

This Service Schedule amends the EarthLink Standard Agreement for Service Terms And Conditions with respect to Microsoft Office 365 Services (the "Service"), each Agreement For Service used to order the Service ("AFS") and the other documents comprising the agreement between the customer identified in the AFS ("Customer") and EarthLink regarding provisioning, servicing, access and use of the Service (collectively, the "Agreement"), as follows:

Service Descriptions. EarthLink is an authorized reseller of the Microsoft Office 365 services as described at the Service Description links below, and services are hosted by and provided directly by Microsoft. All Microsoft Office 365 customers are also subject to the Microsoft Cloud Agreement published at https://cmsresources.windowsphone.com/devcenter/en-US/downloads/partnercenter/Downloadable_CustomerAgreement_8-7.pdf and that document is expressly incorporated herein by this reference. Customer is responsible for managing and administering the services by using the Microsoft portal at <https://portal.office.com> using the Customer's administrative credentials provided by EarthLink.

Office 365 Service Descriptions: <https://technet.microsoft.com/en-us/library/office-365-service-descriptions.aspx>

Intune Service Description: <https://technet.microsoft.com/en-us/library/Dn600286.aspx>

Azure Rights Management Service Description: <https://technet.microsoft.com/en-us/library/jj585024.aspx>

Azure Service Description: <https://azure.microsoft.com/en-us/documentation/articles/active-directory-editions>

1. Term. The Service can be ordered on a per-user basis (subject to a five (5) user minimum) for a one (1), two (2) or three (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 Customer or EarthLink has provided written notice of termination at least thirty (30) days before expiration of the Term. Thereafter, Customer or EarthLink may terminate the Service with thirty (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.
2. Pricing. The Service is provided for a one-time set up fee ("NRC") and a per-user monthly recurring charge ("MRC") as set forth on the AFS. Pricing does not include taxes, fees, surcharges and other similar charges that may apply to the Service.
3. Billing and Payment. Billing will commence on the Service Commencement Date. The first invoice will include the initial set-up fee, any installation charge, a pro-rated monthly recurring charge ("MRC") for the Service from the Service Commencement Date through the date for which the invoice is issued. It will also include the MRC invoiced monthly in advance. Ongoing, the invoice will include the MRC invoiced monthly in advance and any non-recurring charges, which will be billed monthly in arrears. 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.
4. Services Levels and Support. Customers may contact EarthLink Customer Support regarding Service issues and technical support by opening a ticket via the myLink portal, by calling 1-855-352-2731 or by emailing customer@earthlinkbusiness.com.

Service Credits

EarthLink will honor the Service Credit terms of the "Service Level Agreement for Microsoft Online Services" found at <https://technet.microsoft.com/en-us/library/office-365-service-level-agreement.aspx>

If EarthLink does not meet these Service Level Availability Commitments, Customer may apply to EarthLink for a service credit ("Service Credit") proportional to the Service nonconformance up to the percentage set forth in the Service Level Agreement for Microsoft Online Services, multiplied by the base monthly recurring charge, excluding taxes, fees, surcharges and other similar charges, ("MRC") for the Service elements responsible for the non-conformance, subject to any limitations and/or exclusions defined in the Agreement.

Approved Procedure. To be eligible for a Service Credit, Customer must open a ticket by emailing customercare@earthlinkbusiness.com documenting the nonconformance within thirty (30) days of the incident to include:

(i) a detailed description of the incident (ii) Service impacted (iii) associated trouble ticket number (iv) information regarding the duration of the Claimed Downtime (v) and number of users impacted (if applicable).

Service Credit requests will be evaluated with all information reasonably available to the EarthLink Support Teams during which the nonconforming event is alleged to have occurred. Service Credit requests that encompass multiple months will be prorated¹ in accordance with the relevant statistical accumulations for each month. EarthLink shall have thirty (30) business days from the end of the month in which the request is submitted to respond to Customer. Service Credit requests approved by EarthLink will be credited to Customer's EarthLink account during the billing cycle beginning not less than ten (10) business days after approval.

Service Credit requests will not be accepted for open trouble tickets. Customer may not receive more than one (1) Service Credit per month for any SLA Objective nonconformance involving an Affected Service. Multiple instances of nonconformance for the same Affected Service during a given month will not be eligible for multiple Service Credits, however, if approved, will be applied toward the accumulated monthly statistics for Service Availability. Service Credits will not be available if Customer fails to request a trouble ticket or for Service terminated by Customer. Service Credits will be Customer's exclusive remedy for any Service nonconformance or defect and under no circumstances will Customer be entitled to any refund or other payment for a violation of this SLA. Service Credits may not be transferred or applied to another account.

5. Licensing. EarthLink hereby grants to Customer a limited, revocable, non-exclusive, non-sub licensable and non-transferable sub-license use the software on supported computers and other electronic devices 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.
6. Ownership of Software. Software used in providing the Service ("Software") is licensed to EarthLink by Microsoft Corporation or its affiliate ("Microsoft"). 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 Microsoft 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. Microsoft 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 Microsoft are expressly agreed to and complied with.
7. 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)).