

**SCHEDULE FOR HIGHWINDS SUPPLIED EQUIPMENT  
TO MASTER SERVICES AGREEMENT**

Version 2010.1.0

This Schedule contains terms and conditions applicable to the hardware and other tangible equipment provided by Highwinds Network Group, Inc. ("Highwinds") for use by Customer (the "Highwinds Equipment"). 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. Provision of Equipment by Highwinds.** During the term of an applicable Service, and subject to any limitations set forth therein, Highwinds agrees to provide to Customer, at the Customer location designated in such Order, such Highwinds Equipment as may be designated in such Order. All Highwinds Provided Equipment shall be delivered, installed and maintained by Highwinds, subject to Customer's maintenance responsibilities described in Section 2(b), below. Title to the Highwinds Equipment shall remain with Highwinds or its suppliers. Customer shall have no right or interest in or to the Highwinds Equipment except as expressly provided in this Agreement and shall possess the Highwinds Equipment subject and subordinate to the rights of Highwinds. Customer will, at its own expense, keep the Highwinds Equipment free and clear from any liens or encumbrances of any kind (except any caused by Highwinds) and will indemnify and hold Highwinds harmless from and against any loss or expense caused by Customer's failure to do so. Customer shall give Highwinds immediate written notice of any attachment or process affecting the Highwinds Equipment or title thereof.

**2. Customer Responsibilities.**

a. Customer will be responsible for preparing its site for installation, for providing adequate space, foundations, heating and cooling, and electrical power, and for affording Highwinds or its agent reasonable access to the premises for installation and maintenance. Except as provided in an Order, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility between the Highwinds Equipment and Customer Equipment<sup>1</sup>.

b. Customer shall have the right to use the Highwinds Equipment in a commercially reasonable manner for the term set forth in the applicable Order. Customer shall not remove, alter or destroy in any way any Highwinds Equipment, or any label thereon, without the prior written consent of Highwinds. Customer may not affix or install any accessory, addition, upgrade, equipment or device on to the Highwinds Equipment (other than electronic data) unless expressly approved in writing by Highwinds. Customer will, at its own expense, keep the Highwinds Equipment in good repair, appearance and condition, subject to normal wear and tear. Customer will be liable for the costs of repair or replacement of Highwinds Equipment if damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other

causes within the reasonable control of Customer, its agents or employees.

c. Within fifteen (15) days of the effective date of termination or expiration of the MSA or any applicable Order, or both, Customer will remove, package and ship, at Highwinds' expense, in a commercially reasonable manner, all Highwinds Equipment to Highwinds. If Customer fails to do so, Highwinds will have the right to: (i) charge Customer, and Customer will pay, the fair market value of the Highwinds Equipment; and (ii) recover and take possession of such Highwinds Equipment, and for this purpose may enter any premises of Customer where such equipment is located during normal working hours to remove such Highwinds Equipment. Customer will promptly surrender the Highwinds Equipment to Highwinds in as good order and condition as originally delivered, normal wear and tear excepted.

**3. Insurance.** During the term of any applicable Service, Customer agrees to keep in full force and effect: (i) comprehensive general liability insurance in an amount not less than \$1 million per occurrence for bodily injury and property damage and \$2,000,000 aggregate (or equivalent coverage under an "umbrella" policy), including comprehensive form premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage; (ii) workers compensation insurance in an amount not less than that required by applicable law; and (iii) property and casualty insurance (all risks) covering the Customer location at which the Highwinds Equipment is located. Customer agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) obtain and maintain the same types and amount of coverages as required of Customer herein. All such policies shall be written by licensed insurance carriers rated A+ or better by A.M. Best. Prior to installation of any Highwinds Equipment at the Customer location, Customer will deliver to Highwinds certificates of insurance that evidence the insurance set forth above and cause its insurance provider(s) to name Highwinds as an additional insured and notify Highwinds in writing of the effective date thereof. Upon request, Customer shall give Highwinds at least thirty (30) days prior written notice of any termination, expiration or change in the coverages provided thereunder. Customer will cause each insurance policy of Customer required under this Agreement to provide that the underwriters waive all claims and rights of recovery by subrogation against Highwinds' in connection with any liability or damage covered by the insurance policies.

**4. Miscellaneous.** This Schedule, together with the MSA, the General Terms and Conditions, and all applicable Orders executed hereunder, constitute the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

<sup>1</sup> "Customer Equipment" means any computer hardware, not including stored data, and other tangible equipment owned or otherwise controlled by Customer.