

EXHIBIT D

Road Runner Managed Services

Check here if Customer is ordering the VPN Service.

Check here if Customer is ordering the Firewall Service.

If Customer elects to receive TWC's managed virtual private network service (the "VPN Service") and/or TWC's managed firewall service (the "Firewall Service," such Firewall Service and/or VPN Service, if selected above, the "Managed Services"), Customer shall receive such Managed Service(s) in accordance with the terms and conditions of this Exhibit D.

VPN SERVICE: The VPN Service provides Customer with a virtual private communications network via the public Internet, thereby transmitting data streams between physically diverse locations, remote dial locations and other points of access. If Customer elects to receive the VPN Service, TWC shall use commercially reasonable efforts to install and configure the VPN Service in accordance with Customer's selected package, manage changes to such system, and monitor performance of such system, all as further set forth in this Exhibit. If Customer selects the VPN Service, but not the Firewall Service, Customer acknowledges and understands that Internet access to such VPN Service may result in unsecured access to the VPN.

FIREWALL SERVICE: The Firewall Service is a combined hardware and software system that is intended to reduce the exposure of Customer's computer network to unauthorized access by providing limited authorized points of entry to such network and by monitoring access to such network through the enforcement of standard security rule sets. The Firewall Service is a first-level security system only and is intended to inform users of the majority, but not necessarily all, actual and attempted security breaches. Firewall technology is not foolproof, and no firewall technology is an absolute deterrent or barrier to unauthorized entry. If Customer elects to receive the Firewall Service, TWC shall use commercially reasonable efforts to install a firewall system to monitor and manage the public access points to Customer's computer network, configure such system per the standard set of options and network configuration, manage changes to such system, and monitor performance of such system, all as further set forth in this Exhibit.

DELIVERY AND INSTALLATION:

TWC shall use commercially reasonable efforts to install the Managed Services and associated Equipment and Software during the Installation Time Frame set forth on a Work Order(s). The parties agree to make appropriate revisions to the Installation Time Frame to reflect any changed circumstances that may arise relating to installation. Customer shall, at its expense, be responsible to provide TWC personnel with space at Customer's facility meeting TWC's operating specifications, and all electrical power, network connectivity and other such resources, including without limitation reasonable cooperation, needed to install, configure and operate any Equipment and Software relating to the Managed Services and to establish the Managed Services. TWC shall be excused from any failure to deliver and install the Managed Services if Customer fails to fulfill such obligations.

SET-UP:

TWC shall use commercially reasonable efforts to establish the Managed Services in accordance with Customer's selected options and network configuration ("Initial Set-up"). Such Managed Services shall be configured to support the number of End Users set forth on the applicable Work Order(s). Customer acknowledges and agrees that VPN Equipment and Software must be installed at each supported End User location in order to use the VPN Service. Customer is solely responsible for the accuracy of all information provided to TWC hereunder, and to ensure that Customer's identified security policy meets Customer's needs.

In the event that Customer desires to change or modify its Initial Set-up during the Term of this Agreement, Customer shall communicate such desired change or modification to TWC (each a "Change Request"). Subject to Customer's reasonable cooperation, TWC shall use commercially reasonable efforts to modify the Initial Set-up to implement Customer's Change Request ("Custom Configuration"). TWC may charge the Customer on a time and

material basis for work performed to implement such Custom Configuration. In no event may Customer modify or change the Initial Set-up or any Custom Configuration implemented by TWC. Customer shall assume sole responsibility and liability for any unauthorized modifications or changes made by anyone other than TWC.

The Managed Services are only available to End Users of Customer that have access to the Road Runner Network pursuant to either Exhibit A ("TW Service") or Exhibit B ("BOC Service") hereunder. Access to the Road Runner Network must be purchased separately, and is not included as part of the Managed Services.

SERVICE COMMENCEMENT DATE:

TWC will notify Customer when the applicable Managed Service(s) is installed and available for Customer use (such date shall be considered the "Activation" date for purposes of calculating payments due in accordance with Section 3 of the Agreement).

EQUIPMENT AND SOFTWARE:

The Managed Services and all related materials are for Customer's legitimate business use only. All hardware and software provided as part of the Managed Services shall be included in the definition of "Equipment" and "Software" set forth in the Agreement and all terms applicable to the Equipment and Software shall apply to the equipment and software provided hereunder, subject to any modifications set forth in this Exhibit D. Customer may not move the Equipment from its designated location without TWC's prior written approval. Customer agrees to obtain and maintain during the Term of the applicable Work Order insurance as necessary to cover loss or damage to the Equipment provided by TWC in accordance with this Exhibit D. Within a reasonable time after termination of the Managed Services, TWC shall deinstall and remove the Equipment and Software from Customer's premises. Customer shall cooperate with and assist TWC to effect such de-installation and removal, and shall be solely responsible for any re-configuration required as a result of such de-installation and removal. Customer shall be solely responsible for monitoring use of the Software, ensuring compliance with the terms of the Software license granted pursuant to this Agreement and maintaining the distribution and security of any user identification and/or passwords necessary to access the Managed Services.

MAINTENANCE AND MONITORING:

Software and Services Support: TWC's obligations to provide support to Customer for the Managed Services are as set forth in Section 1.E of the Agreement. Notwithstanding anything to the contrary in the foregoing, in no event shall TWC be responsible for providing support for other than the Initial Set-up and Custom Configurations, unless otherwise agreed by the parties in writing ("Additional Support"). In the event that TWC agrees to provide any Additional Support, such Additional Support shall be charged at TWC's then-current rates for such support. In the event of any failure of the Software provided pursuant to this Exhibit D to function substantially in accordance with its written specifications, Customer's sole and exclusive remedy and TWC's sole liability shall be for TWC to repair or replace such Software to conform substantially with such specifications.

Equipment Support: In the event of any failure of the Equipment provided pursuant to this Exhibit D to function substantially in accordance with its written specifications, Customer's sole and exclusive remedy and TWC's sole liability shall be for TWC to use commercially reasonable efforts to repair or replace such Equipment to restore the Custom Configuration; provided however, that any Equipment that has been damaged, destroyed, lost or stolen shall only be replaced or repaired subject to the terms of Section 4.C of the Agreement. In the event any repair or replacement causes any loss of Customer's non-standard configuration details, Customer shall be solely responsible for restoring such configuration details, and to maintain adequate backup records to enable such restoration.

As part of the Managed Services, TWC shall provide Customer with certain monitoring services. TWC shall respond to any alarms, including by notifying Customer's network administrative (as identified to TWC in writing) of such alarms. In the event of any failure to notify Customer of such alarm, as Customer's sole remedy and TWC's sole liability, TWC shall perform a root cause analysis to determine the reason for such failure and will take corrective action to improve its reporting hereunder.

Performance: TWC may subcontract the performance of any or all of the Managed Services.

WARRANTY DISCLAIMER:

IN ADDITION TO THE WARRANTY DISCLAIMERS SET FORTH IN SECTION 9, CUSTOMER ACKNOWLEDGES THAT IT IS FAMILIAR WITH AND HAS HAD ADEQUATE OPPORTUNITY TO EVALUATE THE MANAGED SERVICES SELECTED HEREUNDER AND THAT DATA TRANSMISSION SECURITY SERVICES SUCH AS THOSE PROVIDED UNDER THIS EXHIBIT ARE NOT FOOLPROOF AND, THEREFORE, ARE NOT GUARANTEED. CUSTOMER ACKNOWLEDGES THAT TWC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE MANAGED SERVICES OR THE SECURITY THEREOF, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY OR QUIET ENJOYMENT. CUSTOMER AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR CUSTOMER'S SELECTED SECURITY POLICIES AND THAT ALL USE OF THE MANAGED SERVICES IS AT CUSTOMER'S SOLE RISK. TWC DOES NOT WARRANT THAT THE MANAGED SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE MANAGED SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

LIMITATION OF LIABILITY:

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, NEITHER ROAD RUNNER, TWC, ANY TWC AFFILIATE NOR ANY TWC THIRD PARTY SUPPLIER WILL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MANAGED SERVICES, REGARDLESS OF WHETHER ANY SUCH ENTITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE AGGREGATE LIABILITY OF ROAD RUNNER, TWC AND ALL TWC AFFILIATES TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) ARISING OUT OF OR RELATING TO THE MANAGED SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO INTERRUPTIONS, PROBLEMS OR FAILURES OF THE MANAGED SERVICES, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES FOR THE MANAGED SERVICES THAT ARE THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT SHALL ROAD RUNNER, TWC, ANY TWC AFFILIATE OR ANY LICENSORS OF SUCH ENTITIES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SECURITY BREACH, VIRUSES, OR OTHER SECURITY PROBLEMS EXPERIENCED BY CUSTOMER OR ANY THIRD PARTY, WHETHER OR NOT RELATED TO THE MANAGED SERVICES, OR FOR ANY FAILURE OF THE MANAGED SERVICES TO PERFORM IN ANY RESPECT.

TERM AND TERMINATION:

This Exhibit D shall be in effect for the term identified in the applicable Work Order(s), provided that either party may earlier terminate this Exhibit D upon thirty (30) days written notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day notice period. In the event that TWC terminates this Exhibit D due to Customer's material breach, Customer shall be responsible for paying all charges incurred prior to such date of termination. Notwithstanding anything to the contrary set forth herein, this Exhibit D shall terminate immediately upon termination or expiration of the Agreement.

PRICES FOR THE MANAGED SERVICES SHALL BE AS SET FORTH IN THE AGREEMENT.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

TWC:
By: _____
Name: _____
Title: _____
Date: _____