering (via tools and interviews) and analysis:
  - On-site Malware/Virus/Trojan detection and analysis
  - Off-site Malware/Virus/Trojan detection and analysis
  - Malware/Virus/Trojan clean-up and recommendations to Customer's IT or external resources, which if critical malware software is detected may include a system rebuild
  - Post-remediation Malware/Virus/Trojan detection and analysis
  - Final reports of malware detection and analysis
- Delivery of NuArx's Positive Pro with 2-factor authentication if required.
- Completion of the required Self-Assessment Questionnaire.

3. SOW Weekly Progress Reporting.

a. The QSA or NuArx Program Manager will:
- Schedule regular meetings with appropriate representation from the Customer, the Customer's card processor or acquiring bank, NuArx and EarthLink.
- Track required actions and payments.
- Obtain final sign-off of PCI compliance from the Customer.