



ATTACHMENT FOR MPLS SERVICE

THIS **ATTACHMENT FOR MPLS SERVICE** (“ATTACHMENT”) shall be attached to and become a part of the PRODUCTS AND SERVICES AGREEMENT (“AGREEMENT”) by and between INTELLETRACE, INC (“INTELLETRACE”) and CUSTOMER as identified in AGREEMENT. In consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the PARTIES hereby agree as follows:

1. SCOPE OF THE ATTACHMENT.

1.1 This ATTACHMENT sets forth the terms and conditions under which INTELLETRACE agrees to provide to CUSTOMER and CUSTOMER agrees to procure from INTELLETRACE certain MPLS Service to be defined herein (“Service”).

1.2 All of the terms and conditions set forth in the AGREEMENT (including without limitation, provisions addressing Service Order, payment of charges, suspension of service, limitation of liability, indemnity and force majeure) will apply to ATTACHMENT. Solely with respect to MPLS Service, in the event of any conflict between the terms and conditions set forth in the AGREEMENT and this ATTACHMENT, the terms and conditions set forth in this ATTACHMENT will control.

2. DEFINITIONS.

The following terms shall have the following meanings:

2.1 AGREEMENT shall mean the PRODUCTS AND SERVICES AGREEMENT, including all Attachments and Service Orders.

2.2 CUSTOMER shall mean the person or entity to which Service is sold pursuant to this ATTACHMENT.

2.3 Due Date shall mean the date payment must be received by INTELLETRACE for the Service provided to CUSTOMER under this ATTACHMENT. The Due Date applicable to Service provided hereunder shall be as set forth herein.

2.4 Effective Date shall mean the date on which Service is deemed to have commenced under this ATTACHMENT. Unless otherwise agreed, the Effective Date shall be the earlier of: (i) the first date of use of the Service by CUSTOMER; or (ii) the Firm Order Completion (“FOC”) date as conveyed to CUSTOMER prior to the FOC date.

2.5 End User shall mean a person or entity to which CUSTOMER will provide telecommunications services utilizing, in whole or in part, the Service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.6 Service shall mean any telecommunications service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.7 Service Order shall mean the written executed request by CUSTOMER for Service using the INTELLETRACE Order Form in effect at the time of the order. A Service Order shall be deemed incorporated herein at the time it is executed and approved by INTELLETRACE.

2.8 Service Order Term shall mean the minimum period of time for which CUSTOMER commits to purchase the Service specified in the Order Form. If no Service Order Term is notated, then the Service Order Term will default to twelve (12) months.

3. DESCRIPTION OF SERVICE.

INTELLETRACE'S MPLS Service is an IP VPN solution that provides customers with secure, any-to-any connectivity between their enterprise sites. The MPLS protocol is utilized to interconnect the CUSTOMER network and maintain data privacy. Service will be provided by INTELLETRACE and Underlying Carrier (hereinafter "CARRIER"). The entire usable bandwidth for each Service is available to CUSTOMER for its exclusive use, twenty-four hours a day, seven days a week.

4. RATES AND CHARGES.

The rates and charges applicable to Service will be outlined in each Service Order.

4.1 MPLS Core Service Components.

4.1.1 **Local Access Facilities.** CUSTOMER will pay INTELLETRACE a Monthly Recurring Charge (hereinafter "MRC") and Non-Recurring Charge (hereinafter "NRC") for Local Access Facilities which connect the CUSTOMER to the MPLS Port.

4.1.2 **MPLS Port.** Each CUSTOMER location will require a MPLS Port. MPLS Ports range from 1.5 Mbps to 10 Gigabit Ethernet, depending upon availability. CUSTOMER will pay INTELLETRACE a MRC and NRC for each MPLS Port.

4.1.3 **Additional network configurations or capabilities, including Class of Service (hereinafter "CoS"),** may be made available. Depending on the specific CUSTOMER solution, additional pricing may apply.

5. TERM.

The term of this ATTACHMENT shall begin on the Effective Date and shall continue for an Initial Term as stated on the Order Form (the "Initial Term"). At the end of the Initial Term, this ATTACHMENT will automatically renew for an additional twelve (12) months (the "Renewal Term") until either Party serves the other Party with written notice of such Party's intent not to renew the Services at least sixty (60) days prior to expiration of the then current term. The Initial Term and any Renewal Term are collectively referred to as the "ATTACHMENT Term".

6. ORDERING PROCEDURES FOR SERVICE.

6.1 Service Order. If an electronic format is available to transmit Service Orders from CUSTOMER to INTELLETRACE, this format will be used. If an electronic format is utilized, INTELLETRACE will follow any OBF standards for use thereof. If an electronic format cannot be utilized, CUSTOMER will transmit Service Order to INTELLETRACE via facsimile, or scan/email. In the event CUSTOMER submits a Service Order that is inconsistent with any of the terms of INTELLETRACE's Service Order or this ATTACHMENT, then the Service Order will be treated as a counteroffer and will be binding only if accepted by INTELLETRACE.

6.2 Contacts and Escalation. INTELLETRACE will provide a complete list of contacts for the Service provided to CUSTOMER.

6.3 Service Order Issuance – INTELLETRACE will acknowledge receipt and request any corrections or clarifications by the end of the next business day following receipt of a Service Order. All intervals are measured from INTELLETRACE's receipt of a complete and accurate Service Order.

6.4 Firm Order Commitment ("FOC") - INTELLETRACE will provide an FOC to CUSTOMER. The FOC to CUSTOMER will provide any applicable Service intervals as well as a committed installation date ("FOC Date").

6.5 Design Layout Report ("DLR") - INTELLETRACE will provide DLR information.

7. DEMONSTRATION OF A WORKING CONNECTION. CARRIER will use the following methods to demonstrate that its MPLS Service is functioning between the CARRIER'S equipment and CUSTOMER's equipment, as specified. These methods will determine whether INTELLETRACE has met its obligations to provide a working interconnection with the CARRIER's routing equipment:

7.1 MPLS Service.

7.1.1 If CUSTOMER has no terminating equipment installed at CUSTOMER's end of the circuit, CUSTOMER or CARRIER provide an electrical loopback at the furthest reasonable point. CARRIER will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

7.1.2 If CUSTOMER installs a CSU/DSU, CARRIER will send a loopup command to the CSU/DSU and will perform the same tests as in 7.1.1 above, provided the CSU/DSU responds to the loopup command.

7.1.3 If CUSTOMER has a working router attached to the CSU/DSU, CARRIER will perform the tests in 7.1.2, and CARRIER will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then INTELLETRACE has met its obligation for connectivity between CUSTOMERs location and CARRIER'S terminating equipment.

8. SERVICE CHARGES AND INVOICES.

CUSTOMER shall be invoiced monthly in advance for: (i) the monthly recurring charges (prorated for any partial month) based on the rates set forth in the applicable Service Order, and (ii) the charges for other services ordered by CUSTOMER. The first invoice shall be for the first two (2) months (prorated for any partial month) of the Term. All usage services are invoiced based on usage for the immediate preceding month.

9. INSTALLATION.

Installation may be scheduled between the hours of 9 AM and 6 PM ET, Monday through Friday (excluding holidays). If installation is required outside of these hours, there is an additional fee of \$750.

10. EQUIPMENT OR SOFTWARE NOT PROVIDED BY INTELLETRACE.

10.1 Except as otherwise agreed to by the parties, INTELLETRACE shall not be responsible for the provision and installation of equipment or software not provided by INTELLETRACE; nor shall INTELLETRACE be responsible for the transmission or reception of information by equipment or software not provided by INTELLETRACE.

10.2 It is expressly understood that CUSTOMER shall be responsible for the use and compatibility of equipment or software not provided by INTELLETRACE. In the event that CUSTOMER uses equipment or software not provided by INTELLETRACE which impairs CUSTOMER's use of the Service, CUSTOMER shall nonetheless be liable for payment for the Service. Upon notice from INTELLETRACE that the equipment or software not provided by INTELLETRACE is causing or is likely to cause hazard, interference or Service obstruction, CUSTOMER shall eliminate the likelihood of hazard, interference or Service obstruction. At CUSTOMER's request, INTELLETRACE will trouble shoot difficulties caused by equipment or software not provided by INTELLETRACE. CUSTOMER shall pay INTELLETRACE for these troubleshooting Services at current prevailing rates.

10.3 INTELLETRACE shall not be liable if changes in the Service cause CUSTOMER's equipment or hardware to become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware.

10.4 In the event CUSTOMER provides one or more routers to interface with the Service, the following terms apply:

10.4.1 INTELLETRACE reserves the right to allow or reject the make, model and or software revision of CUSTOMER-provided router to be used as the gateway to the Service.

10.4.2 CUSTOMER will cooperate with INTELLETRACE in setting the initial configuration for the router's interface into the Service.

11. RIGHTS AND OBLIGATIONS OF INTELLETRACE; DISCLAIMER OF WARRANTIES.

11.1 INTELLETRACE shall operate and maintain the Service. CUSTOMER shall be responsible for maintaining its own network and routers that interface with the Service. INTELLETRACE shall not be responsible for cabling that connects equipment not provided by INTELLETRACE to INTELLETRACE Equipment or the Service. CUSTOMER may contact support@INTELLETRACE.net with questions.

11.2 CUSTOMER agrees that INTELLETRACE Equipment may not be used for unauthorized purposes. Equipment provided by INTELLETRACE to CUSTOMER is owned and controlled by INTELLETRACE, unless sold to CUSTOMER, and such equipment will be returned to INTELLETRACE upon termination of this ATTACHMENT. CUSTOMER hereby grants to INTELLETRACE the right to recover INTELLETRACE Equipment from CUSTOMER's premises upon termination of this ATTACHMENT or any Service Order.

11.3 CUSTOMER understands that CUSTOMER, End Users, and CUSTOMER's authorized users may access the Internet through the Service. CUSTOMER understands further that, except for certain products and Services specifically offered by INTELLETRACE, neither INTELLETRACE nor any of its affiliates operates or controls the Internet in any way, and all merchandise, information and Services offered or made available or accessible over the Internet are offered or made available or accessible by third parties who are not affiliated with INTELLETRACE or its affiliates. **CUSTOMER assumes total responsibility and risk for CUSTOMER's use and End Users' and authorized users' use of the Service and the Internet. Neither INTELLETRACE nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or Service provided through the Internet, and neither INTELLETRACE nor its affiliates shall be liable for any cost or damage arising either directly or indirectly from any such**

transaction. It is solely CUSTOMER's responsibility and End Users' and CUSTOMER's authorized users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or on the Internet generally.

11.4 The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by INTELLETRACE, its affiliates or its contractors or their respective employees shall create a warranty. Neither INTELLETRACE nor its affiliates warrants that the Service will be uninterrupted or error free..

11.5 If CUSTOMER is dissatisfied with the Service or with any terms, conditions, rules, policies, Guidelines, or practices of INTELLETRACE in operating the Service, CUSTOMER's sole and exclusive remedy is to terminate the Service Order in accordance with the AGREEMENT.

17. FAILURE TO COMPLY WITH ATTACHMENT

17.1 INTELLETRACE may deny CUSTOMER access to all or part of the Service, or may suspend CUSTOMER's access or refuse to post or remove any information or materials proposed to be posted by CUSTOMER or CUSTOMER's authorized users, if any conduct or activity violates any of the terms and conditions in this ATTACHMENT; provided that INTELLETRACE will give CUSTOMER twenty-four (24) hours prior notice and opportunity to cure the violation prior to suspension of the Service. Notwithstanding the foregoing, in the event of an emergency, INTELLETRACE reserves the right to immediately suspend Service to prevent degradation of network integrity. If INTELLETRACE suspends Service because of such a violation, CUSTOMER and CUSTOMER's authorized users shall have no right to access any materials or third party services, merchandise or information stored on the Internet through INTELLETRACE Services, and CUSTOMER shall have no right to credit(s) related to such unavailability of Service. INTELLETRACE shall not be responsible for notification of the suspension to any party other than CUSTOMER.

17.2 Notwithstanding the foregoing, in the event CARRIER'S system integrity is threatened or INTELLETRACE is served with any court or governmental order requiring suspension or termination of Service, INTELLETRACE may suspend or terminate Service immediately.

18. ENTIRE ATTACHMENT.

This ATTACHMENT sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The ATTACHMENT will remain in full force and effect except as modified herein.