

**SCHEDULE TO MASTER SERVICE AGREEMENT
FOR PURCHASED EQUIPMENT**

Version 2010.1.0

This Schedule contains the terms and conditions applicable to the sale of any third-party hardware, software and tangible equipment and intangible computer code contained therein (the "Purchased Equipment") by Highwinds Network Group, Inc. ("Highwinds") to Customer. Such terms are in addition to, and not in lieu of the Master Services Agreement executed by Customer and Highwinds (the "MSA") and General Terms and Conditions. Capitalized terms used but not otherwise defined herein shall have the same meanings given for such terms in the MSA and General Terms and Conditions.

1. Purchase and Sale of Equipment. If indicated on an Order, Customer may request to purchase from Highwinds, and Highwinds may agree to sell to Customer, certain Purchased Equipment identified on the Order. In the event Customer cancels a previously accepted Order prior to shipment, Highwinds reserves the right to assess cancellation charges as set forth in the MSA.

2. Purchase Price; Payment. Customer shall pay to Company the purchase price set forth in the applicable Order ("Purchase Price") for each item of Purchased Equipment. Unless otherwise set forth in an Order, the Purchase Price is due and payable prior to shipment of the Purchased Equipment. The Purchase Price shall not be subject to set-off for claims of Customer. Acceptance by Highwinds of less than full payment shall not be a waiver of any of its rights to collect the remainder due.

3. Delivery; Acceptance. All Purchased Equipment shall be shipped to the Customer location designated by Customer F.O.B. Highwinds' vendor's facility. Customer shall be responsible for all shipping charges with respect to the Purchased Equipment. Upon delivery, Customer shall promptly inspect and either accept or reject the Purchased Equipment. Customer must inspect the Purchased Equipment no later than two (2) business days from delivery and Customer's failure to reject Purchased Equipment during that time period shall, as between Customer and Highwinds, constitute Customer's acceptance of the Purchased Equipment. In the event the Purchased Equipment does not conform to the manufacturer's specifications, Customer may return the Purchased Equipment to the applicable manufacturer in accordance with such manufacturer's warranties and documentation for the Purchased Equipment. Any delivery date or dates or period for delivery is approximate and not a guarantee. Risk of loss with respect to Purchased Equipment shall pass to Customer at the time the Purchased Equipment is delivered to the applicable common or private carrier. In the event that any force majeure event, as described in the MSA, prevents or delays delivery of the Purchased Equipment, Customer shall be required to accept delivery and pay the agreed price when the causes interfering with delivery are removed.

4. Title. Customer shall acquire title to the Equipment upon full payment of the purchase prices set forth herein. Notwithstanding the foregoing, Highwinds and Highwinds' suppliers and vendors shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this MSA.

5. Limitation of Warranties and Liability. Customer acknowledges that the Purchased Equipment is manufactured by third parties and that Customer has selected the Purchased Equipment without reliance on any statements made by Highwinds with respect thereto. Customer acknowledges and agrees that use and possession of the Purchased Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby assigned to Customer, to the extent Highwinds has the right to do so. Without limiting any other disclaimers set forth in this Agreement, HIGHWINDS' SALE OF THE PURCHASED EQUIPMENT TO CUSTOMER IS ON AN "AS IS" BASIS. Notwithstanding any term to the contrary contained in the MSA, Highwinds' entire liability for any damages which may arise under this Schedule, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including Highwinds' negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Purchased Equipment.

6. Security Interest. Customer hereby grants to Highwinds a purchase money security interest in the Purchased Equipment and all proceeds thereof for the full amount of the Purchase Price and any costs and charges incurred by Highwinds in connection therewith. At Highwinds' request, Customer shall sign any documents, including one or more financing statements, and take any other action required by law to perfect the security interests in the Purchased Equipment granted hereunder. Upon full payment of the Purchase Price by Customer, such security interests and/or security filings shall be released, and Highwinds will execute any documents required to release such security interests.