

This Service Schedule amends the EarthLink Standard Terms and Conditions found at www.earthlinkbusiness.com/about-us/legal/terms.xea ("Terms and Conditions") with respect to the TechCare VARs Services (the "Service") and the 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") signed by the Customer identified on the Agreement ("Customer") and EarthLink ("EarthLink") (each a "Party" and together, the Parties"), the EarthLink General Terms and Conditions ("Terms and Conditions"), any applicable service schedule ("Service Schedule") or supplemental terms and conditions, and the other documents comprising the Agreement between the Parties with respect to the Services. EarthLink may change this SLA without notice, with such changes being effective upon their posting to www.earthlinkbusiness.com/about-us/legal/terms.xea.

1. **Service Overview.** TechCare VARs Service is a scalable e-ticket help-desk solution for resolving events involving covered Customer devices and hardware (as described below) arising during the normal course of Customer's business, via single-point-of-contact telephone or email support through the EarthLink Solution Center. The Service includes a Customer specific knowledge base developed and maintained by EarthLink ("Knowledge Base"), allowing for the resolution of more calls at the first point of contact; access to the EarthLink ePortal, where the Customer can access historical information reports regarding logged calls. Upon request, ACD reports are available for a period of time (not daily, minimum thirty day running/rolling average). Customers can select from the Service plans and support packages described below. Pricing will vary depending on the Service plans and support levels and timeframes selected, does not include taxes, fees, surcharges and other similar charges that apply to the Service.
2. **Service Plans.** Customers may select from the following Service plans:
 - a. **User Based Plans:** Under a user based plan, access to the Service is determined and charged monthly based on the quantity of users covered, selected support packages (described below) and ordered Service Terms. A user is defined as a single Customer end user authorized to access the Service (inbound contact by web, email, direct ticket from an approved integrated platform or phone call. User Plans are provision on the basis of a unique user calling in for assistance (1) times per 30 day billing cycle. Should call to user ratios exceed 1.25 calls per users, per monthly billing cycle, EarthLink will take steps to solve the unique problem causing the increased volume and/or revise the current contract which includes adjusting user counts.
 - b. **Incident Plans:** Under an Incident Call plan, access to the Service is determined and charged monthly per Service event/inbound contact by web, email, direct ticket from an approved integrated platform or phone call (based on pre-designated call quantities), selected support packages and ordered Service Terms. A Service event is defined as the opening and closing of a ticket or request within customer's contract coverage level. Minimum charges apply at selected call quantity levels.
 - c. **Dedicated FTE Plans:** Under a dedicated FTE plan, access to the Service is determined and charged monthly based on access to a designated, full time equivalent ("FTE") EarthLink representative and the ordered Service terms. Support levels and timeframes will be determined on a per contract basis.
3. **Term.** The Service can be ordered on a twelve (12) month minimum Term (each a "Term"). Each Term is user specific and will commence when the Service is available for use by a particular user ("Service Commencement date") and continue until Customer provides EarthLink with at least thirty (30) days advance written notice of termination, unless terminated earlier in accordance with the Agreement.
4. **Pricing.** The Service is provided for a one-time (per-seat or per user) set-up fee and a monthly recurring charge ("MRC") based on the combination of selected Service plans and support packages. A non-recurring set-up fee will be incurred for each new user added after completion of Customer's initial set up. A dedicated toll free line, with end-user greeting, may be ordered for an additional charge (only available in the U.S. and Canada). Pricing for Customers requiring more than 500 seats will be negotiated on an individual-case basis. Pricing does not include taxes, fees, surcharges and other similar charges that may apply to the Service. Customer shall reimburse EarthLink for its reasonable travel and other out-of-pocket expenses incurred in connection with providing the Service.

5. Billing and Payment. In the month following the Service Commencement Date, EarthLink will begin invoicing MRC in advance, prorated for any partial month, and monthly in arrears for non-recurring charges. Invoiced amounts must be timely paid in full in accordance with the Agreement.
6. Support. Two levels of support are available: Level 1 Support is a basic support package that includes end user ticketing and predefined scopes of work for workstation hardware, operating systems, printing, network connectivity, core application and email support or Level 2 Support, which extends the scope of Level 1 Support to issues requiring remote connection to a server for resolution and includes additional call-logging and resolution scripts. Customer may choose from two principle periods of support (“PPS”): Monday - Friday from 8am – 5pm local time (continental U.S.) (excluding U.S. federal holidays) or 24-hours a day, 7-days a week (U.S. federal holidays included).
7. Exclusions; Unsupported Incidents. The following incidents and functions are not supported under TechCare VARS Service: the administration of Customer’s systems (including server set up and enterprise level server configuration changes); on-site desktop support; new software installation and device setup for multiple users at a single time defined as greater than one user; data backup, file restoration, printer RMA issues, removal of virus for servers and/or multiple personal computers/devices defined as greater than one personal computer/device, spyware, adware and malware; smartphone, PDA and tablet application support; and applications and devices not provided by EarthLink or specifically identified in a Statement of Work (“SOW”). The TechCare VARS Service is not intended as a consulting, design or implementation service.
8. Communication of Out-of-Scope Issues. Out-of-scope issues identified by EarthLink will be documented and communicated to the Customer. Customer is responsible for management of its systems and must work directly with the manufacturer or vendor for assistance with unsupported, third-party applications and devices. Customer is responsible for failures caused by viruses, user abuse, environmental conditions and other causes not within EarthLink’s control.
9. Non Standard On-Boarding. The onboarding process will vary depending upon the specific requirements of the Customer. Earthlink has a robust discovery process that will help guide the Customer through the process, working to develop an onboarding plan that will accommodate the Customer’s program requirements and ensure appropriate staffing. Once EarthLink receives the critical information from the Customer through this discovery process, EarthLink will work with the Customer to find the best implementation timeframe for the program.

A “standard” onboard follows the normal onboarding process. If a Customer’s requirements are more complex, it’s considered a “nonstandard” onboard.

Examples of a “nonstandard/complex onboard”:

- Requested onsite discovery/training by a TechCare team member.
- Requested training of entire Analyst team for specific complex Customer support requirements.
- Non-standard knowledgebase creation elements.
- Creation of complex Customer specific support processes.
- Request for development of “how to” guides with and without Customer documentation
- Project management work associated with larger onboardings (500+ users) and/or large number of applications.
- Potential API integration from select ITSM platforms.

Additional complexities might be discovered during the onboarding process. Therefore, all “nonstandard/complex” onboards are subject to a separate SOW and additional professional fees. Complexity levels of the nonstandard onboard and availability of the TechCare team resources might extend the “Go Live Date”.

10. Customer Responsibilities. Customer is responsible for the following:
 - Providing profile support information prior to onboarding;
 - Submitting changes to knowledge base support information via EarthLink’s change control process;
 - Providing timely escalation instructions for support issues that EarthLink is unable to resolve due to lack of information or issues deemed out of scope;
 - Ensuring that any person authorized to access or use the Service fully complies with the Agreement;

- Cooperating with EarthLink in connection with its performance of the Service, including, but not limited to, granting reasonable access to Customer's personnel, premises and equipment; and
- Installing any updates and patches to its OS software as may be reasonably requested by EarthLink.

11. EarthLink Responsibilities. The following chart describes the responsibilities of EarthLink with respect to the listed features of the Service:

TechCare VARs Features and EarthLink Responsibilities	
TechCare VARs Level 1	<p>Included Services: EarthLink will remediate end user desktop issues within a predefined scope of work including: Workstation Hardware Support, Operating System Support, Printing / Network Connectivity Support, Core Application Support, and Email Customer Support.</p> <p>Coverage by Type:</p> <p>Desktop/Workstation</p> <ul style="list-style-type: none"> • Windows Based Applications • OS Support • Network Connectivity • How to questions • Peripheral Hardware/ Setup and resolution. • Core Application: Microsoft, Citrix, Symantec. • Initiate scans: virus, spyware, adware, malware • Custom/Proprietary Applications (with proper documentation) • MAC OS support (best effort only) <p>Printer</p> <ul style="list-style-type: none"> • Connectivity Support. • Mapping, Drivers and connectivity <p>Smartphones/PDAs</p> <ul style="list-style-type: none"> • How to questions. • Changes to settings. • Mailbox support. <p>Tablets/MP3 Players</p> <ul style="list-style-type: none"> • How to questions. • Setup support. • Connectivity support.
TechCare VARs Level 2	<p>Included Services: Support includes all of the features of Level 1 and extends the scope of support to include issues that require remote connection to a server for resolution. The analysts follow additional call-logging and troubleshooting scripts to ensure a smooth resolution experience for the caller.</p> <p>Coverage by Type:</p> <p>Desktop/Workstation</p> <ul style="list-style-type: none"> • All of in scope Level 1 coverage. • Server based password resets. • Log-in response errors. • Server troubleshooting (OS only) • Server diagnostic. • End-user admin (Exchange, etc.)* additional fees may apply • Remote server access. • User level adds, moves & changes in Active Directory. • Firewall troubleshooting <p>Printer</p> <ul style="list-style-type: none"> • Connectivity Support. • Mapping, Drivers and connectivity

	<p>Smartphones/PDAs</p> <ul style="list-style-type: none"> • How to questions. • Changes to settings. • Mailbox support. <p>Tablets/MP3 Players</p> <ul style="list-style-type: none"> • How to questions. • Setup support. • Connectivity support.
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*If client uses other EarthLink Services and Products, the additional fees pertaining to Level 2 support are waived.

12. Performance Objectives. TechCare VARs Service is provided on a best efforts basis without warranty, expressed or implied, during the selected PPS based on the following performance metrics: *

Performance Metric	Case/Situation	Target
Hours of Coverage	Business Support	24x7
Hours of Coverage	Technical Support	24x7
Queue Time	90 Second Answer of Inbound Phone Call	70%
Queue Time	60 Minute for Email and Web/Portal generated contacts	70%
Inbound Contacts/Case	Enterprise Wide	2.0 Target
First Call Resolution	Phone Cases Only	Greater than 75%
Case Resolution	Cases Resolved (Fixed) excluding WOC & T2 Cases	70% within 4 hours
Case Resolution	Problem Cases Resolved (Fixed) excluding WOC & T2 Cases	70% within 2 hours
Case Resolution	Service Request Cases Resolved (Fixed) excluding WOC & T2 Cases	70% within 18 hours
Cases/End User Month	Enterprise Wide	.70 Target
Customer T2 Escalations	Enterprise Wide	20% Target

13. Support Prioritization. TechCare **VARs** support prioritization is based on the nature and extent of the incident and importance of the affected equipment, device or service to Customer's operational continuity in accordance with the following criteria, or as otherwise may be agreed to by the Customer and EarthLink:

Priority	Severity Classifications/Priority Definition
Severity 1: Severe	A complete failure of an implemented module, system supported process or Customer production systems environment has occurred. There is no work-around for the problem and because of the nature of the problem it is believed that the impact may continue for a protracted period of time. A majority of Customer end-users of the production system are affected, an entire Customer location/entity is affected or the outage has occurred during a critical business process or period, such as end of the month or end of the year processing. The business interruption will have a substantial adverse impact on customers and financial results. <u>Severity 1 Service Requests will take precedence over all other requests.</u>
Severity 2: Major	Major problems exist within a module, system supported process or production systems environment that affects large portions of Customer community and may adversely impact customers and financial results. This includes high visibility problems involving upper management or time sensitive issues.
Severity 3: Moderate	Problems exist with Customer production systems environment that affect a few users on a regular basis, thereby preventing work from being accomplished.
Severity 4: Minor/Nominal	An informational inquiry or non-re-occurring incident exists with Customer's production environment that affects single users or a request is received for new hire account set ups, adds, moves changes or for general system administration

14. Call Quality and Reporting. For customers purchasing a dedicated 800 number, service quality is managed through a portfolio of performance indicators, including: call monitoring, a quality scorecard, soft skills and technical skills analysis, and a customer satisfaction survey. Customer may view documented closed or escalated calls, as well as performance metrics, through the EarthLink ePortal. Tickets for escalated calls include a feedback forum for Customer to communicate additional information that would assist in first call resolution.

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