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## Fee Schedule

Subscriber acknowledges that MegaPath may amend this Fee Schedule from time to time without notice, and Subscriber is responsible for compliance with the current versions of the Fee Schedule.

### I. Early Termination:

In addition to monthly recurring fees, installation, activation, and equipment charges quoted to you, the following Early Termination fees apply if you decide to terminate or cancel an installed circuit or service before the Term is complete. To terminate an installed circuit or Service or to cancel an order in process, please call 1-877-611-6342, follow the prompts, and a MegaPath representative will assist you. A minimum of thirty (30) days' notice is required to terminate an installed circuit or Service.

All cancellations must be submitted via the phone number listed above. Once a cancellation call is received, MegaPath will send an email to Subscriber verifying the cancellation. Subscriber must reply to the MegaPath email in order to confirm Subscriber's intent to cancel. Cancellation of any circuit or Service through any method other than the above cannot be honored. Terminations or cancellations are normally processed within 72 hours once all necessary information is received.

#### Early Termination Fee Schedule (also see the Note below)

<u>Technology</u>	<u>1 Year Service term</u>	<u>2 Year Service term</u>	<u>3 Year Service term</u>
CSA and ESA Access services including ADSL, DDSL, IDSL, SDSL, T1 or Bonded T1, Cable, Ethernet over Copper, Ethernet Basic, Ethernet over DS1, Ethernet asymmetrical speed services, Wireless Broadband Services, Satellite	MRC x Remainder of Term	MRC x Remainder of Term	50% MRC x Remainder of Term
CSA and ESA Hi-cap Access services including DS3, Ethernet over DS3, Ethernet over Fiber, Co-location Facilities based services and Satellite services	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
All Value added services including Voice Services <sup>1</sup> , Corporate Access SSL, Network-based SSL, Digital Certificates, SD-WAN Enterprise, SD-WAN Pro, Managed VPN, Standard VPN, Managed Security Services, Managed Network and Security Services, Managed Wi-Fi Services, Enterprise Cloud, Hosted Exchange and Hosted SharePoint Services <sup>2</sup> , Data Backup and Recovery Services <sup>3</sup> , Private Cloud Dedicated Hosting and Collaboration Services, and Remote IT Services, Proactive Monitoring	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
International Access which includes Access types such as: ADSL, DDSL, T1, Bonded T1, Cable, Ethernet over Copper, Ethernet over DS1, Ethernet over DS3, Ethernet over Fiber, Ethernet asymmetrical, Satellite and Wireless Broadband	MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term

<sup>1</sup>Business Voice Subscribers may place up to 20% of total purchased Voice seats into growth reserve status during the Initial or Renewal Service Term without incurring Early Termination Fees.



## Fee Schedule

<sup>2</sup>Upon termination of this Agreement, MegaPath shall delete your Subscriber data from its servers and data storage devices unless Subscriber notifies MegaPath in writing no later than thirty (30) days after termination of this Agreement. Upon notification, MegaPath shall export and return any Subscriber data then in MegaPath's possession to Subscriber, at Subscriber's sole cost and expense. Subscriber agrees that except as provided in this Section MegaPath has no obligation to continue to hold, export, or return its Subscriber data and no liability for the deletion of its Subscriber data pursuant to the foregoing terms.

<sup>3</sup>Upon termination or expiration of Subscriber's Data Backup and Recovery Service, Subscriber shall no longer have the right to continue to use the Software and the Services, and will no longer be able to access and restore Subscriber backup data. Additionally, Subscriber specifically agrees that MegaPath has no obligation to provide Subscriber or anyone else with a copy of Subscriber's backup data and may automatically purge Subscriber's backup data

**Note:** The Early Termination Fees ("ETF") are as noted above. In addition to the ETF, you will be responsible for the repayment of any applicable "instant credit" amounts for non-recurring charges (excluding standard promotions) such as credits that you may have received for activation, installation hardware and/or construction costs noted in the applicable Service Order form. If Subscriber moves the service and the moved service is terminated prior to the end of the Initial Service term, any instant credit amounts applied to the original circuit will be added to the ETF noted above. If Subscriber fails to return paid or free rental equipment, an additional equipment recovery fee equal to the list pricing of the equipment will be charged. MegaPath reserves the right to bill Subscriber for unreturned CPE after forty-five (45) days of termination of Service. However, under no circumstances will MegaPath accept equipment returns more than six (6) months after termination of Service.

## II. Other Fees

The following fees may also apply under certain circumstances for Broadband, Hosted IT, and Voice Services:

INCLUDED AND OPTIONAL FEES:		
SERVICE/FEE	AMOUNT	DESCRIPTION
<b>Professional Services</b>	\$150 per hour	Services are delivered as specified in the Service Exhibit and/or Network Diagram. Any customization or out-of-scope engineering consultation will be changed on a Time & Material basis. Non-business hours will be billed at a time-and-a-half (150%).
<b>Shipping of initial equipment</b>	Standard Ground Shipping = \$10.95 per device  2-3 Day = \$19.95 per device  Overnight Shipping = \$39.95 per device	Ground shipping of equipment is billed at standard pass through rates as identified in the Service Order Form. If overnight/expedited shipping is required, additional charges will apply.
<b>Shipping of replacement equipment – rental or in warranty</b>	Included in Service	Overnight shipping of replacement equipment is included for rental and in-warranty equipment.
<b>Shipping of replacement equipment – out of warranty</b>	Standard Ground Shipping = \$10.95 per device  2-3 Day = \$19.95 per device  Overnight Shipping = \$39.95 per device	Ground shipping of equipment is billed at standard pass through rates as identified in the Service Order Form. If overnight/expedited shipping is required, additional charges will apply.



## Fee Schedule

<b>Return Merchandise Authorization Regeneration ("RMA")</b>	\$20 per RMA label	RMA shipping labels are valid for ninety (90) days from generation only. Customers who wish to return CPE and whose RMA label is no longer valid will be charged the RMA regeneration fee.
<b>Expedite Service</b>	\$100 per location (in addition to the LEC expedite fee)	MegaPath offers an "Expedite Service" for customers who wish to have an order processed faster than the standard service intervals and SLA's. This service is provided by MegaPath on a "best efforts" basis and does not guarantee that services intervals will be better than standard SLA's. Subscriber may request MegaPath's "Expedite Service", either before the order is created or during order processing, and will be charged an additional fee for each service location and will be given priority handling within MegaPath operations. Once requested, the 'Expedite Service' fee will be billed irrespective of whether or not the expedite request resulted in a better than SLA result.
<b>Subscriber Requested CPE Configuration Charges</b>	\$50 per device per change	If applicable, provided upon approval by MegaPath and Subscriber.
<b>Configuration Fees on Customer Provided Equipment</b>	\$100 per device for standard configuration	Provided upon approval for use of equipment by MegaPath. Shipping costs are billable at rates identified in the Service Order Form.
<b>Configuration Fees on Customer Provided Phones</b>	\$30 per phone for standard configuration	Provided upon approval for use of equipment by MegaPath. Shipping costs are billable at rates identified in the Service Order Form
<b>Additional Global VPN Configuration Charges</b>	\$30	Per change, per circuit (unless included in Services purchased).
<b>QoS Policy Change</b>	\$30	Per change, per circuit
<b>Professional Installation - Data</b>	\$350 per occurrence. Includes up to 2 hours onsite and 200' of Cable. Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof)	Installation charge includes the demarc extension of the circuit as well as the installation and testing of the CPE. Additional charges apply for any special travel situations such as remote areas and quick turn-around. Travel will be minimal and provided as a flat-travel charge per site and mutually agreed upon before dispatch. Regardless of the flat-travel amount, it will not exceed \$35 per half hour. In addition to the flat-rate fee, MegaPath may also charge for parking fees, overnight shipping, expedite fees and other materials.
<b>Professional Installation - Voice</b>	\$300 per occurrence. Includes up to 2 hours onsite and 200' of Cable. Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof)	Installation charge includes MegaPath provided QoS router installation, one phone and testing of the CPE. Additional charges apply for any special travel situations such as remote areas and quick turn-around. Travel will be minimal and provided as a flat-travel charge per site and mutually agreed upon before dispatch. Regardless of the flat-travel amount, it will not exceed \$35 per half hour. In addition to the flat-rate fee, MegaPath may also charge for parking fees, overnight shipping, expedite fees and other materials.
<b>Remote IT On-Site Assistance</b>	\$250 per occurrence. Includes up to 2 hours onsite. Overtime billing is \$100 per hour.	On-Site Assistance will be used and charged in addition to Remote IT Troubleshooting or Management services in cases where MegaPath Remote IT Technicians deem on-site work using a MegaPath field technician to be necessary. Additional charges may apply for any special travel situations such as remote areas and quick turn-around. Travel will be minimal and provided as a flat-travel charge per site and mutually agreed upon before dispatch. Regardless of the flat-travel amount, it will not exceed \$35 per half hour.



## Fee Schedule

<b>Billable Repair Dispatch</b>	\$350 (up to 2 hours). Overtime billing is \$120 per hour (billed in 15 minute increments of fraction thereof). Additional charges apply outside of business	End-User may report service problems resulting in a technician dispatch. If the problem found is not one for which MegaPath is responsible, End-User will be charged for the cost of the visit. Examples for which MegaPath is not responsible include, but are not limited to, faulty inside wiring that is out of warranty, faulty End-User provided equipment, faulty out of warranty equipment, and any work done per End-User requests. Expedited dispatches (less than 48 hours' notice) incur an additional charge of \$150.
<b>Extensive Inside Wiring</b>	\$350 per location. Includes up to 2 hours onsite. Overtime billing is \$120 per hour (billed in 15 minute increments of fraction thereof)	Installation of inside wiring at the End-User premise which is typically outside the scope of a normal installation work due to length of wiring, working height, drilling through masonry, extensive time and materials, requirements of more than one Field Engineer onsite executing the installation of special tools or materials needed to execute the installation.
<b>Special Construction Charge</b>	Per Quote	When an End-User's location has insufficient facilities to support the requested service, it may be necessary to add facilities requiring an additional "special construction charge". This charge may include line conditioning such as removal of bridge taps, load coils, or other equipment that is required to be moved to make a broadband circuit function, additional copper facilities, coax or fiber. In the event this occurs, MegaPath will notify the End-User, via email, of the cost of these additional construction charges as well as the estimated time to complete the work. The End-User must, via email, agree to pay the additional costs within 3 business days. If End-User fails to do so, MegaPath will cancel the order for lack of facilities.
<b>Missed Appointment or No Access Fee</b>	\$150	When an End-User's location is inaccessible to the installer either due to the End-User representative not being present on the premises or premises being locked out for access or not accessible in a reasonable and hazard-free manner to conduct installation related activities MegaPath considers it a Missed Appointment or No Access scenario and applies this fee.
<b>NID Splitter</b>	\$45 each	Electrical wiring/equipment that needs to be installed at the End-User's location to extend existing wiring to support the installation.
<b>Professional Installation SD-WAN Enterprise and SD-WAN Pro, MNS &amp; Managed Wi-Fi</b>	\$350 per location. Includes one tech, up to 2 hours (generally enough time to install 2 Access Points, Router/Firewalls or Security Appliances)	Subscriber must work with MegaPath Sales Engineering to complete a required technical document. Subscriber must be present at time of install to give MegaPath Technician access to location. Subscriber must receive CPE shipment and store prior to installation appointment. Additional fees will apply if the scope of work is larger than originally communicated.
<b>Self Installation Managed WiFi, SD-WAN Pro and SD-WAN Enterprise</b>	No Charge	MegaPath will waive required Professional Installation and allow Subscriber to self-install the Managed WiFi, SD-WAN Pro, and SD-WAN Enterprise Services. Subscriber is required to provide the MegaPath Project Manager with any requested information prior to install (Serial numbers, MAC ID etc.). MegaPath will provide Subscriber with a self-install guide for their use. Subscriber is permitted to install MegaPath-owned equipment. MegaPath reserves the right to send a billable Field Service Technician to resolve any issues that may occur during the self-install. If Subscriber experiences issues with not receiving the necessary coverage, Subscriber may need to remount the equipment in a new location or add additional devices.

## Fee Schedule

<b>SD-WAN Enterprise Advanced Security</b>	TBD depending on design	MegaPath reserves the right to charge additional non-recurring and recurring monthly charges for Advanced Security designs outside of our base configuration. Charges may vary depending on design.
<b>CPE Warranty Fee for Loaned CPE</b>	\$2.50 per month for each piece of loaned CPE	MegaPath will provide replacement CPE for loaned CPE pursuant to the terms set forth in the CPE Purchase, Rental, and Loaner section of the Services Exhibit.
<b>SUBSCRIBER REQUESTED SPEED CHANGES: not requiring a change in the type of service, equipment or facilities</b>		
<b>SERVICE/FEE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
<b>Upgrade</b>	No charge for upgrades	
<b>Downgrade</b>	ETFs as applicable	Early termination fees apply to downgraded components
<b>SUBSCRIBER REQUESTED SPEED CHANGES: requiring a change in the type of service, equipment or facilities</b>		
<b>SERVICE/FEE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
<b>Upgrade – Core Service Area</b>	No ETF on the original circuit	No charge for upgrades unless new equipment is required. A new term is required for the upgraded service and must be equal to or greater than the remainder of the existing Term or 12 months, whichever is greater.
<b>Upgrade – Expanded Service Areas</b>	ETFs as applicable	Treated as a new order. Early termination fees on the original order are waived if it has been active for a minimum of 12 months. A new term is required for the upgraded service and must be equal to or greater than the remainder of the existing Term or 12 months, whichever is greater and the monthly recurring charge must be equal to or greater than the existing Services.
<b>Downgrade</b>	ETFs as applicable	Early termination fees apply to downgraded components
<b>MOVES AND CHANGES (other than speed changes defined above and only if original circuit is still in term)</b>		
<b>SERVICE/FEE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
<b>ADSL, DDSL, or SDSL or Cable</b>	No ETF on the original circuit	Subscriber is responsible for installation charges associated to the new service. New CPE or CPE upgrades required will be billed to Subscriber. A new term is required and must be equal to or greater than the remainder of the existing Term or 12 months, whichever is greater.
<b>T1, Ethernet – Core Service Area (including symmetrical and asymmetrical services)</b>	No ETF on the original circuit	Subscriber is responsible for installation charges associated to the new service. New CPE or CPE upgrades required will be billed to Subscriber. A new term is required and must be equal to or greater than the remainder of the existing Term or 12 months, whichever is greater.
<b>T1 - Expanded Service Areas, International and all Other Access Types and DS3s</b>	ETFs as applicable	Treated as a disconnect and a new order (applicable Early Termination Fee will apply).
<b>SD-WAN Enterprise and SD-WAN Pro</b>	Moves may require new Professional Installation	See Professional Installation section above



## Fee Schedule

	Upgrades may require new appliance and professional installation may apply	
<b>ORDER CANCELLATION – ACCESS ONLY</b>		
*For services that have been ordered but not yet installed and where the 30-Day Satisfaction Guarantee does not apply.		
<b>SERVICE/FEE</b>	<b>AMOUNT</b>	
Within 3 days of order placement	No charge	
<b>SERVICE/FEE</b>		
<b>AMOUNT</b>		
Cable	\$75	
ADSL, DDSL, SDSL,	\$150	
T1 (Core Service Area) and Ethernet (Core Service Area) including symmetrical and asymmetrical services	\$250	
T1 – Expanded Service Areas and all other access technologies	Twelve (12) months of monthly recurring revenue for the Service	
After Installation	See applicable Early Termination Fees	
<b>INVOICING &amp; PAYMENT</b>		
<b>SERVICE/FEE</b>	<b>AMOUNT</b>	
Standard Invoice	Email	
Administrative Processing Fee	\$5.95 per Subscriber account per month (Subscribers with multiple invoices will only be charged one Administrative Processing Fee per month)	
Paper Invoice	\$10.00	
Standard Payment Method	By check, may require credit check	
Convenience Fee	For one-time payments made by phone or online via the web portal, a Convenience Fee of \$4.95 per customer site will be added to the transaction. Before the completion of the one-time payment, Subscriber will be given the option to pay using an alternative form of payment in order to avoid paying the Convenience Fee. There will be no Convenience Fee charged for automated credit card, bank ACH payments, or card-present payments made in person at one of the MegaPath offices.	
Late Payment Fee	1.5% of the unpaid balance due	
Returned Check Fee	\$25	
Reinstatement for Suspended Service	\$150	

Other: For all other non-standard items, upon Subscriber's prior approval, Subscriber will be billed at MegaPath's then-standard rate, plus materials where applicable.

### **III. Business Voice Services**

#### **A. Service Fees**

##### **1. Monthly Recurring Charges**

Subscriber is responsible for the payment of all charges for Services furnished by MegaPath as shown in the Service Order, this Fee Schedule, the Ancillary Call Rates Schedule or as otherwise agreed to between the parties. If Subscriber is purchasing both voice and data services, then the pricing set forth in the Service Order may be a bundled price for both products. Except as expressly set forth herein, all fees and charges are nonrefundable. All Voice Service sold is subject to a minimum Initial Service Term. This Initial Service Term begins on the Date of Acceptance.

##### **2. Additional Voice Services**

If at any time during the Service Term of Subscriber's Service Order containing Business Voice Services, Subscriber desires to add new Business Voice Services at the same service location reflected on the initial Service Order ("Additional Voice Services"), Subscriber may do so upon MegaPath's approval and at MegaPath's then-current list rates (unless mutually agreed upon by MegaPath and Subscriber) for those Additional Voice Services. The Service Term for such Additional Services shall be coterminous with the Initial Service Order.

##### **3. Charges Based on Duration of Use**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- Calls are measured in duration increments identified for each service. All calls that are fractions of a measurement increment are rounded up to the next whole unit.
- Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- Timing terminates on all calls when the calling party hangs up or MegaPath's network receives an on-hook signal from the terminating carrier.
- Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- All times refer to local times of Subscriber location where applicable.
- Unless otherwise indicated, mileage bands and distance are not applicable to the rates for Services.
- Unless otherwise indicated, rates do not vary depending upon day or the time of day (e.g. Day, Evening, and Night/Weekend).
- Each voice or data toll call is rated and billed in whole cents according to the following conventions:
  - Any billable call or service price-rated with a fraction of a cent less than \$0.005 will be rounded down to the nearest whole cent. Any billable call or service price-rated with a fraction of a cent of \$0.005 or greater will be rounded up to the nearest whole cent.
  - Exceptions. Special rounding arrangements may be made only through contractual arrangements.



#### **4. International Long Distance Rates**

Unless otherwise specified, International Long Distance rates are per minute of use as timed by MegaPath in seconds. Calls are billed in initial sixty (60) second increments and additional sixty (60) second increments. These rates apply to international long distance message telecommunications services furnished by MegaPath. For operator service calls, appropriate per-minute rates as described in the following section will apply, plus a call placement charge added to the first minute of each call, as shown below. An operator-dialed surcharge will be applied, if necessary. All International rates are detailed on a per country basis as specified in the Call Rates document posted on the MegaPath website at <http://www.megapath.com/pdfs/Ancillary-Call-Rates-Business-Voice.pdf>.

### **IV. MegaPath Analog Circuit for Alarm and Fax Services**

#### **A. Activation and Installation**

The one-time Activation or Installation Fee will be charged for each Service at the time of Service Acceptance.

#### **B. Service Relocation**

Subscriber's use of the Analog Circuit Services is location-specific to the site indicated in the Service Order for deployment of the Services (the "Premises"). If Subscriber elects to relocate the Premises after installation of facilities, Subscriber must submit a new Service Order for the new location and shall pay any installation and activation charges associated with delivery of Service to the new location. If Subscriber intends to vacate or relocate the Premises, Subscriber must provide MegaPath with notice terminating all Services to the installed location in accordance with the Terms and Conditions; any such action does not relieve Subscriber of any early termination fees which may be owed hereunder.

### **V. Managed Services**

#### **A. Miscellaneous Charges**

Other fees set forth in this Fee Schedule shall apply if Subscriber requests additional Services or changes to the Managed Site-to-Site VPN Services, as described above.

### **VI. Wireless Broadband**

Wireless Broadband utilizes a metered Wireless Access product at a monthly recurring charge that includes a set amount of monthly usage per individual account. MegaPath provides Subscribers the ability to pool usage amongst like plans only across all locations. MegaPath will only bill Subscriber if the aggregate usage of all Subscriber sites within that pooled plan exceed the aggregate bandwidth included in the metered plan for those locations for the monthly billing period. For example, a subscriber with a 5Gb plan that has 20 sites = 100Gb pooled usage. In this example, usage would be billed once the sum of the Subscriber's usage exceeds 100Gb. Excess usage is billed on a \$0.10 per Mb basis. Usage fees are not discountable and not negotiable with Subscriber bearing sole responsibility for all usage fees.



## Fee Schedule

Wireless Broadband Failover Service is an on demand, fully automated service, meaning Subscriber traffic only traverses the wireless connection when the primary circuit fails and the back-up connection is required. MegaPath provides Subscribers the ability to pool usage for Wireless Broadband Failover amongst like plans across all locations. MegaPath will only bill Subscriber if the aggregate usage of all Subscriber sites within that Wireless Broadband Failover pooled plan exceed the aggregate bandwidth included in the metered plan for those locations for the monthly billing period. For example, a subscriber with a 5Gb plan that has 20 sites = 100Gb pooled usage. In this example, usage would be billed once the sum of the Subscriber’s wireless failover usage exceeds 100Gb. Excess usage is billed on a \$0.03 per Mb basis. Usage fees are not discountable and not negotiable with Subscriber bearing sole responsibility for all usage fees.

## VII. Hosted Services

### A. Cloud Hosting

#### 1. Service Fees and Terms

##### Term Commitments, Changes to Fees and Early Termination Fees

Subscriber shall pay to MegaPath the MRCs set forth in the Service Order for as long as the Service is provided unless such pricing is modified by MegaPath. Upon a pricing increase from MegaPath’s vendors, MegaPath may increase Subscriber’s pricing by up to fifteen percent (15%) at any time. Any upgrade to the Service may require an increase in fees and a new Initial Service Term. All Enterprise and Private Cloud Services are sold subject to a minimum Initial Service Term, which auto-renew as described in the Terms and Conditions. If Enterprise and Private Cloud Services are terminated prior to the end of a Term, Subscriber hereby agrees to pay the Early Termination Fees for the Service.

### B. MegaPath Remote IT Support Services

#### 1. Service Fees and Terms

##### Support Business Hours

Remote IT Local Network Services support business hours are Monday-Friday, 8 a.m. to 8 p.m. Eastern Time, excluding US holidays. Requests for on-call Remote IT Support services outside these business hours are subject to per-hour charges indicated in the Other Fees above.

##### a) Fee Schedule

Listed below are the one-time charges for Remote IT services. Additional charges may apply and can be found in the Other Fees (Section II) above. Subscription services are also available and prices may vary.

Product Name	One-Time Non-Recurring Charge
Local Network Diagnosis	\$75.00
Local Network Troubleshooting	\$250.00

**b) Monthly Recurring Charges**

Subscriber is responsible for the payment of all charges for Services furnished by MegaPath as shown in their contract. Except as expressly set forth herein, all fees and charges are nonrefundable.

**c) Early Termination Fees**

All Remote IT Support subscription services are sold subject to a minimum Service Term of twelve months. The Service Term begins on the Date of Acceptance as defined below.

If the subscription service is terminated prior to the end of the initial Service Term, by MegaPath due to a breach of this Agreement by Subscriber, or by Subscriber or End-User for any reason, then End-User hereby agrees to pay the Early Termination Fees set forth in the Early Termination Fee Schedule above. In this case, Early Termination Fees for Remote IT Support Service are in addition to any applicable Early Termination Fees for other MegaPath services.

*Please Note:* As stated above, subscription services requires a minimum Service Term of twelve (12) months. If Subscriber purchases Remote IT Support Subscription Services, this may require existing MegaPath customers with other services extend the Service Terms of those other services.

**Exclusions, Restrictions, and Minimum Requirements**

Support applies only to an existing office local network, and excludes training and troubleshooting for devices (such as computers, laptops, tablets, servers, and smartphones) other than establishing connectivity to the local area network. The costs for on-site support and the hardware, software, and internet services necessary to support the network are the responsibility of the customer.

The following are the minimum system requirements for Remote IT Support service troubleshooting:

- Windows XP SP3 (limited support), Windows Vista, Windows 7, Windows 8, or Mac OS X (10.6 and greater)
- a high speed Internet connection

Unless otherwise noted the following are not supported:

- Implementation of new VPN (*Note: Support for existing IT infrastructure and VPN is covered.*)
- Installation and configuration of new Switch / Firewall / Router Setup
- Cisco Networking appliances
- DNS Registrar Migration
- Cabling

The Services shall not include any tasks which:

- invalidate or could potentially invalidate manufacturer warranties', or
- constitute or could potentially constitute rooting or jailbreaking; or
- replace or upgrade an existing OS installation.

The Services will not be performed on devices that have been rooted or jailbroken or if the manufacturer's warranty has been invalidated. Services will be immediately terminated on any devices which have been rooted, jailbroken, or if the manufacturer's warranty has been invalidated. Subscriber is responsible for maintaining devices to ensure compliance. Services will not be provided on illegal or unlicensed copies of applications, including OS software.

**VIII. Definitions**

The following definitions are used throughout this document as specified below:  
Fee Schedule 9-1-18

## Fee Schedule

Term	Definition
<b>800 number</b>	Toll free number
<b>9-1-1</b>	The three-digit number reserved for use as an emergency telephone number throughout the United States.
<b>Access Policy</b>	The policy used to determine and administer the applications within a Subscriber's networks that an End User may access via the Secure Access System. The Access Policy determined by Subscriber, within parameters defined by MegaPath, must be capable of enforcement by the MegaPath System, and is provided by Subscriber to MegaPath for incorporation into the MegaPath System.
<b>Accredited User</b>	An End User to whom Subscriber has provided security credentials to enable access to Subscriber's Secure Access System.
<b>ADSL</b>	"Asymmetric Digital Services Line", a technology for providing last-mile Broadband Access Service to an End-User wherein the speed of data transmission from the CO to the End-User's premises is substantially higher than the speed in the other direction.
<b>ADSL Dedicated Line</b>	A form of ADSL that is not line shared and does not require voice service from the ILEC. ADSL Dedicated Line is ideal for End Users who have non-ILEC voice or who have plans to move to a voice over IP (VOIP) product in the future.
<b>ALI</b>	Automatic Location Identification; a 9-1-1 feature by which the name, address, and responding agencies associated with the number of the telephone used to dial 9-1-1 is displayed at the PSAP at the time the call is answered.
<b>ANI</b>	Automatic Number Identification; a service that provides the receiver of a telephone call with the number of the calling phone.
<b>Anomaly</b>	An attack that that is not defined as a specific attack but behavior that indicates that an attack is underway
<b>Anti-Virus</b>	Technologies that detect, quarantine and remove malware (malicious software), this includes Viruses, Trojans, Worms, Greyware and Spyware.
<b>ATA</b>	Analog Telephone Adaptor – used to connect analog telephones for IP Telephony service.
<b>Broadband</b>	A transmission facility that has bandwidth (capacity) greater than a voice grade line of 3 kHz.
<b>BTN</b>	Billing Telephone Number; primary telephone number used for billing regardless of the number of lines associated with that number.
<b>CAB</b>	A compressed file format utilized by Microsoft.
<b>Cable</b>	MegaPath's Business-Class Cable Broadband Access Service provides always-on high speed Internet access via a coaxial cable from the End-User's location to the nearest Cable Head-end using facilities provided by Cable TV last-mile carriers. This cable line is shared with the regular cable television line.
<b>Cable (Bus)</b>	Cable service delivered to a business location.
<b>Cable (Res)</b>	Cable service delivered to a residential location.
<b>Circuit Term</b>	Minimum length of time that a circuit must be installed to not incur Early Termination Charges if disconnected. Also known as Service Term.
<b>CLEC</b>	Competitive Local Exchange Carrier; a company authorized to provide local exchange services in competition with an ILEC.
<b>CO</b>	The telephone company "Central Office" to which the End-User is connected via the Broadband Access circuit.
<b>Codec</b>	A contraction of coder and decoder; a device that encodes analog signals into digital signals, for transmission through a network in digital format, and decodes received digital signals back into analog signals.
<b>Content Filtering</b>	Technology that enables end-user to control web usage by blocking objectionable or unsafe web access through selection of specific categories.
<b>CPE</b>	Customer Premises Equipment located on-site at Subscriber's premises, or located at any other location, the access to which is controlled by Subscriber (e.g., a data center operated by an outsourcer or MegaPath), and which perform the MegaPath System's proxy, encryption, authentication and application access functions.
<b>Data Center</b>	Those parts of the MegaPath System consisting of the servers and systems responsible for network systems monitoring and management, delivery of the Service Management Console, and Secure Access System administration services (but not data traffic encryption), including without limitation the portal(s) provided by MegaPath and accessed by End Users to use the Secure Access System.
<b>Demarc or Demarcation Point</b>	The point at the Customer premises where the loop from the telephone company meets the premises wiring.
<b>DHCP</b>	Dynamic Host Configuration Protocol.
<b>Dial-UP</b>	Access Service that enables access to the Internet over regular telephone lines via a modem.
<b>DID</b>	Direct Inward Dialing.
<b>DNIS</b>	Dialed Number Identification Service.
<b>DOD</b>	Direct Outward Dialing.
<b>DoS/DDoS</b>	Denial of Service and Distributed Denial of Service, a class of attacks that prevent a server and or application from functioning. A Distributed Denial of Service Attack is when the attack originated from more than one location.
<b>DS3</b>	A technology for supplying last-mile Broadband Access to an End-User at symmetric speeds up to 44.73 Mbps.
<b>DSL</b>	Digital Subscriber Line service; a form of broadband access
<b>Dynamic IP</b>	An IP address that is assigned to the client for the current session or some other specified amount of time.

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<b>Edge</b>	On premise device (CPE) associated with SD-WAN Enterprise that performs routing, measurement, control etc.
<b>E-911</b>	Enhanced 9-1-1; a method of routing 9-1-1 calls to a PSAP that uses a user location database to determine the location to which a call should be routed.
<b>End-User</b>	The individual or corporate entity utilizing this Service.
<b>Error</b>	Any failure of the MegaPath System that causes the Services not to comply materially with the Service Levels, or with the other specifications set forth in this Services Exhibit and the most recent applicable network administrator technical documentation provided by MegaPath to Subscriber.
<b>ESN</b>	Emergency Service Number; the number assigned to each residence, business, and coin telephone, which is determined by a specific law enforcement, fire station, and emergency medical service zone; number used to deliver calls to the proper PSAP.
<b>Ethernet</b>	A local-area network (LAN) protocol developed by Xerox Corporation in cooperation with DEC and Intel in 1976. It is one of the most widely implemented LAN standards. Ethernet is also used to refer Ethernet-based access services offered over technologies such as Ethernet over Copper, Ethernet over DS1, Ethernet asymmetrical services, Ethernet over DS3 and Ethernet over Fiber.
<b>FCC</b>	Federal Communications Commission; a government agency that regulates telecommunications and other broadcast medium.
<b>Firewall</b>	A firewall is technology that specifically allows or blocks network communications based off of source, destination, applications / protocol and action.
<b>Fix</b>	A modification or an addition to the MegaPath System that overcomes an Error or security compromise when made or added to the MegaPath System.
<b>FOC</b>	Firm Order Confirmation / Commitment.
<b>FTP</b>	File Transfer Protocol; a communications link between a PC and the MAPS workstation allowing quick transfer data to and from distant or local PCs.
<b>G.711</b>	Describes the 64-kbps PCM voice-coding technique for digital voice delivery in the PSTN or through PBXs; G.711 provides lower bandwidth and slightly higher quality of service and G.729 provides much higher bandwidth with minimal change in service quality.
<b>Gateway</b>	SD-WAN Enterprise network element implemented within MegaPath Core or 3 <sup>rd</sup> party network that provides last mile performance optimization and interconnection with private and public networks.
<b>GUI</b>	Graphical User Interface.
<b>HTTP</b>	Hyper Text Transfer Protocol (HTTP), the actual communications protocol that enables Web browsing.
<b>HTTPS</b>	HTTP Over SSL. Protocol enabling the secured transmission of Web pages.
<b>IAD</b>	Integrated Access Device – an intelligent router that has built in data and voice cards.
<b>IDSL</b>	"ISDN Digital Subscriber Line", a technology for providing Broadband Access Service to an End-User using the Integrated Services Digital Network ("ISDN"), which enables service similar to SDSL at distances greater than the limit for SDSL, although only at speeds of 144k in each direction.
<b>ILEC</b>	"Incumbent Local Exchange Carrier", the phone company that actually owns the wires bringing telephone service to the End-User's premises.
<b>IM</b>	Instant Messaging; a protocol used by chat programs.
<b>IMAP</b>	Internet Message Access Protocol IMAP is gradually replacing POP as the main protocol used by email clients in communicating with email servers.
<b>Intrusion Prevention</b>	Technologies that operate at Layer 4 and above which look for sophisticated attacks as well as logic that combats emerging or new attacks and threats.
<b>IP</b>	Internet Protocol.
<b>IPsec Client Software</b>	The machine-executable version(s) of the client software code, including any Updates thereto, that MegaPath provides Subscriber for use on PCs.
<b>IPSEC Software</b>	The Client Software and VPN Concentrator Software, collectively, as well as associated end user documentation. The use of the Services and all Software is subject to the manufacturer's License Agreement either attached to this Exhibit or as provided with the Software.
<b>ISDN</b>	"Integrated Services Digital Network", a technology for providing last-mile Broadband Access to an End-User via a specialized dial-up phone line at symmetric speeds of 64kbps (single-channel ISDN) or 128kbps (dual-channel ISDN), PRI (24 channel) or BRI (2 channel).
<b>IVR</b>	Interactive Voice Response.
<b>IW</b>	"Internal Wiring", connections between the MPOE and the location where the End-User wishes to place the CPE; this is required for all circuits other than ADSL and is performed by a MegaPath technician.
<b>IXC</b>	Inter Exchange Carrier.
<b>Last-Mile Carrier</b>	The company that provides the DSL circuit from their equipment in the CO to the End-User's premises. In providing such circuits, the Last-Mile Carrier is operating under contract to MegaPath and has no direct contractual relationship to either End-User or Subscriber.
<b>LATA</b>	"Local Access and Transport Area", a geographic region assigned to one or more telephone companies for providing communication services. Calls within a LATA are "Local" or "Local Toll", calls outside a LATA are "Long-Distance". Most major metro areas fall within a single LATA, except for areas like New York City that span state boundaries.
<b>Layer-2</b>	The second or "Data Link" layer of the Open System Interconnection ("OSI").
<b>Layer-3</b>	The third or "Network" layer of the Open System Interconnection ("OSI").

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<b>Layer-4</b>	Layer 4 refers to the fourth layer in the OSI model. This layer provides transparent transfer of data between end systems, or hosts, and is responsible for end-to-end error recovery and flow control.
<b>LCA</b>	Local Calling Area.
<b>LDS</b>	Local Distance Service.
<b>LEC</b>	Local Exchange Carrier.
<b>LNP</b>	Local Number Portability; Defined in the Telecommunications Act of 1996 as the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
<b>LOA</b>	Letter of Agency / Authorization / Agreement / Authentication.
<b>Managed Network Services</b>	Managed Network Services consist of MegaPath Managed IPsec VPN, Managed Firewall and Managed Security which includes Intrusion Detection and Prevention as well as content filtering and anti-malware.
<b>MACD</b>	Moves, Adds, Changes, Disconnects.
<b>MB</b>	Mega Byte, a size definition for data
<b>MegaPath Network</b>	The communications links, equipment, and facilities owned, operated, or contracted for by MegaPath in order to provide the Broadband Access service purchased by Subscriber. This network does not include the CPE, any inside wiring, or local area network (LAN) equipment at the End-User site, or any network links, equipment, or facilities not owned, operated or contracted for by MegaPath.
<b>MegaPath System</b>	MegaPath's proprietary software and any equipment or other software owned or licensed (as licensee) by MegaPath, and, to the extent that MegaPath solely controls their performance, any internal and external connections to Subscriber's network.
<b>MIME/UU</b>	MIME stands for Multipart Internet Mail Extensions. UU stands for Unix to Unix. To MIME/UU a file is to compress and encrypt a file or email into an archive so that it occupies less disk space.
<b>MOU</b>	Minutes of Usage
<b>Mobility Client Software</b>	The machine-executable version(s) of the client software code, including any Updates thereto, that MegaPath provides Subscriber hereunder to enable End-Users to access and use Mobility Dial. The use of Mobility Dial and all Software is subject to the License Agreement attached to this Exhibit.
<b>MPLS</b>	Multi-protocol Label Switched
<b>MPOE</b>	"Minimum Point Of Entry", the location at the End-User's premises where the ILEC places the equipment needed to connect its wires to the End-User's inside wiring
<b>MRC</b>	"Monthly Recurring Charge", the amount charged each month to Subscriber by MegaPath for any individual End-User Circuit
<b>MTTR</b>	Network Mean Time to Repair
<b>NANP</b>	North American Numbering Plan; a numbering architecture in which every station in the area served by the plan is identified by a unique 10-digit address
<b>NAT</b>	Network Address Translation; the translation of an IP address used within one network to a different IP address known within another network
<b>NENA</b>	National Emergency Number Association
<b>NES</b>	No Emergency Service. Services with this designation are provided without 911 type emergency services.
<b>Network Operations Center or NOC</b>	Those parts of the MegaPath System used by MegaPath to monitor Subscriber's system performance, manage the CPE and policies, and resolve technical issues.
<b>NPA</b>	Numbering Plan Area; also called area code
<b>NRC</b>	Non-Recurring Charge
<b>NXX</b>	Geographically bounded area designated as the area within which a LEC or CLEC may provide local exchange telecommunication services bearing a particular NPA-NXX designation
<b>OA</b>	Operator Assistance
<b>Orchestrator</b>	Centralized management portal associated with SD-WAN Enterprise used by MegaPath and Customers. Also known as Dashboard, Portal or User Interface
<b>OS</b>	Operator Services
<b>OSS</b>	Operations Support System
<b>PBX</b>	Private Branch Exchange
<b>Policy</b>	Policy is a collection of configuration information, rules, that constitutes an effect to be applied to data communications
<b>Policy Modification Procedure</b>	A written procedure determined by MegaPath after consultation with Subscriber, and which describes how Subscriber's options under the Access Policy may be modified.
<b>POP3</b>	POP3 is the abbreviation for Post Office Protocol - a data format for delivery of emails across the Internet.
<b>POTS</b>	Plain Old Telephone Service; refers to the standard telephone service that most homes use
<b>PPP</b>	Point to Point Protocol. An Internet protocol for connecting computers over a serial line
<b>PRI</b>	Dedicated voice circuits that have 23 voice channels plus 1 B channel for signaling
<b>Primary Location</b>	Generally the End-User's headquarters if MegaPath is providing Broadband Access to that location; otherwise the End-User's location with the highest speed Broadband Access provided by MegaPath. Email and other such services are associated with the Primary Location circuit for administrative and billing purposes, but are available to all End-Users. Each End-User has only one Primary Location by definition

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<b>Production Date</b>	First to occur of (i) the date on which Subscriber first uses the Secure Access System for non-testing, production purposes, (ii) the date on which MegaPath first makes the Secure Access System available for production use, or (iii) except to the extent that MegaPath's failure to comply with its obligations under the Services Exhibit results in a delay in Subscriber or MegaPath making the Secure Access System available for production use, the date occurring thirty (30) calendar days after the applicable Service Order Form effective date.
<b>Professional Install</b>	A Professional Install is one in which MegaPath utilizes a field service technician to install additional value added services such as VPN or to complete an installation to an end-user premises. This type of install is usually done after the Provider Installation, but may be done at the same time depending on the underlying circuit type and carrier.
<b>Provider Installation</b>	Provider Installation is defined as a basic installation (as described in the appropriate exhibit) for a circuit. The basic installation is designed to turn the circuit up so that it may be used to pass Internet traffic. The installation is usually supplied by the underlying carrier, but may also be a MegaPath contracted field technician also referred to as a Professional Install.
<b>PSAP</b>	Public Safety Answering Point; an answering location for 9-1-1 calls originating in a given area
<b>PSTN</b>	Public Switched Telephone Network; the international telephone system based on copper wires carrying analog voice data
<b>QoS</b>	Quality of Service
<b>Rate Center</b>	Geographically specified area used for determining mileage- and/or usage-dependent rates in the PSTN
<b>RBOC</b>	Regional Bell Operating Company
<b>ROW</b>	Rest of World
<b>RTP</b>	Real Time Protocol
<b>Ruleset</b>	A collection of configuration information associated with access control containing source and destination and action elements
<b>SDSL</b>	"Symmetric Digital Subscriber Line", a technology for providing last-mile Broadband Access Service to an End-User wherein the speed of data transmission between the End-User's premises and the CO is essentially the same in both directions
<b>SD-WAN Enterprise Customer Portal</b>	Centralized management portal associated with SD-WAN Enterprise used by MegaPath and Customers. Also known as Dashboard, Orchestrator or User Interface
<b>Secondary Location</b>	Any End-User location receiving MegaPath Broadband Access other than the Primary Location.
<b>SSL VPN Core Services</b>	A computer network which is provided and managed by MegaPath to a Subscriber under a Service Order Form, that uses Internet protocols and the public telecommunication system to provide access to and use of computer applications located on such Subscriber's networks to Subscriber's End Users.
<b>Service Interruption</b>	Total inability to transfer data from the End-User's MPOE to known operational IP addresses on the public network
<b>Service Levels</b>	The service level commitments applicable to the Services set forth in this Services Description.
<b>Service Management Console</b>	One or more web pages maintained by MegaPath specifically for Subscriber, to which only Subscriber and MegaPath have access, and by which Subscriber and MegaPath can communicate on an encrypted basis regarding Secure Access System and End User administration and management.
<b>Service Order</b>	An order for service which may be submitted by Subscriber in compliance with MegaPath's order placement procedures including either the single or bulk order entry facility in the provided Customer Portal or manual order entry and enroll service of a written Service Order Form.
<b>Service Order Form</b>	A written authorization executed by Subscriber and MegaPath, which provides details of the "Services" elected by the Subscriber and the applicable fees and conditions for those services. The Service Order Forms and Fees trigger MegaPath's obligation to deliver the Services to the Subscriber and the Subscriber's obligation to pay MegaPath for such Services.
<b>Services</b>	The services that are to be performed by MegaPath under this Services Description on behalf of a Subscriber under a Service Order Form.
<b>SIP</b>	Session Initiation Protocol; a protocol that provides telephony services similar to MGCP, but is less complex and uses fewer resources
<b>SLA's</b>	"Service Level Agreement," a set of service performance assurances and remedies applicable to various Services. Subscriber or End-User may receive these remedies by following the procedures set forth in the SLA document
<b>SMTP</b>	Simple Mail Transfer Protocol - a protocol used to send and receive email.
<b>SOF</b>	Service Order form
<b>Spam</b>	Unsolicited or mass distributed email
<b>Static IP</b>	An assigned IP address used to connect to a TCP/IP network. The IP address stays assigned to the specific host or network device, so the same address can always be used to reach that device.
<b>Subscriber</b>	The entity or organization under an Enterprise Master Services Agreement with MegaPath. Subscriber and Customer are used interchangeably herein.
<b>Syslog</b>	A server used by other hosts to remotely record logging information

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<b>T1</b>	A technology for supplying last mile Broadband Access Service to an End-User at symmetric speeds up to 1.544 Mbps
<b>TA</b>	Terminal Adaptor
<b>TCP</b>	Transmission Control Protocol
<b>TCP/IP</b>	A collection of protocols that define the basic workings of the features of the Internet
<b>TDM</b>	Time Division Multiplexer
<b>Tier 1 Support</b>	(a) All phone, email or Web-based support-related communications with an End User; (b) the collection of problem incident information; (c) the gathering of system/network status and configuration information; (d) the performance of initial diagnostics; (e) review of MegaPath's technical knowledgebase for similar issues, and (f) supplying initial recommendations for problem resolution.
<b>Tier 2 Support</b>	(a) The assignment of appropriately trained support personnel to resolve problems; (b) development of a formal incident report including any information gathered in Tier 1 Support activities; (c) provision of diagnostic support; and (d) attempted recreation of the problem.
<b>Tier 3 Support</b>	The escalation of any Error that cannot be resolved via Tier 1 or Tier 2 Support efforts to MegaPath for resolution.
<b>TN</b>	Telephone Number
<b>Trouble Ticket</b>	A record created by an automated tracking mechanism within MegaPath's Technical Support department. Each Trouble Ticket is automatically time stamped at the moment a MegaPath technician takes a call or starts working an email from a Subscriber or End-User. This Trouble Ticket timestamp is used to determine the date of effective notice required for all Service Delivery Agreements; the act of "opening" a Trouble Ticket is the only way of providing effective notice for such purposes
<b>UDP</b>	User Datagram Protocol
<b>Update</b>	An updated, revised, or enhanced version of the Client or Software that MegaPath provides to Subscriber as part of the technical support services
<b>URL</b>	"Uniform Resource Locator," this is the address of a resource on the Internet.
<b>VM</b>	Voice Mail
<b>VoIP</b>	Voice over Internet Protocol; voice delivered using the IP address
<b>VPN</b>	"Virtual Private Network", is a method for connecting private networks or locations by using public networks in such a manner that it looks like a single logical network to the End-Users and applications. VPNs create encrypted virtual tunnels using industry standard protocols, such as IPSec and SSL, from End-User's remote locations to its host location(s) through MegaPath's national private network and, if needed, the Internet
<b>VPN Equipment</b>	The network or Subscriber premise based VPN hardware devices, associated software code, including any Updates thereto, and management infrastructure that MegaPath provides Subscriber hereunder to enable Subscriber's users to establish encrypted tunnels to the corporate network. The management infrastructure means the necessary equipment required at Subscriber's premise to provide on-going monitoring and management services, and to speed remote troubleshooting and diagnostics from the MegaPath NOC
<b>Whitelist/Blacklist</b>	A whitelist is one or more url's specified as an explicit "allow" action facilitating the ability for web clients to access the specified url(s). A blacklist is one or more url's specified as an explicit "deny" action facilitating the blocking of web clients to access the specified url(s)
<b>Workaround</b>	A set of procedures that Subscriber or End Users may follow to circumvent or mitigate the impact of an Error or security compromise, notwithstanding that the Error or compromise still exists. MegaPath may provide a temporary Workaround in lieu of a Fix.
<b>WTN</b>	Working Telephone Number; all of the TNs associated to the BTN
<b>ZIP</b>	To zip a file is to compress it into an archive so that it occupies less disk space