

This Service Schedule describes and contains additional terms governing EarthLink's Cloud Server Back Up Services (the "Service") and is effective as of the date the Agreement For Service ("AFS") used to order the Service is signed by EarthLink and the customer identified in the AFS ("Customer"). This Service Schedule supplements, or amends and restates, the affected provisions the AFS and other documents that comprise the agreement between EarthLink and the Customer with respect to the Service (collectively, the "Agreement") as follows:

1. **Service Overview.** EarthLink's Cloud Server Back Up Service is a self-service, multi-tenant hosted, enterprise solution for the automatic back up of selected files and configuration data from desktops, laptops and servers to secure cloud storage so that it can be recovered in the event of theft, loss, hard drive failure or the accidental or intentional deletion of data. A back-up agent installed on the Customer's server ("Backup Wizard") allows the Customer to schedule back-ups and encrypt and transfer its data using 128-Bit Secure Socket Layer Transport ("SSL") to a RAID 10 storage area network ("SAN") in an EarthLink SSAE 16 compliant data centers.
2. **Service Features.** The Service includes the following features:
  - Ability to back up desktops, laptops and servers, including locked files and changes within a file (In-file delta).
  - Self-service scheduling, reporting and recovery.
  - Windows, Linux, Mac OS X and Unix compatibility.
  - F128-bit SSL Secure Connection to an EarthLink's SSAE 16 compliant data center.
  - Up to 50TB of storage space offered as standard.
  - Ability to back up a variety of supported databases and applications.
  - Default 256-bit encryption.
  - Restore assistance on a best-effort basis.
3. **Seed Loading.** When Customer's initial data transfer is too large for its available bandwidth to accommodate, seed loading can be used. Seed loading allows the Customer to back up its data set to an external device and ship it to EarthLink to load onto the backup server. This Service is provided for a pre-paid charge of \$150.00 per occurrence and expedited drive shipment may be available for an additional charge at EarthLink's discretion. The Service includes the following features:
  - EarthLink will ship to Customer an external drive with instructions on how to perform a seed load (i.e. transfer Customer's data to the external drive) and how and where to return the drive.
  - Shipping costs to the Customer and back to EarthLink are included in the cost of the Service.
  - Customer's is responsible for transferring its data to the external drive and, upon completion, returning the drive to EarthLink (using the shipping label provided).
  - Upon receiving the external drive, EarthLink will load the Customer's data to the backup server and notify the Customer that its backup set is available for use.
  - After EarthLink notifies the Customer that seed load data has been uploaded to the backup storage, Customer is responsible for finishing the process by redirecting the backup software to restart its backups using the online server location as the target, which syncs the data backup with the seed load data and only sends the changed data over the Internet, requiring a smaller data transfer.
  - The external drive, and any associated equipment or software, provided for the Service are, and at all times will remain, the property of EarthLink.
  - Customer is responsible for the replacement cost of any unreturned or damaged (notwithstanding normal wear and tear) external drive and for the creation, maintenance and security of its encryption key (EarthLink will not know the encryption key and there is no decryption method outside of the encryption key).
  - If the external drive is not returned to EarthLink within 10 business days of customer receipt, EarthLink reserves the right to charge a fee of \$500 per drive for replacement of the drive.
4. **Incident Response.** In the event of disaster and Customer needs to have their data shipped to them, the incident response process can be initiated to facility Customer's restoration of data. The incident response process allows the Customer to contact EarthLink and ask for specific backup sets to be shipped to them. This Service is provided for a charge of \$150

per device shipped, and expedited drive shipment may be available for an additional charge at EarthLink's discretion. The Service includes the following features:

- Customer will call EarthLink to request the Service
- EarthLink will copy Customer's data to an external drive
- EarthLink will ship to Customer the external drive with instructions on how to perform the restore from the drive and how and where to return the drive.
- Shipping costs to the Customer and back to EarthLink are included in the cost of the Service.
- Customer is responsible for transferring its data from the external drive and, upon completion, returning the drive to EarthLink (using the shipping label provided).
- Once the drive is returned to EarthLink, it will be wiped clean of Customer data.
- The external drive, and any associated equipment or software, provided for the Service are, and at all times will remain, the property of EarthLink.
- Customer is responsible for the replacement cost of any unreturned or damaged (notwithstanding normal wear and tear) external drive and for the creation, maintenance and security of its encryption key (EarthLink will not know the encryption key and there is no decryption method outside of the encryption key).
- If the external drive is not returned to EarthLink within 10 business days of customer receipt, EarthLink reserves the right to charge a fee of \$500 per drive for replacement of the drive.

5. Term. The Service can be ordered for 1 year, 2 year or 3 year terms as set forth on the AFS ("Term"). Each Term commences on the earlier of when a Backup Wizard has been installed or thirty (30) days after its delivery to the Customer (the "Service Commencement Date"). Upon expiration of the Term, the Service will continue on a month-to-month basis pursuant to the terms of the Agreement, unless Customer has given EarthLink written notice of termination at least 30 days before the end of the Term. Thereafter, Customer or EarthLink may terminate the Service with 30 days advance written notice to the other party. Any Service terminated before the end of its then-current Term is subject to the early termination fee ("ETF") and any other charges set forth in the Agreement or that may apply through a promotional offer or otherwise.

6. Pricing. The Service is provided for a one-time set up fee and a monthly recurring charge ("MRC"), which includes a license fee, a per-mailbox charge and a capacity-based storage charge. Extra server agents, storage space and licensing and other non-recurring charges (e.g. professional services) will result in additional costs. Customer also shall reimburse EarthLink for agreed to travel and other out-of-pocket expenses incurred by it in connection with providing the Service. Pricing does not include taxes, fees, surcharges and other similar charges that may apply to the Service.

7. Billing Commencement and Payment. Billing will commence immediately following the Service Commencement Date. Service Commencement Date shall be defined as:

7.1 Cloud Server Backup with no Seed.

- (a) Upon delivery of login credentials to Customer
- (b) Completion of Customer and Earthlink representative post-sale support call to assist with set up of backup agent(s), maximum of two (2)

7.2 Cloud Server Backup (Seed)

- (a) Customer data fully copied onto server
- (b) Reconfigure the agents clients to point to the Cloud backup destination

7.3 The first invoice will include the initial set-up fee, any installation or seed load charge, a pro-rated monthly recurring charge ("MRC") for the Service from the Service Commencement Date through the month for which the invoice is issued. Thereafter, the MRC will be invoiced monthly in advance and non-recurring charges will be billed monthly in arrears, with the exception of certain extraordinary charges (e.g. seed load) that must be paid in advance. If arrangements for payments by credit card have been made, EarthLink may charge the Customer's account on or after the invoice date. Unless otherwise described in this Service Schedule, all invoiced amounts are due and payable within thirty (30) days of the invoice date in accordance with the terms of the Agreement (e.g. late payment fees).

8. Licensing. EarthLink hereby grants to Customer a limited, revocable, non-exclusive, non-sub licensable and non-transferable license to deploy the backup agent software to supported servers and applications in connection with Customer's permitted use of the Service. The foregoing grant is conditional upon Customer's continued compliance with the Agreement and all laws and regulations. EarthLink and its licensor's reserve the right to take any reasonable steps to prevent unauthorized access to, or use of the software or the Service, including the immediate termination of the license and or Service. Licenses for additional servers, unsupported applications and software versions may be available for an additional charge. Customer is responsible for all licensing or other requirements associated with third-party applications and services used by Customer with the Service and Customer agrees to provide acceptable proof of license or ownership upon request.
  
9. Equipment Replacement and Return. All hardware provided for the Service is owned, and will continue to be owned by EarthLink. During the Term, EarthLink will replace failed hardware with an equivalent device without additional charge. Upon termination of the Service, or the replacement of Service related hardware, the Customer must return the equipment to EarthLink (using the shipping labels provided) within 30 days of termination or replacement, or reimburse EarthLink for its replacement costs.
  
10. Service Levels and Support. Information concerning Service level objectives and credit allowances are set forth in the Service Level Agreement for Data Center Services ("SLA") located at [www.earthlinkbusiness.com/about-us/legal/sla.xea](http://www.earthlinkbusiness.com/about-us/legal/sla.xea). EarthLink will provide assistance and troubleshooting 24 hours a day, 7 days a week. Customers may contact Customer Support regarding Service issues and change requests by opening a ticket via the MyLink portal, by calling 1-800-957-4872 or by emailing [customercare@earthlinkbusiness.com](mailto:customercare@earthlinkbusiness.com).
  
11. Security Authorization. The Customer authorizes EarthLink to access Customer's networks and computer systems for the purpose of performing the Service. The Customer is responsible for its data security and compliance with laws and regulatory requirements applicable to its business, including encrypting personally identifiable information ("PII") transmitted to or from, or stored on, EarthLink servers. For purposes of this provision, PII means (i) any combination of data or information identifying an individual with respect to sensitive, non-public financial, health or other data or information associated with the individual (i.e. name, address or telephone number with a Social Security Number, financial account number or biometric data); (ii) "protected health information" as that term is defined in HIPAA (45 CFR § 160.103); and "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act (15 U.S. C, Subchapter 1 § 6809(4)).
  
12. Additional Information about Features and Responsibilities. The following chart contains additional information about features of the Service described in this Service Schedule, including, without limitation, respective responsibilities of EarthLink and the Customer regarding the Service:

Cloud Server Back Up Service - Features and Responsibilities			
Service Item	EarthLink	Customer	Details
<b>HA Cloud Hardware</b>	X		EarthLink provides and manages a highly available cloud infrastructure to support the Cloud Server Backup Service, ensuring redundant power, cooling, connectivity resources and highly available hardware resources.
<b>Backup Management Server</b>	X		EarthLink maintains a highly available backup management server that allows Customer to manage its account. The server handles backup job data communicated from the remote client software for storage on the cloud storage system.

<b>Cloud Backup Storage</b>	X		Backup services are delivered via a managed, bulk storage platform that provides the speed necessary to allow backup tasks to perform well and the redundancy needed to ensure backup recoverability.
<b>Web-based Management Interface</b>	X		EarthLink provides a web-based management interface for the Customer to manage its account. This includes adding additional contacts for notifications, performing browser based file restores, viewing backup file sets, reports, statistics and logs and adjusting backup job details.
<b>Backup Client Software</b>	X		EarthLink provides the backup client software, which can be downloaded and installed by Customer on the server they wish to backup. The client software provides the complete ability to define backup job requirements, including creating multiple jobs per server, and allows for client controlled restores of individual files or complete servers.
<b>Backup Client Default Agents</b>	X		Within the backup client software there are various agents allowing proper backup of different kinds of resources. The default client software includes the following agents: Exchange® Server, SQL Server, Oracle® DB Server, MySQL DB Server, Lotus® Domino, Lotus Notes, In-file Deltas, Volume Shadow Copy, Delta® Merge, Continuous Data Protection, Shadow Protect® System Backup and Windows® System Backup.
<b>Backup Client Exchange Mailbox Agents</b>	X		These are <u>optional</u> licenses that can be supplied by EarthLink to Customer for an additional charge and allow Customer to backup individual mailboxes, not just an entire Exchange server, and to perform individual mailbox restores.
<b>Backup Client VMware/HyperV Agents</b>	X		These are <u>optional</u> licenses that can be supplied by EarthLink to Customer at an additional cost and allow Customer to backup virtual machines running on VMware® or HyperV®. Once the host server has a full backup server license assigned to it, these licenses can be added to back up the individual virtual machines.
<b>Backup Client Software Install</b>		X	Customer is responsible for installing the backup client software on any servers they wish to backup. The installer is a standard application install with a guided wizard process making it easy to install.
<b>Backup Job Creation</b>		X	Once the software is installed, it is Customer's responsibility to use the software to setup one or more backup jobs per server. The software uses guided steps allowing the user to setup their jobs. EarthLink can provide an extensive product manual as well as assist over the phone answering basic setup questions, but actual use of the software to define the jobs must be done by Customer.
<b>Backup Job Reporting</b>	X		Through the service management server, EarthLink sends out detailed reports after each backup job completes. These reports indicate success or failure, details of files backed up and space usage, allowing Customer to monitor usage on a daily basis.
<b>Backup Job Issue Resolution</b>		X	If the backup job report indicates issues with backup job completion (e.g. using all available backup space), Customer is responsible for reviewing the report and taking

			action to resolve any issues, which could include making adjustments to the backup job settings or contacting EarthLink for assistance or to add space to Customer's account.
<b>Local Temporary Storage</b>		X	The backup software requires local storage accessible by the server being backed up, which is used by the software to store temporary files used as part of the backup process. Once the backup finishes the files are removed. The amount required space varies based on the size of the backup and file changes since the last backup. It is Customer's responsibility to provide the space required by the application, whether on the server, a network or an attached external drive.
<b>Additional Server Software Agents</b>	X		Each backup service account includes a certain number of licenses to deploy the backup agent software to servers. If those licenses are used but additional servers need to be backed up, EarthLink can provide additional licenses at an extra cost.
<b>Seed Load Drive</b>	X		For cases where the initial backup of Customer's server is too large to effectively backup online, EarthLink can assist with a seed load drive process. This process allows the backup software to put the data on an attached portable drive instead of directly sending the data to the backup server at the EarthLink data center. The drive is then sent to EarthLink where the data is transferred to the normal backup storage location. This includes providing a drive to the customer with shipping in both directions and ensuring the initial set of data gets upload to the backup server. The drive provided will be large enough to back up the full amount of space the customer has purchased. All data on the seed load drive is encrypted by the backup software for security purposes during shipping. This process does incur additional costs above the base service.
<b>Seed Load Capture</b>		X	If the seed load drive process is used, it is Customer's responsibility to perform the initial backup using the software and targeting the seed drive as the backup location.
<b>Seed Load Drive Shipping</b>	X		If the seed load process is used, EarthLink will provide the portable drive for the data storage and pay shipping costs for the drive to the Customer and from the Customer to EarthLink.
<b>Seed Load Data Upload</b>	X		If the seed load process is used, once the drive is returned, EarthLink will be responsible for transferring the data to the normal backup storage location within 48 business hours of the drive being returned to EarthLink, and includes a drive security scan to ensure that the drive is safe to attach to the EarthLink network.
<b>Seed Load Data Sync</b>		X	Once the seed load data is uploaded to the backup storage, Customer is responsible for finishing the process by redirecting the backup software to restart its backups but using the online server location as the proper target. This syncs the data backup with the seed load data and only sends the changed data over the internet, requiring a much smaller amount of data transfer.

<b>Incident Response Drive</b>	X		For cases where Customer requires data to be shipped to them in the event of a disaster for restoration purposes, EarthLink can provide an external drive with Customer's data, similar to the Seed Load process.
<b>Incident Response Data Load</b>	X		If the incident response process is used, EarthLink will be responsible for transferring backup sets to the external drives for shipment to Customer. Includes a drive security scan to ensure that the drive is safe to attach to the Customer's network.
<b>Incident Response Drive Shipping</b>	X		If the incident response process is used, EarthLink will provide the portable drive for the data storage and pay shipping costs for the drive to the Customer and from the Customer to EarthLink.
<b>Incident Response Data Upload</b>		X	If the incident response process is used, once the drive is shipped to Customer, Customer will be responsible for transferring the data to the on-premise servers for restoration, and EarthLink can assist with this process as needed.
<b>Incident Response Data Sync</b>		X	Once the data is uploaded to the Customer's on-premise servers, Customer is responsible for finishing the process and ensuring that data is restored properly.
<b>24x7X365 Support</b>	X		EarthLink will provide basic assistance and troubleshooting for customer to guide them through using the EarthLink Cloud Server Backup service. This service is designed to allow customers to manage the entire process themselves, but EarthLink recognizes that they may have product questions that they need assistance with. EarthLink's support does not include performing software installs or setting up backup jobs directly for the customer. It does not include debugging connectivity or server level issues.
<b>Customer premise bandwidth</b>		X	Customer is responsible for providing adequate bandwidth from customer locations to the EarthLink data center to ensure needed backup data transfer. EarthLink cannot guarantee performance for any locations with insufficient bandwidth and customer will commit to needed network upgrades as needed.
<b>Customer Premise Access Rules</b>		X	Customer is responsible for making any changes needed at their location to ensure the backup software can properly reach the EarthLink backup server to perform data transfers. This includes resolving any firewall or proxy issues that could arise at the customer's location. The backup software communicates over standard internet ports and in most cases should not require any special access, but EarthLink cannot guarantee there will not be issues as customers could have very unique rules setup on their premise.