

This Service Schedule amends the EarthLink Standard Terms and Conditions (“Terms and Conditions”) with respect to the Managed Zimbra® Services (“Service”), each Agreement for Service used to order the Service (“AFS”) and the other documents containing terms and conditions that apply to the Service (collectively, the Agreement”) for each customer that has ordered the Service (“Customer”), as follows:

1. **Service Overview.** The Managed Zimbra Service is a fully managed, customer-specific VMware® email messaging solution delivered via a dedicated Zimbra Collaboration Server installed on a dedicated (not shared) EarthLink Cloud Hosting server.

2. **Standard Service Features.** The Service includes the following features:

- Zimbra Outlook® Sync (MAPI).
- POP/IMAP access for standard email clients.
- Zimbra AJAX Web Mail
- Zimbra Mobile for smartphones
- 25GB/mailbox quotas.
- 1-800 support number.
- Receive email on the Customer’s own domain.
- Distribution lists.
- Access to the EarthLink myLink® portal, if available.

3. **Optional Service Features.** The following optional features may be available for an additional set-up fee and/or charge as determined by EarthLink:

- Email archiving.
- Email encryption.
- Extra disk space.
- Migration support.
- Multiple inbound domains.
- Antivirus / Antispam Email Filtering
- Daily backups

4. **Term.** The Service can be ordered on a per-seat basis (subject to a 5 seat minimum) for a 1 year, 2 year or 3 year term as set forth on the AFS (“Term”). Each Term commences when the Service is available for use (“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 the Customer or EarthLink has provided written notice of termination at least 30 days before expiration of the Term. Thereafter, the 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.

5. **Pricing.** The Service is provided for a one-time set up fee and a monthly recurring charge (“MRC”) for Managed Zimbra Service as set forth on the applicable AFS. The Customer must also purchase a Zimbra client license for each mailbox to be provisioned. The Service requires the Customer to also purchase EarthLink Cloud Hosting with the Zimbra application option. Extra storage space and licensing and other non-recurring charges (e.g. professional services) will result in additional costs. The Customer also agrees to 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.

6. **Billing and Payment.** Billing will commence in the month following the Service Commencement Date. The first invoice will include the initial set-up fee, any installation or seed load charge, a pro-rated MRC for the Service from the Service Commencement Date through the end of 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 EarthLink Standard Terms and Conditions found at www.earthlinkbusiness.com/about-us/legal/terms.xea.

7. **Change Management.** Configuration changes are coordinated with the Customer, must be approved (and are tracked) by EarthLink and may be subject to additional fees and/or charges. Certain changes may be expedited for a fee as determined

by EarthLink. The Customer is responsible for performance and security issues resulting from change requests made by, or on behalf of, the Customer that deviate from EarthLink's recommended design and for unauthorized changes.

8. Service Levels. Information about 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.

9. Customer Support. EarthLink will provide technical support, 24 hours a day; 7 days a week, for setting up the Service and other issues related to the Service through the Customer's authorized Account Administrators. Account Administrators (only) may request changes, technical support or the Customer's account information by emailing customercare@earthlinkbusiness.com. The Account Administrator must be prepared to provide its username and a detailed description of the problem, including error messages, screenshots and other troubleshooting information reasonably requested by the Customer's Support personnel. The response time for support requests depends on the Service purchased, the complexity of the inquiry and support request volume, with the highest priority given to Service unavailability. EarthLink will endeavour to provide technical support for Zimbra supported applications (e.g. Microsoft Outlook, Zimbra Desktop, and Zimbra Web Mail) via Internet Explorer® and supported wireless devices, but does not offer support for factors outside of its reasonable control, other mail clients or applications, scripts or components developed by the Customer or third parties. The Customer 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 emailing customercare@earthlinkbusiness.com.

10. Acceptable Use. The Customer must use the Service in accordance with applicable law and regulations, including, without limitation, the CAN-SPAM Act (15 U.S.C. 7701 et. seq.) and the EarthLink Acceptable Use Policy ("AUP") located at www.earthlinkbusiness.com/about-us/legal/acceptable-use-policy.xea. The blocking or blacklisting of email from EarthLink servers by any email provider as a result of outbound email traffic from the Customer's email accounts will result in the restriction or suspension of the Customer's ability to send email, up to and including account termination. Violations need not be intentional and can result from infected computers on the Customer's network or compromised user accounts being utilized to send spam. The SLA will not apply to Service interruptions resulting from violations of the AUP or applicable law and regulations.

11. Licensing. EarthLink hereby grants to the Customer a limited, revocable, non-exclusive, non-sub licensable and non-transferable sub-license to use the software on supported computers and other electronic devices in connection with the Customer's permitted use of the Service. The foregoing grant is conditional upon the Customer's continued compliance with the Agreement and applicable law 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 or Service. Licenses for additional servers, unsupported applications and software versions may be available for an additional charge. The Customer is responsible for all licensing or other requirements associated with third-party applications and services used by the Customer with the Service and the Customer agrees to provide acceptable proof of license or ownership upon request.

12. Ownership of Software. Software used in providing the Service ("Software") is licensed to EarthLink by VMware®. All title and intellectual property rights in and to the Software and any components thereof, including, but not limited to, any images, video, audio, text and "applets" incorporated into the Software, are owned by VMware or its suppliers and are protected by copyright and other intellectual property laws and treaties. Neither the Agreement, nor the Customer's possession, access nor use of the Software, transfers any ownership of the Software or intellectual property rights therein. VMware does not permit the copying of the Software, or printed materials accompanying the Software, or the use of redistribution software, unless such additional terms as are required by VMware are expressly agreed to and complied with.

13. Security. The Customer is responsible for its information and 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)).

14. Features and Responsibilities. The following chart contains additional information about features of the Service and respective responsibilities of the Customer and EarthLink, including items not included as part of EarthLink's scope of work and some risks that cannot be covered by the Services.

Dedicated Zimbra Standard Features and Responsibilities			
Service Item	EarthLink	Customer	Item Details
HA Cloud Hardware	X		EarthLink provides and manages a highly available cloud infrastructure to support all services of the Managed Zimbra Service, ensuring redundant power, cooling, connectivity and highly available hardware resources.
Installation and Initial Base Configuration	X		EarthLink will install and perform the initial base configuration for the Zimbra servers. Base configuration includes configuration of accepted domains, send and receive connectors and pop, imap, webmail and smtp services, testing of mail flow, proper network configuration to allow all mail services, generation of CSR, UC Certificate installation and configuration of Services for the certificate.
Zimbra Server Management	X		EarthLink manages the Zimbra server operating system (“OS”) and server software, including patching and service pack upgrades, in accordance with the Gold or Platinum Managed Service purchased with the vCloud Enterprise Service, as well as monitoring of the OS and Zimbra software to ensure that mail flows, both inbound and outbound, are operational and performing as expected.
Zimbra AJAX Web Mail	X		The Zimbra server platform provides secure online mail access through the Zimbra Web Mail service. In addition to remote mail client access, EarthLink provides Zimbra Web Mail as another means of mail account access and management, which requires only a browser to access.
Zimbra User Licensing	X		EarthLink supplies all Zimbra licensing and retains ownership of the per user Zimbra license. As part of its Service, Customer leases use of the license from EarthLink on a monthly basis. Customer cannot transfer any Zimbra license that it already owns to EarthLink’s platform.
SSL Security Certificates	X		EarthLink acquires and maintains the needed secure certificates to operate the Zimbra platform for secure client-to-server connections and secure web-based access to email accounts, ensuring the integrity and security of hosted email.
User Mailbox Setup		X	Upon setup of Customer’s Service, EarthLink will set up from 1 to 4 email Account Administrators, who will be responsible for creating mailbox accounts for all Customer’s other Zimbra users, including defining the primary user mailbox address and all other user account settings.
Distribution Group Setup		X	In addition to the user mailbox accounts, Customer is responsible for setup and maintenance of all distribution groups needed within its email domain.
DNS Changes		X	When Customer is ready to make its Zimbra Service its active mail provider, Customer must make the needed DNS changes with its current DNS provided or to redirect mail flow from its existing spam and virus filtering service to EarthLink’s servers.
Archiving Services	X		Customer may choose to add archiving services to its account at an additional cost. Archives can be retained for Customer for up to 7 years and are stored on EarthLink’s mail archive storage. Archiving can be

			enabled per mailbox and Customer may choose to archive all, or only certain, accounts. EarthLink provides all server level setup for archiving. Customer is responsible for defining the list of users to be setup. EarthLink will provide an archive access interface for retrieving messages from the archive, which allows Customer to retrieve messages as needed.
Encryption Services	X		Customer may add the optional encryption service to its Zimbra account and choose to allow some, or all, of its mailboxes to be protected by encryption. The encryption service add-on allows user to define a subject keyword match or lexicon matching algorithm to determine which emails are marked for encryption. EarthLink will provide the encryption service and set up the matching rules for Customer. There will be an additional monthly charge per mailbox enabled for encryption.
POP/IMAP Access	X		The Service supports standard POP and IMAP access methods to the underlying Zimbra user mailboxes to be compatible with standard mail clients.
Mailbox Migration		X	If Customer has existing users already set up with email hosting from another provider, whether on Zimbra or another platform, it is responsible for migration of that mailbox data to the new Zimbra account. EarthLink will provide directions in the form of knowledge base articles with screen shots of the steps involved and can perform manual migration for Customer, subject to its performance of a custom scope of work and additional costs based on that scope of work.

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