

The following EarthLink Application Performance Optimization (“APO”) Supplemental Terms and Conditions (“APO T&C’s”), are in addition to and supplement the terms and conditions set forth in the Agreement for Service or Master Service Agreement and applicable Customer Experience Guide between EarthLink (“EarthLink”) and Customer. By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. For purposes of this APO T&C’s, “EarthLink” means EarthLink, LLC and its related entities that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this APO T&Cs, the Agreement, and any other agreement executed between the parties, the terms of this APO T&Cs shall prevail.

1. **Service Overview.** The APO Service (“Service”) is a managed network offering using EarthLink provided and managed hardware and software located on the Customer’s premises (“Customer Premises Equipment” or “CPE”), between Customer’s internal local area network (“LAN”) and wide area network(s) (WANs) as well as a centralized management platform located within the EarthLink network infrastructure. The Service provides the ability to achieve advanced levels of visibility and control over application traffic that passes between Customer sites over these WANs. As an option, and for an additional fee, Customer can also have the service provide Dynamic WAN Selection (DWS), allowing the Service to select the available WAN connection based on the characteristics of the traffic flows and the application profiles that have been defined by the Customer.

2. **Service Components.** The Service is available in two (2) packages – *Visibility & Control* and *Visibility & Control with Dynamic WAN Selection*. In addition, *Professional Services* are required for initial setup of Application Visibility and Control and *Portal & Reporting* is provided for an additional fee.

a. The Visibility & Control Service includes the following:

- Software that can monitor and control traffic flows based on Customer specifications
- CPE capable of running required software (CPE not required at smaller sites),
- Configuration and shipment of the CPE and software;
- Centralized management platform (i.e. SALSA) that communicates with the software running at customer locations in order to provide the features of the Service
- Monitoring and reporting, alerting and 24x7 email and telephone support

b. APO Visibility & Control offers an optional Dynamic WAN Selection Feature which includes, in addition to the components offered above, the following:

- Real-time traffic routing over two (2) WAN connections based on application traffic characteristics, Customer specifications, Service Configuration by EarthLink and Configuration Management by Customer;

c. Additional services beyond the standard product offering, if provided, require a custom Statement of Work and will incur additional charges

3. **Pre-Installation Technical Documentation.** Customer must assist in the completion of technical documentation prior to installation commencement. The documentation provides EarthLink with the information needed to design and configure the Service, including, without limitation: access type and bandwidth, network design, number of users, and traffic types and priorities, as well as contact information for individuals authorized to approve Service changes and to be notified in the event of a security incident (Customer must ensure that a listed contact is available 24 hours a day, 7 days a week).

4. **Ancillary Services.** If Dynamic WAN Selection is ordered, the Customer’s secondary wide area network connection (i.e. WAN2) may be provided by EarthLink or by a third party. If Customer provides their own WAN2 access through a third party, EarthLink will have no responsibility for configuring or troubleshooting the third-party modem, router or other related equipment. Additionally, the third party network service may need to be ordered to specific requirements provided by EarthLink and must be in a working condition prior to Service installation. If the third party WAN2 connection is not fully functioning and properly configured at the time of the scheduled installation the customer may be charged for a second installation attempt after the

connection is properly functioning if the Customer requires EarthLink to install the Service. Service requires a dedicated, public IP address which is assigned to the WAN2 port of the CPE device, which Customer should order as part of the third-party network service.

5. **CPE Installation and Configuration.** CPE selection is based on the bandwidth, number of users, and Service requirements of the Customer at each location. EarthLink will provide guidance to correctly size the CPE based on the requirements provided by the Customer. CPE is shipped to Customer's premises for installation by Customer with telephone assistance from EarthLink, if required. If the requested telephone assistance troubleshooting results in an issue with the EarthLink provided service there will be no charges, however, if the troubleshooting uncovers an issue related to Customer provided hardware or configurations a charge will be incurred. Should the Customer require an EarthLink dispatch to complete the installation the Customer will be charged for a Professional Installation or a Custom Installation (defined below) The Service will be considered Installed and Sent to Billing 5 days after shipment from EarthLink to the Service location, or 2 days after Service Configuration, whichever comes later, and the service term will begin at that time ("Service Commencement Date").

Prior to shipment, EarthLink will fully configure the CPE in accordance with Customer's Agreement for Service (AFS) and Technical Requirements Agreement (TRA). EarthLink will not be liable for damages resulting from delays in requested or specified Service dates or the inability to provide any Service due to causes beyond its control. In the event that the CPE ordered is not adequate for the Customer's purposes and a different device is required, applicable monthly and non-recurring charges will apply.

**Alternative Installation Options** – should the Customer not wish to perform the default Self Installation, Customer can choose to have EarthLink install the CPE at the Customer premises. There are three (3) alternative options to choose from. Not all options will be available in all cases. EarthLink on-site installation is available in the continental United States for standard rates. On site installations in Alaska, Hawaii, Puerto Rico and Canada are also available at an increased cost to the Customer, however, EarthLink may not be able to service all locations in those territories. For all EarthLink on-site installations the Customer is responsible for the following:

- Obtain any licenses, approval and permissions required by a landlord, building manager or governmental authority for the installation and meet any insurance requirements related to the installation
- Provide a securable location suitable for electronic equipment within 6' of a 110V 15A AC power outlet
- Connection of all devices to the appropriate Ethernet ports on the EarthLink CPE

### **Professional Installation**

Professional Installation is optional at Customer locations and can be purchased as a monthly recurring charge (MRC) or as a non-recurring charge (NRC). Professional installation is available in all cases as long as it conforms to the territory restrictions above. With a professional installation EarthLink will dispatch a technician to site to perform the following activities:

- Place and power the CPE in a suitable and safe location specified by the Customer
- Extend the WAN connection from the CPE to the specified access termination hardware using Ethernet Category 5 crossover cable
- Extend the LAN connection from the CPE to customer specified aggregation device
- Test the connectivity of the CPE to the WAN(s) and to the centralized management platform (e.g. SALSA)
- For the Professional Installation the included time on site is 1.5 Hours

In the event that Professional installation is insufficient for Customer's installation requirements, and EarthLink cannot transition to Custom installation during the Professional installation truck-roll, EarthLink may, at its discretion, attempt to meet expanded requirements through time and materials charges (for example, installing extra wiring). EarthLink also may, at its discretion, reevaluate Customer requirements and document the requirements in a revised, executed SOF, which may result in additional Customer charges.

**Concurrent Installation**

Concurrent Installation is optional at Customer locations and can be purchased as a monthly recurring charge (MRC) or as a nonrecurring charge (NRC). In order to qualify for the Concurrent Installation option the Customer must also be ordering and installing a service that includes a truck roll for installation at the same time as the Service is installed. In the event that the Customer orders Concurrent Installation and changes the installation date of one of the services so they will no longer be installed in the same truck roll the Customer will be charged for a Professional Installation for the Service. With a Concurrent Installation EarthLink will dispatch a technician to site to perform the following activities:

- Place and power the CPE in a suitable and safe location specified by the Customer
- Extend the WAN connection from the CPE to the specified access termination hardware using Ethernet Category 5 crossover cable
- Extend the LAN connection from the CPE to customer specified aggregation device
- Test the connectivity of the CPE to the WAN(s) and to the centralized management platform (e.g. SALSA)
- For the Concurrent Installation included time on site is an additional one (1) hour to the Professional Installation scope

In the event that Professional installation is insufficient for Customer's installation requirements, and EarthLink cannot transition to Custom installation during the Professional installation truck-roll, EarthLink may, at its discretion, attempt to meet expanded requirements through time and materials charges (for example, installing extra wiring). EarthLink also may, at its discretion, reevaluate Customer requirements and document the requirements in a revised, executed SOF, which may result in additional Customer charges.

**Custom Installation**

For installation requirements that fall outside the scope above EarthLink Customers can choose Custom Installation. For Custom installation the Customer will provide the required scope and EarthLink will provide a flat rate or time and materials rate to perform the installation at each location. As stated above Customers who purchase Professional or Concurrent Installation who end up having installation needs outside the scope of those products can be converted to a Custom installation with the applicable charges.

**Installation Exclusions** – in no cases will the following activities be performed as part of a Professional, Concurrent or Custom installation:

- Drilling through masonry or exterior walls
- Installing wiring in attics or crawl spaces
- Wiring externally to the suite or building, including drilling through the outside of a building
- Installing wiring through multiple floors or from a DMARC to a suite in a multi-tenant unit (MTU)
- Accepting or utilizing site surveys provided by the Customer or from a third party
- Installing wiring or equipment in a location or manner that in EarthLink reasonable opinion would create a safety hazard including work in, above, or near food preparation areas

If any of the above are required to complete the Installation it is recommended that the Customer utilize EarthLink Professional Services for such installations.

Changes to the CPE may only be made by EarthLink. Customer is responsible for security issues resulting from Customer change requests that deviate from EarthLink's certified configuration. Customer is responsible for obtaining required internal approvals, following internal change control practices and validating that the requested changes do not violate PCI requirements or to have documented compensating controls in place, per PCI requirements.

**6. Service Configuration.** The Service is configured through a centralized management platform (e.g. SALSA), that is accessible by Customers via the EarthLink myLink portal. During the installation process EarthLink will create a Customer-specific domain and initiate the Application Discovery process required to identify and classify application traffic flows across the Customer

network. A profile will be created that Customer can use for on-going Configuration Management. This is required in order to provide Application Visibility & Control functionality, as well as perform optional Dynamic WAN Selection.

**7. Professional Services** – EarthLink Professional Services will be involved in the Service Configuration for all new Customers of the Service. This is a fee-based service that ensures that the service is configured properly prior to handoff to the Customer. The overall scope and goals of this project are to deliver the following:

- Initial engagement scope covers up to 10 applications across 5 sites
  - Analyze data gathered from APO platform regarding application utilization
  - Configure APO solution for up to 10 applications
  - Train Customer IT resources how to maintain service configurations
  - Configure Dynamic WAN Selection according to EarthLink default configuration (if ordered by Customer)
- Ensure that the right traffic is using the needed bandwidth
- See how applications are running against various packet performance/loss targets
- Ensure critical applications get the prioritization required for peak performance
- Set performance benchmarks, with adjustments made automatically by the network

Customer will be provided a Statement of Work that documents the following:

#### **Project Kick-Off**

- Host internal and external sessions
  - Resource assignment from Engineering, Implementation, Review Order teams and Customer IT
  - Scope review
  - Discuss assumptions and constraints
- Establish project controls (MS Project, Risk and Action Matrix)

#### **Initiation and Set-up**

Review Deployed scenario basic configuration

- Schedule
  - Technical break-out sessions
  - Initial timeline review
  - Work with Customer to confirm remote access required
- Review basic network drawings and list of subnets
- Establish Benchmarking parameters

Platform Setup

- Configure Boss/UniBoss for customer specific Domain
- Setup basic Network Subnets, Sites and SALSA
- Ensure Data Collection from IP-Engines and Tele-Engines
- May require Packet Captures to determine protocols used

#### **Analysis and Configuration**

Gathered Data Review (tasks below are required for each of the 5 targeted sites)

- Review Traffic flow
  - Ports
  - Protocols
  - Applications in use

- Bandwidth being used
- Review with customer the protocols and applications used and bandwidth used
- Analyze results from initial run with only learning of flows and sessions
- Using the result from initial flows develop planned profile settings
- Create profiles after review with customer
- Deploy initial Profiles built
- After deployment push of Profiles review for data collection and degradation to production applications
- Adjustments as required
- Review with Customer

#### Final Phase

- Analyze results of initial Profiles
- Adjust and create final Profiles

#### Customer Training

- Review the Portal and interpretation of results
- Review with customer what to look for in
  - Sessions
  - Flows
  - Bandwidth usage reports
- Train on how to create profiles and how to adjust existing
- Train on Backups of the configurations and restorations

**8. Configuration Management.** Following Service Configuration, EarthLink will provide Customer the required application profile templates so that Customer can provide on-going Configuration Management of the Service via the centralized management platform (e.g. SALSA). Unless contracted for separately with EarthLink Professional Services, all changes will be made by the Customer, without EarthLink assistance. Should Customer require EarthLink to make configuration changes to the Service on their behalf, standard time and materials and/or Professional Services charges will apply.

**9. CPE Replacement and Return.** During the Term, EarthLink will replace failed CPE with an equivalent device for no additional charge. Upon Service termination, or CPE replacement, Customer must request a Return Material Authorization (“RMA”) from EarthLink and return the CPE (using the shipping labels provided) within 30 days of the termination, or replacement, or pay EarthLink for its replacement costs. Customer is responsible for the security of the CPE while it is on the Customer’s premises and will be charged a replacement cost for any CPE or ancillary hardware, such as a wireless USB modem, that is stolen, lost or damaged.

**10. PCI Certification.** EarthLink will ensure that the management infrastructure and management practices of the CPE and the standard base configuration are certified annually for PCI compliance. EarthLink will also provide a base configuration for the Service which has been certified for PCI compliance. The PCI certification will be limited to the CPE and Management infrastructure only and will not be extended to any other EarthLink services or hardware. Unless covered under another EarthLink service, for the purpose of clarity, any non-APO hardware, provided by EarthLink or the Customer, in the Customer’s Cardholder Data Environment (CDE) will be outside the scope for EarthLink’s PCI certification.

Any Customer requested changes to the EarthLink certified configuration should be reviewed and documented through the Customer’s internal change order process for PCI purposes and the configuration should be validated by the Customer’s auditor to ensure PCI compliance. EarthLink cannot advise on the suitability of the Customer’s requested changes as EarthLink will have no insight into the Customer’s compensating controls or internal processes. If the Customer requires additional design assistance EarthLink provides products and services to meet that need.

**11. Portal and Reporting.** The Service provides data collection, reporting and alarming via the centralized management platform (e.g. SALSA) available from the EarthLink MyLink portal for Customer management. Default reports vary based on the CPE and Service configuration. An overview of the available standard reports is shown here:

Report	Domain Level	Equipped Sites	Tele-Managed Sites	Application Groups
<b>SLM (Service Level Monitoring)</b>				
Site Synthesis	X			X
Application Synthesis	X	X	X	
Site Summary				X
<b>Performance Monitoring</b>				
Site Summary	X			X
Application Group Summary	X	X		
Detailed per Application Group				X
Detailed per Application – Top	X	X	X	
Time Evolution		X		X
<b>Application Monitoring</b>				
Site Summary – TCP	X			
Time Evolution – TCP		X	X	X
<b>Site Analysis</b>				
Site Throughput		X		
Site Summary (Ingress/Egress)	X			
<b>Fault Isolation</b>				
Availability Overview	X			
Availability Evolution	X	X		

**12. Alarms.** The Service provides automated alerting of Customer when pre-defined conditions are met. An alarm is created using provided wizards or manually, and can be configured to send e-mail to authorized contacts.

**13. Training.** Training is available at an additional cost for Customers seeking to gain a more in-depth understanding of the Service and its capabilities.

**14. Service Level Agreements.** In addition to any applicable Service Level Agreements provided by EarthLink as part of EarthLink Complete Data™ and/or EarthLink Complete Voice™ services, the following APO SLAs shall apply:

Service Element	Service Level Agreement	Credit
Service Availability	99.999%	Up to 15% MRC
Mean Time to Repair – CPE	Next Business Day	Up to 5% MRC

**Service Availability** - Service Availability will be the total of available minutes for the Service’s centralized management platform (e.g. SALSA), as measured over a calendar month and shall be calculated as follows:

$$\text{Service Availability} = \frac{\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}}{\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes}} \times 100$$

Service Availability will be measured upon receipt of Customer’s trouble ticket reporting their inability to access the Service’s centralized management platform (e.g. SALSA).

**Mean Time to Repair (“MTTR”) - CPE**

Replacement equipment provided by EarthLink will be shipped for next business day delivery for Customer self-installation so long as (i) the trouble is isolated to the EarthLink provided and managed equipment, and (ii) the root cause of the failure is determined by EarthLink by 1PM Pacific Time on a business day.

“**Business Day**” means Monday through Friday, 8AM to 5PM, local time, excluding Federal holidays.

**15. Service Credits**

If EarthLink does not meet its SLA Objectives, Customer may receive a service credit (“Service Credit”) for the Service impairment proportional to the SLA Objectives non-conformance, up to the percentage identified in the table above, multiplied by the base monthly recurring charge, excluding taxes, surcharges and other similar charges, (“MRC”) for the particular Service element(s) responsible for the non-conformance.

To be eligible for a Service Credit, Customer must: (i) request EarthLink to open a trouble ticket documenting the SLA Objective non-conformance and (ii) timely request the applicable Service Credit by emailing [customer@earthlinkbusiness.com](mailto:customer@earthlinkbusiness.com), with “Service Credit Request” in the subject header, within thirty (30) days after the trouble ticket is closed by EarthLink. Each Service Credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service Credit requests will be evaluated in relation to the relevant accumulated statistics in the month during which the SLA Objectives non-conforming event is alleged to have occurred. Service Credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. EarthLink shall have thirty (30) business days to respond from the end of the month in which the Service Credit request is submitted.

Service Credit requests approved by EarthLink will be credited to the Customer’s account on the next billing cycle that begins not less than ten (10) business days after the Service Credit approval. Service Credit requests will not be accepted for open trouble tickets. Customer may not receive more than one Service Credit per month for any SLA Objective non-conformance involving a specific Service element. Multiple instances of nonconformance affecting one circuit element during a particular month will not be eligible for multiple SLA credits, however, if approved they will be applied toward the accumulated monthly statistics. For Ethernet Access, Customer will receive one credit per circuit for failure to meet the install interval defined above. Service Credits will not be available for any Service terminated by Customer for cause pursuant to the terms of the Agreement.

## 16. SLA Exclusions

SLA Objectives and Service Credits do not include periods of Service Outages or other service level deficits in whole or in part due to the following causes and exclusions:

- Customer fails to report the issue or request a trouble ticket;
- Service interruptions or delays arising out of or in connection with but not limited to (i) any act or omission on the part of Customer or a third party, including without limitation local access providers, (ii) interruption occurring in whole or in part because Customer elects not to release the Service for testing and repair by EarthLink, but continues to use it on an impaired basis, (iii) failing to provide access to Customer premises as reasonably requested by EarthLink or its agents to enable EarthLink to comply with its obligation, (iv) Customer's Software, equipment or facilities, or that of any third party, including without limitation local access providers;
- EarthLink or Customer's scheduled network maintenance or emergency maintenance;
- Any force majeure event beyond the reasonable control of EarthLink including, but not limited to cable cuts;
- Any failure, issue or delay associated in whole or in part with Customer's provided connection to the Service, including but not limited to local access, and cross-connect, Customer premise equipment, applications, facilities or internal network;
- Any event or occurrence that results in "no trouble found" by EarthLink customer support;
- New Service that has not been accepted by Customer or that occurs within the first 30 days of Service for the affected Service element;

**17. Term.** The term with respect to each Service shall begin on the date the Service is available for use by Customer (the "**Service Commencement Date**") and shall continue for a period of months thereafter as set forth in the AFS, unless earlier terminated in accordance with the terms of this Agreement or the AFS ("**Service Term**"). The Service will be deemed available for use, and billing will commence, after the underlying facility has been delivered and/or installed per the product specific schedule at the service address, whether or not the Service(s) have been activated, but only in the event that such delay in the activation of the Service(s) is caused by Customer or its agents. The Service Term shall automatically renew on a month-to-month basis until either Party terminates the Service(s) by giving the other Party not less than thirty (30) days prior written notice of termination. Customer must provide thirty (30) days prior written notice for termination of any circuit, facility and/or service. If no term is set forth in the AFS, the Service Term will be one (1) year. EarthLink may increase the price of any Service at the end of a Service Term or in a month-to-month Term.

**18. Billing and Payment.** The Service is provided for one or more non-recurring set up fee(s) and monthly recurring charges ("MRCs") as set forth on the AFS, which does not include taxes, fees, surcharges and other similar charges that may apply. Invoicing will commence within five (5) days from the Service Commencement Date. Service Commencement Date shall be defined as the date in which the Service is up and running and in production or equipment has been delivered to Customer in which billing will commence within five (5) days of shipping. In the month following the Service Commencement Date, EarthLink will begin invoicing Customer monthly in advance for MRCs, prorated for partial months, and in arrears for non-recurring charges. All invoiced amounts must be paid within thirty (30) days, in full and in accordance with the Agreement. Customer agrees to reimburse EarthLink for reasonable travel and other out-of-pocket expenses incurred by it in connection with providing the Service.

## 19. Terms

**Applications Group** - Group of Applications with a certain Criticality level and a certain QoS Profile; contains key parameters for AQS measurement and Application Control.

**Domain** – Each Customer will be provisioned into their own Domain by EarthLink using the Centralized Management Platform. A Domain is composed of a set of Appliances making and exchanging observations and making measurements based on this data. All elements in a Domain must have an IP address that can be routed on the network. A Service element in one Domain cannot communicate with Service elements in another Domain.



**DWS** - Dynamic WAN Selection (optional feature) that allows real-time traffic routing over multiple network connections.

**Equipped Site** - site with an APO Appliance (e.g. ip|engine or a nano|engine).

**ip|engine** - Ipanema appliance that performs measurement, control, , etc., to provide Visibility, Application Control and Dynamic WAN Selection.

**nano|engine** - Ultra compact Ipanema appliance that performs measurement and control, to provide Visibility and Application Control in small Branch offices.

**SALSA**: Scalable Application Level Service Architecture. Centralized Management Platform used to configure and manage the Service by EarthLink and Customers.

**tele|engine** - Allows traffic on unequipped Sites to be measured and controlled by the Appliances of the remote Sites, thus providing Application Visibility and Control without any appliance on the local Site (branch office). A Site with a tele|engine is called a tele-managed Site.

**20. Summary of Features and Responsibilities.** Additional information concerning certain features of the Service and the respective responsibilities of EarthLink and Customer with respect to those features is summarized in the attachment to this Service Schedule (“Exhibit A”), which is incorporated into, and made a part of, the Agreement.

**EXHIBIT A**

**TO SERVICE SCHEDULE FOR APO**

This Exhibit A supplements the Service Schedule for APO as follows:

APO Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
<b>Management of the APO CPE in a PCI Compliant Manner</b>	All	X			EarthLink will ensure that the management infrastructure supporting the APO CPE is managed in a PCI compliant manner and will provide the ROC annually to the Customer upon request.
<b>Uninterruptible power supply, cooling, and secure environment</b>	N/A		X		Customer is responsible for providing adequate space, power, and cooling for the CPE in a physically secure environment. Damage or loss of CPE and ancillary hardware is the Customer responsibility and they will be billed for loss or damage.
<b>Network connectivity</b>	All	Optional	Optional		Customer can purchase EarthLink provided and managed primary (WAN1) and/or secondary (WAN2) access if desired. If network connectivity is supplied by a third party, EarthLink does not provide any support or SLA for third party network, and will not have access to monitor or manage associated utilization or CPE. In such a case the Customer is responsible for providing adequate bandwidth for the services being consumed.
<b>Customer Premises Equipment (CPE)</b>	All	X			EarthLink provides the physical appliance (e.g. nano engine, ip engine), which remains EarthLink property and must be returned at the end of contract. Shipping is provided by EarthLink and Customer is responsible for packaging and delivering the box to the shipping company in the event of a RMA/ARA or cancellation. If the hardware is not returned Customer will be billed applicable charges.
<b>CPE installation</b>	All	Optional	X		Customer, with telephone assistance from EarthLink, is responsible for installing, cabling, and powering on the CPE (i.e. Self-Install). Customer can purchase EarthLink on-site installation and/or have Service installed in conjunction with the installation of another EarthLink service where a truck roll is required.
<b>Service Configuration</b>	ALL	X			During the installation process EarthLink will create a Customer-specific domain within the Service's centralized management platform (e.g. SALSA) platform and initiate the "application discovery" process required to identify and classify application traffic flows across the Customer network. This includes creating a

APO Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
					Customer Profile that can be used as is or further customized by the Customer.
<b>Application Discovery</b>	ALL	X			As part of the Service Configuration provided by EarthLink Professional Services, EarthLink will perform initial Application Discovery for Customer to collect additional data from CPE. Depending on the topology and complexity of Customer Domain and Application Groups, this process could take up to 30 calendar days. If the discovery process reveals a significantly different scope of work, the scope or budget may be renegotiated.
<b>Professional Services</b>	All	X			<p>EarthLink Professional Services will be involved in the Service Configuration for all new Customers of the Service. This is a fee-based service that ensures that the Service is configured properly prior to handoff to the Customer. Customer will be provided a Statement of Work that documents the configuration process and includes:</p> <ul style="list-style-type: none"> <li>•Initial engagement scope covers up to 10 applications across 5 sites</li> <li>-Analyze data gathered from APO platform regarding application utilization</li> <li>-Configure APO solution for up to 10 applications</li> <li>-Enable EarthLink Default Configuration for Dynamic WAN Selection (If Ordered)</li> <li>-Train Customer IT resources how to maintain service configurations</li> <li>•Ensure that the right traffic is using the needed bandwidth</li> <li>•See how applications are running against various packet performance/loss targets</li> <li>•Ensure critical applications get the prioritization required for peak performance</li> <li>•Set performance benchmarks, with adjustments made automatically by the network</li> </ul> <p>This process may take up to 60 calendar days, based on the complexity of the Customer network.</p>
<b>Application Visibility &amp; Control</b>	All	X			<p>The Service provides Application Visibility &amp; Control. Application Visibility is the ability to understand application-level usage and performance over Customer's entire network via centralized management platform (e.g. SALSA), providing clear application performance metrics, high level consolidated reports, and very detailed information at the flow level. Application Control utilizes traffic management rules to guarantee users' experience by controlling each</p>

APO Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
					application flow in real-time, depending on the network resources. This is accomplished by dynamically enforcing Application SLAs for each user through a global and dynamic approach, where the whole traffic matrix (e.g. domain) is taken into account in real time.
<b>Dynamic WAN Selection</b>	DWS	Optional			<p>The goal of Dynamic WAN Selection (DWS) is to combine multiple physical networks (hybrid networks, e.g. MPLS and Internet) into one unified logical network, maximizing both Quality of Experience &amp; business continuity. To achieve that goal, DWS automatically and dynamically selects the best traffic path, according to Application Groups and WAN accesses configuration, and the destination of the traffic flows.</p> <p>This maximizes application performance, security and network usage based on network quality and availability, application Performance SLAs, sensitivity level of the information. (Additional charges apply.)</p> <p>As part of the Service Configuration by EarthLink, Dynamic WAN Selection will be configured to the Earthlink Default Configuration, as described below. In the even that Customer wishes to modify these settings, they will have the ability to make these changes on their own using the Centralized Management Platform and/or contact EarthLink Professional Services for additional support, at an additional cost to be provided at time of request.</p>
<b>Configuration Management</b>	ALL		X		<p>The configuration of the Service is managed through its centralized management platform (e.g. SALSA ip boss) that is accessible by Customers via the EarthLink myLink portal. Configurable items include engines, topology subnets, user subnets, WAN access methods, applications, application groups, and QOS profiles. EarthLink will provide a “base load of applications and groups” that will be available in the initial configuration of each customer. All post-Installation changes of the Service following the initial Service Configuration are performed by the Customer.</p> <p>Requests for EarthLink to make subsequent configuration changes will be subject to standard time and materials and/or Professional Services charges.</p>
<b>Service Domain</b>	All	X			<p>Each Customer will be provisioned in its own Service Domain. A Service Domain is made up of:</p> <ul style="list-style-type: none"> <li>• Set of Customer Appliances (e.g. nano engine, ip engine, etc.)</li> </ul>

APO Features and Responsibilities					
Service Item	Package	EarthLink	Customer	N/A	Feature Details
					<ul style="list-style-type: none"> <li>• Set of Objectives (Application Groups)</li> <li>• Set of Dictionaries (Applications)</li> <li>• Set of Directories (Subnets)</li> <li>• A Reporting Configuration</li> <li>• An SNMP Agent</li> </ul>
<b>Alarms</b>	All	X	X		The Service provides automated alerting of Customer when pre-defined conditions are met. An alarm is created using provided wizards or manually, and can be configured to send e-mail to authorized contacts. If desired, Customer can utilize the centralized management platform (e.g. SALSA) to create alarms, based on established rules. Alarms can be assigned a severity level and an appropriate course of action by the system that includes logging, trapping, and/or email notification.
<b>Firmware and signature updates</b>	All (where applicable)	X			EarthLink will test and install device firmware updates in a timely manner during scheduled maintenance windows, following testing and certification by EarthLink engineering.
<b>Configuration backup and restore</b>	All	X	X		EarthLink will maintain a backup copy of the centralized management platform (e.g. SALSA) in accordance with its standard backup policy.
<b>Proactive monitoring of CPE</b>	All	X			EarthLink will monitor the Service and CPE for availability and proper functioning up to the Ethernet LAN interfaces, and will resolve any maintenance issues to that point of demarcation.
<b>24x7x365 support</b>	All	X			EarthLink will provide assistance and troubleshooting on the Service infrastructure to ensure that the Service is available to Customer. This does not include the monitoring, troubleshooting or support of Customer-level Service Configurations and/or related application performance.
<b>Training</b>	Optional	X			Training is available at an additional cost for Customers seeking to gain a more in-depth understanding of the Service and its capabilities.

**Dynamic WAN Selection Service Description and Default Configuration**

The goal of **Dynamic WAN Selection (DWS)** is to combine two (2) physical networks into one unified logical network, maximizing both Quality of Experience & business continuity. To achieve that goal, **APO with DWS**:

- Automatically and dynamically selects the best traffic path, according to Application Groups and WAN accesses configuration
- The APO appliance handles the dynamic traffic conditioning according to the destination of the flows

This maximizes application performance, security and network usage based on:

- Network quality and availability
- Application Performance SLAs
- Sensitivity level of the information

It maximizes combined networks efficiency:

- Network capacity
- Network availability
- Network performance

**EarthLink Default Configuration**

EarthLink will provide a Default Configuration that includes the settings below. Customer can modify these configurations as needed using EarthLink provided User's Guide; or as part of a Professional Services engagement, for an additional fee. EarthLink is not responsible for troubleshooting performance issues that result from Customer-initiated changes to the Service:

Preferred Sensitivity Policy - Business application traffic will be sent on preferred WAN and Routine application traffic (e.g. non-business) will be sent on Routine WAN preferably, as long as connectivity is active and quality of service and bandwidth criteria can be met. Otherwise, business application traffic can be sent on a Routine WAN, and a Routine application traffic can be sent on a Business WAN, subject to quality of service and bandwidth criteria.

Return Path – DWS will always use the same WAN for ingress and egress of application traffic.

Per Session WAN Selection Policy - all packets of the same session will re-use the initially chosen WAN access.