

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**AMENDMENT NO. 4
TO
Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

SYNACOR, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

7370
*(Primary Standard Industrial
Classification Code Number)*
**40 La Riviere Drive, Suite 300
Buffalo, NY 14202
(716) 853-1362**

16-1542712
*(I.R.S. Employer
Identification Number)*

(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

Ronald N. Frankel
President and Chief Executive Officer
Synacor, Inc.
**40 La Riviere Drive, Suite 300
Buffalo, NY 14202
(716) 853-1362**

(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:

Scott Dettmer, Esq.
Brian Hutchings, Esq.
Gunderson Dettmer Stough
Villeneuve Franklin & Hachigian, LLP
220 West 42nd Street, 21st Floor
New York, New York 10036
(212) 730-8133

Steven L. Grossman, Esq.
O'Melveny & Myers, LLP
1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
(310) 553-6700

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company)

Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price (1)(2)	Amount of Registration Fee (1)(3)
Common stock, par value \$0.01 per share	\$75,000,000	\$8,595

(1) Includes offering price of shares of common stock that may be purchased by the underwriters to cover over-allotments, if any.

(2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act.

(3) Of the total fee, \$5,947 was paid concurrently with the initial filing of this registration statement. Pursuant to Rule 457(p) under the Securities Act, the registration fee was offset by the \$2,648 registration fee previously paid by the registrant, Synacor, Inc., in connection with the registration statement on Form S-1 (File No. 333-145077) initially filed by the registrant on August 2, 2007 and subsequently withdrawn.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-178049) is solely made to file exhibits previously omitted. No changes have been made to Part I of the Registration Statement or Items 13, 14, 15, 16(b) or 17 of Part II of the Registration Statement. Accordingly, this amendment consists only of the facing page, this explanatory note, Item 16(a) of Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits.

Item 16. Exhibits and Financial Statement Schedules*(a) Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
1.1 *	Form of Underwriting Agreement
3.1 †	Fourth Amended and Restated Certificate of Incorporation
3.2 *	Form of Fifth Amended and Restated Certificate of Incorporation to be effective upon closing
3.3 †	Amended and Restated Bylaws
3.4 *	Form of Amended and Restated Bylaws to be effective upon closing
4.1 †	Reference is made to Exhibits 3.1, 3.2, 3.3 and 3.4
4.2 *	Form of certificate for common stock
4.3 †	Third Amended and Restated Investors' Rights Agreement by and among Synacor, Inc., certain stockholders and the investors listed on the signature pages thereto
4.4 †	Third Amended and Restated Stock Restriction, First Refusal and Co-Sale Agreement by and among Synacor, Inc., certain stockholders and the investors listed on the signature pages thereto
4.5 †	Third Amended and Restated Voting Agreement by and among Synacor, Inc., certain stockholders and the investors listed on the signature pages thereto
5.1 *	Opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
10.1 †	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers and certain key employees
10.2.1 †	2000 Stock Plan
10.2.2 †	Amendment to 2000 Stock Plan, adopted September 30, 2004
10.2.3 †	Amendment to 2000 Stock Plan, adopted June 9, 2006
10.2.4 †	Amendment to 2000 Stock Plan, adopted October 19, 2006
10.2.5 †	Amendment to 2000 Stock Plan, adopted July 31, 2008
10.3.1 †	2006 Stock Plan
10.3.2 †	Amendment No. 1 to 2006 Stock Plan
10.3.3 †	Amendment No. 2 to 2006 Stock Plan
10.3.4 †	Amendment No. 3 to 2006 Stock Plan
10.3.5 †	Amendment No. 4 to 2006 Stock Plan
10.3.6 †	Amendment No. 5 to 2006 Stock Plan
10.3.7 †	Amendment No. 6 to 2006 Stock Plan
10.4 *	2012 Equity Incentive Plan
10.5.1 †	Letter Agreement dated July 31, 2007 with Ronald N. Frankel

<u>Exhibit No.</u>	<u>Description</u>
10.5.2 †	Severance Agreement with Ronald N. Frankel
10.6 †	Letter Agreement dated October 15, 2010 with Scott A. Bailey
10.7.1 †	Employment and Noncompetition Agreement dated December 22, 2000 between George G. Chamoun and CKMP, Inc.
10.7.2 †	Severance Agreement with George G. Chamoun
10.8 †	Letter Agreement dated August 3, 2011 with William J. Stuart
10.9.1 †‡	Amended and Restated Master Services Agreement between Charter Communications Operating, LLC and Synacor, Inc. dated as of April 1, 2010
10.9.2 †‡	Amendment #1 to Amended and Restated Master Services Agreement between Charter Communications Operating, LLC and Synacor, Inc. dated as of October 1, 2010
10.9.3 †‡	Amendment #2 to Amended and Restated Master Services Agreement between Charter Communications Operating, LLC and Synacor, Inc. dated as of May 25, 2011
10.9.4 †‡	Amendment #3 to Amended and Restated Master Services Agreement between Charter Communications Operating, LLC and Synacor, Inc. dated as of December 9, 2011
10.10 ‡	Master Services Agreement between Qwest Corporation and Synacor, Inc. dated as of July 1, 2010
10.11.1 ‡	Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of December 4, 2006
10.11.2 ‡	Contract Order between Embarq Management Company and Synacor, Inc. dated as of December 4, 2006.
10.11.3 ‡	Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of December 19, 2007
10.11.4 ‡	Second Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of February 6, 2008
10.11.5 ‡	Third Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of December 17, 2007
10.11.6 ‡	Fourth Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of April 15, 2008
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10.11.8 ‡	Sixth Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of March 12, 2009
10.11.9 ‡	Seventh Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of May 12, 2009
10.11.10 ‡	Eighth Amendment to Contract Order between Embarq Management Company and Synacor, Inc. dated as of August 11, 2009
10.11.11	Amendment #9 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of January 28, 2010
10.11.12	Amendment #10 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of February 12, 2010
10.11.13	Amendment #11 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of February 24, 2010
10.11.14 ‡	Amendment #12 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of March 5, 2010
10.11.15 ‡	Amendment #13 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of September 22, 2010

<u>Exhibit No.</u>	<u>Description</u>
10.11.16	Amendment #14 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of July 25, 2011
10.11.17	Amendment #15 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of August 31, 2011
10.11.18	Amendment #16 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of October 1, 2011
10.11.19	Amendment #17 to Master Services Agreement between Embarq Management Company and Synacor, Inc. dated as of October 1, 2011
10.12 †‡	Master Services and Linking Agreement between Toshiba America Information Systems, Inc. and Synacor, Inc. dated as of July 1, 2010
10.13.1 †‡	Google Services Agreement between Google Inc. and Synacor, Inc. dated as of March 1, 2011
10.13.2 †‡	Amendment Number One to Google Services Agreement between Google Inc. and Synacor, Inc. dated as of July 1, 2011
10.14.1 †	Sublease dated March 3, 2006 between Ludlow Technical Products Corporation and Synacor, Inc.
10.14.2 †	First Amendment to Sublease dated as of September 25, 2006
10.14.3 †	Second Amendment to Sublease dated as of February 27, 2007
23.1 †	Consent of Deloitte & Touche LLP
23.2 †	Consent of Anvil Advisors, LLC
23.3 *	Consent of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP (contained in Exhibit 5.1).
24.1 †	Power of Attorney (contained in the signature page of the original filing)
24.2 †	Power of Attorney from Marwan Fawaz and Gary L. Ginsberg (contained in the signature page of amendment no. 1 to this registration statement)
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Notes:

* To be filed by amendment.

† Previously filed.

‡ Confidential treatment requested for portions of this document. The omitted portions have been filed with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this amendment no. 4 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Buffalo, State of New York, on this 17th day of January, 2012.

SYNACOR, INC.

By: /s/ R ONALD N. F RANKEL
 Ronald N. Frankel
 President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this amendment no. 4 to the registration statement has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ R ONALD N. F RANKEL</u> Ronald N. Frankel	President, Chief Executive Officer and Director (Principal Executive Officer)	January 17, 2012
<u>/s/ W ILLIAM J. S TUART</u> William J. Stuart	Chief Financial Officer (Principal Financial and Accounting Officer)	January 17, 2012
<u>*</u> Michael J. Montgomery	Director	January 17, 2012
<u>*</u> Marwan Fawaz	Director	January 17, 2012
<u>*</u> Gary L. Ginsberg	Director	January 17, 2012
<u>*</u> Andrew Kau	Director	January 17, 2012
<u>*</u> Thomas W. Keaveney	Director	January 17, 2012
<u>*</u> Jordan Levy	Director	January 17, 2012
<u>*</u> Mark Morrisette	Director	January 17, 2012
<u>*</u> Joseph Tzeng	Director	January 17, 2012

*By: /s/ R ONALD N. F RANKEL
Ronald N. Frankel, attorney-in-fact

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Notes:

* To be filed by amendment.

† Previously filed.

‡ Confidential treatment requested for portions of this document. The omitted portions have been filed with the Securities and Exchange Commission.

CONFIDENTIAL TREATMENT REQUESTED**MASTER SERVICES AGREEMENT****1. PARTIES, EFFECTIVE DATE and DEFINITIONS****1.1 Parties.**

Synacor, Inc. ("Synacor")		Qwest Corporation ("Client")	
Attention:	[*]	Attention:	[*]
Address:	40 La Riviere Drive, Suite 300 Buffalo, New York 14202	Address:	
Telephone:	[*]	Telephone:	
Fax:		Fax:	
<i>Copy of Notices to:</i>			
Synacor		Qwest Corporation	
Attention:	General Counsel	Attention:	VP & Deputy General Counsel, Complex Transactions
Address:	40 La Riviere Drive, Suite 300 Buffalo, New York 14202	Address:	[*]
Telephone:	[*]	Telephone:	
Fax:		Fax:	

1.2 Effective Date . July 1, 2010.**2. SYNACOR SERVICES AND RESPONSIBILITIES**

2.1 Services. Subject to the terms and conditions of this Master Services Agreement (the "Master Agreement"), as may be amended pursuant to the provisions of Section 13 hereof, Synacor shall provide the services described in this Agreement (collectively, the "Services") in accordance with the terms and conditions set forth herein and those set forth in the Schedules attached hereto and incorporated herein, and any other addenda, schedules, and exhibits as may subsequently be agreed to and signed by each of the parties hereto and attached to this Master Agreement from time to time (collectively, the "Supplements" and, together with the Master Agreement, the "Agreement"). Synacor may provide the Services directly to Client, or indirectly using contractors or other third party vendors or service providers, provided that in any event, Synacor shall remain primarily responsible for the delivery of the Services to Client in accordance with this Agreement. Each party shall provide the other with reasonable cooperation, assistance, information and access as may be lawful and necessary to initiate and thereafter provide Client's and its registered users' use of the Services (such as, for example, developing any content, user interfaces or appearance specific to the Services contracted for by Client). Initial tasks and responsibilities necessary to launch the Services in a timely manner as contemplated herein shall be set forth in Schedule J hereto, which Schedule will be negotiated and agreed by the parties and attached hereto (by confirming e-mail between the parties) within 30 days of the Effective Date. Residential mass market consumer customers of Client who have entered into a subscription agreement with Client for Client's high speed Internet access service in the Service Area ("HSI Subscribers"), as well as, at Client's election and in Client's sole discretion, Client's other customers and other public users ("Guests" and together with HSI Subscribers, "Users"), will have access to the Client Branded Portal. The parties agree that Synacor shall provide to Client the Client Branded Portal through which Client's Users will access content and/or services, except as otherwise set forth herein. Synacor shall provide the Services in a manner designed to minimize errors and interruptions. Notwithstanding the foregoing, the Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency repairs, by Synacor or by third-party providers, or because of other causes beyond Synacor's reasonable control; Synacor shall notify Client in all such events in accordance with Schedule F.

2.2 Additional Services . Synacor shall deliver to Client the development services described in Schedule H hereto [*] . Upon mutual agreement of the parties, Client may engage Synacor to provide additional development services or other professional services ("Additional Services"). Such Additional Services shall be provided pursuant to a separately executed Professional Services Addendum and shall be provided as part of the Services. From time to time, Synacor may offer other services to Client that are beyond the scope of this Agreement. All such other services shall be provided upon terms and conditions as the parties may mutually establish in writing. Each professional services addendum shall specify whether any resulting deliverable or service

CONFIDENTIAL TREATMENT REQUESTED

is owned by Synacor or will be considered a work made for hire and owned by Client. In the event the professional services addendum is silent as to the ownership of the deliverables or service, the parties agree that such deliverables or service will be owned by Synacor.

2.3 Technical Support. Synacor will operate the Services at the levels of performance and provide Client with technical support services in accordance with standard industry practices, each as described in Schedule F — Service Level Agreement attached hereto, provided however, that Client's remedies for Synacor's failure to meet the service level agreement in Schedule F shall be those remedies specifically set forth in such Schedule.

2.4 Limitations. Synacor will not be responsible for, nor liable hereunder in connection with, any failure in the Services due to or resulting from: (a) any Client Materials (as defined in Section 3.2) or other content provided by Client or any of its agents; (b) Client's willful or negligent acts or omissions (provided that Client has an affirmative and clearly stated obligation to act, and notice thereof, or reasonably should have known that it had an obligation to act); (c) failures of Client-operated or -controlled telecommunications services or equipment, the Internet, or any telecommunications services or equipment not owned or operated by Synacor, its agents or vendors; (d) scheduled maintenance (provided that Client is given adequate notice in accordance with Schedule F); or (e) unauthorized access, breach of firewalls or other hacking by third parties of Synacor's systems (provided that Synacor has used measures in accordance with prevailing industry standards and practices to prevent the same). Synacor shall use industry standard practices to insure that the Services are free from any viruses, worms, or other code that could damage, interrupt or interfere with any software, content, data or hardware, and Synacor shall follow industry standard practices with respect to the retention of all User data (including e-mail and searches).

2.5 Data. As between Synacor and Client, Client shall own all User names, login IDs, passwords and other User registration information provided by Client or Users in connection with the Services ("Account Information"). Unless otherwise agreed to by Client in advance and in writing, Synacor shall not disclose to third parties or use any Account Information except as reasonably necessary to perform its obligations under this Agreement or to comply with any legal or regulatory requirement, and, except if otherwise agreed in Schedule J hereto, Synacor shall not interpret, store or replay any User passwords collected for authenticating the User against Client's lightweight directory access protocol ("LDAP"). To avoid uncertainty, Client acknowledges and agrees that Synacor may disclose aggregate measures (not personally identifiable) of multiple Synacor clients' (as opposed to Client specific measures) Users and Service usage and performance derived from Account Information to Synacor Providers, Synacor investors and other Synacor clients or potential clients for the purposes of permitting such persons to evaluate potential business relationships with Synacor, to maintain and/or improve the Services, or to develop relationships with or obtain investments from investors. Synacor will only use information gathered in the Service installation and User registration process for User validation and authentication or as otherwise set forth above; Synacor will not use any information gathered in such installation and registration processes to target advertising to Users, and to the extent Synacor gathers any "year of birth" information during these processes, such options will not include any years associated with anyone under age 13. To the extent Synacor gathers information during these processes that could be or will be used to target content, Synacor will disclose that fact to the User at the time and in close proximity to the place at which the information is gathered, and Users will be presented with the ability to decline providing this information by clicking a 'No Thanks' (or similar) button.

3. CLIENT RESPONSIBILITIES

3.1 Client Support; Synacor Status. Client acknowledges that the continuing performance of certain Services may depend on Client's provision of cooperation, assistance, information and access to Synacor, all as specifically outlined in this Agreement or reasonably anticipated by this Agreement. If Client fails to timely provide any of the foregoing, then Synacor will not be liable for any corresponding delay in its performance (but Synacor may be liable for delays that are not corresponding). The parties' Contacts (designated in Section 1.1) are responsible for facilitating communication between Synacor and Client regarding all technical and business matters, except as provided in Schedules F and I.

3.2 Materials, Equipment and Hosting. Client will provide (on its own behalf, or on behalf of its sponsors or advertisers) certain materials, domain names, Client Sourced Content (as such term is defined in Schedule E attached hereto) and other information (collectively, "Client Materials") to Synacor as identified herein and/or as reasonably necessary to perform the Services. Client shall obtain, operate and maintain in good working order all equipment and ancillary services operated by Client or Client's agents needed for Users to connect to, access or otherwise use the Services via the Internet, including agreed-upon equipment ("Equipment"), hosting space, power,

CONFIDENTIAL TREATMENT REQUESTED

network and communications services, all as more specifically identified in Schedule I hereto, incorporated herein by reference. The parties shall each comply with their respective obligations and responsibilities set forth in Schedule I as material obligations under this Agreement. Client shall ensure that all Equipment is compatible with the Services (and, to the extent applicable, any software interface) and complies with all configurations and specifications recommended by Synacor and agreed to by Client, which agreement shall not be unreasonably withheld. Client will, however, procure all Equipment reasonably recommended by Synacor (or approved by Synacor if different from recommendation) when and as necessary for the maintenance of the Service. Either party may propose changes to the Equipment from time to time as it believes prudent and reasonable to improve efficiencies, and the parties will discuss and mutually agree upon whether such change(s) will be implemented. Client shall maintain the integrity and security of its Equipment (physical, electronic and otherwise), account passwords, Client Materials and other data as more specifically identified in Schedule I and this Agreement.

3.3 Marketing. Client shall have sole responsibility for and editorial control over marketing materials related to the Services to Users and prospective Users. The foregoing does not extend to day-to-day publishing of the Client Branded Portal.

4. LICENSE; INTELLECTUAL PROPERTY.

4.1 License Grant. Client hereby grants to Synacor a nonexclusive, worldwide and royalty-free right and license to use, reproduce, modify, distribute, perform and display the Client Materials and the Client Marks (as such term is defined below) provided to Synacor hereunder solely in connection with the Services and in a form solely as approved by Client (such approval not to be unreasonably withheld or delayed).

4.2 Ownership. Except for the limited rights and licenses expressly granted herein, Synacor shall retain all right, title and interest in and to: (i) the Synacor Sourced Content (as such term is defined in Schedule E hereto); (ii) Synacor's existing and subsequently-developed, legally valid and protectable logos, trademarks, service marks, and domain names (collectively, the "Synacor Marks"); (iii) the tools, templates, frameworks or other software owned or licensed by Synacor and used to provide the Services (collectively, the "Software"); (iv) all other materials (excluding any Client hardware, software or intellectual property of any kind), information, ideas, inventions, know-how, methods, processes, templates, tools, works of authorship, trade secrets and technologies that are owned or licensed by Synacor and that may be used in the performance of the Services; and (v) all intellectual property rights or other proprietary rights in and to any of the foregoing (all of the foregoing being referred to as "Synacor Property"). Client shall not use Synacor Property in contravention of this Agreement. All Software, hardware and other technology used to provide the Services will be installed, accessed and maintained only by or for Synacor and no other license therein is granted to Client. Except for the limited rights and licenses expressly granted herein, Client shall retain all right, title and interest in and to the Client Materials, Client Marks and Client equipment, including any intellectual property rights or other proprietary rights therein and thereto.

4.3 Escrow. Throughout the Term of this Agreement, beginning within a reasonable time after the Commercial Launch Date, Synacor shall, [*] deposit the Synacor-owned or licensed software, in source code form, that underlies the Client Branded Portal and related documentation (the "Escrow Materials") in an escrow account with an escrow company pursuant to an industry standard escrow agreement. Such items will be released to Client by the escrow company in the event that Synacor fails to function as a going concern or operate in the ordinary course, or Synacor is subject to voluntary or involuntary bankruptcy. Upon a release of the Escrow Materials, Client shall have a non-exclusive, non-transferable right to use the Escrow Materials solely for the purpose of continuing to provide the Service to Users for the remainder of the then-current Term of the Agreement or until Client transitions to an alternative provider of similar services.

4.4 Synacor Marks.

(a) Synacor hereby provides a limited, non-transferable, non-exclusive license for the Term and any agreed extensions thereof to Client to use the Synacor Marks only to the extent necessary for the provision and/or advertising of Services under this Agreement and subject to the terms and conditions of this Agreement. All uses of the Synacor Marks must first be approved by Synacor and must be in accordance with Synacor's guidelines, which may be amended from time to time. Synacor shall at all times remain the sole owner of the Synacor Marks, and all goodwill associated therewith, and Client's use of the Synacor Marks shall inure to the benefit of Synacor.

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(b) Except as provided herein, this Agreement does not grant either party any right, title, interest, or license in or to any of the other party's names, logos, trade dress, designs, trademarks or other indication of origin.

4.5 Restrictions Related to Synacor IP. Except as specifically permitted in this Agreement, Client shall not, directly or indirectly: (a) use any of Synacor's Proprietary Information (as such term is defined in Section 5.1) to create any software that is similar to any of the Software used under this Agreement or to provide any service which is similar to any of the Services; (b) decompile, disassemble, reverse engineer or use any similar means to attempt to discover the source code of the Software or the trade secrets therein, or otherwise circumvent any technological measure that controls access to the Software or Services; (c) encumber, transfer, rent, lease, or time-share the Software or Services (except with other entities which are controlled by, under common control with or controlling Client, subject to Synacor's prior written consent), or use them in any service bureau arrangement or otherwise for the benefit of any third party; (d) access, copy, distribute, manufacture, adapt, create derivative works of or otherwise modify any Software; (e) remove any proprietary notices; or (f) permit any third party to engage in any of the acts proscribed in clauses (a) through (e) above. Nothing herein shall prohibit Client from performing or procuring similar services from another provider during Wind-Down or after termination or expiration of this Agreement, provided that Client does not use or share any Synacor intellectual property or other Proprietary Information with any third party in connection therewith, except to the extent necessary to effect such transition, and then only after discussing with Synacor the information to be shared and the identity of the recipient(s) and after receiving approval from Synacor (which approval shall not be unreasonably withheld) and a written commitment from the third party to keep such information strictly confidential and to use it only for the purposes of the transition.

4.6 Client Marks. Client hereby provides a limited, non-transferable, non-exclusive license for the Term and any agreed extensions thereof to Synacor to use Client's existing and subsequently-developed, legally valid and protectable logos, trademarks, service marks, and domain names (collectively, the "Client Marks") only to the extent necessary for the provision of Services under this Agreement and subject to the terms and conditions of this Agreement. All uses of the Client Marks must first be approved by Client and must be in accordance with Client's guidelines, which may be amended from time to time. Client shall at all times remain the sole owner of the Client Marks, and all goodwill associated therewith, and Synacor's use of the Client Marks shall inure to the benefit of Client.

4.7 Restrictions Related to Client IP. Except as specifically permitted in this Agreement, Synacor shall not, directly or indirectly: (a) use any of Client's Proprietary Information (as such term is defined in Section 5.1) to create any software that is similar to any of the Client Materials used under this Agreement or to provide any service which is similar to any of the Client Materials; (b) decompile, disassemble, reverse engineer or use any similar means to attempt to discover the source code of the Client Materials or the trade secrets therein, or otherwise circumvent any technological measure that controls access to the Client Materials; (c) encumber, transfer, rent, lease, or time-share the Client Materials (except with other entities which are controlled by, under common control with or controlling Synacor, subject to Client's prior written consent), or use them in any service bureau arrangement or otherwise for the benefit of any third party; (d) access, copy, distribute, manufacture, adapt, create derivative works of or otherwise modify any Client Materials; (e) remove any proprietary notices; or (f) permit any third party to engage in any of the acts proscribed in clauses (a) through (e) above.

5. CONFIDENTIALITY.

5.1 Proprietary Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") or its representatives has disclosed or may disclose information relating to the finances, business, marketing plans, clients (including Users), operations, technology or software of the Disclosing Party. "Proprietary Information" means any of the foregoing information (including all originals, copies, notes, analyses, digests and summaries) which is either (a) disclosed in writing and marked as confidential at the time of disclosure or (b) disclosed in any manner such that a reasonable person would understand the nature and confidentiality of the information. The parties may also receive confidential or non-public information directly from Users ("User Information") in performance of this Agreement, which information will likely not be marked confidential but should nevertheless be treated confidentially and not used or shared without consent of the User. Proprietary Information and User Information shall not include any information that the Receiving Party can demonstrate by its written records (i) is or becomes generally available to the public without breach of this Agreement, (ii) was in its possession or known by it prior to receipt from the Disclosing Party (or, in the case of User Information, from a User), (iii) was rightfully disclosed to it by a third party not under an obligation of confidentiality, or (iv) with respect to Proprietary Information, was independently developed without reference to or use of any Proprietary

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Information of the Disclosing Party.

5.2 Non-Disclosure. The Receiving Party shall keep all Proprietary Information and User Information strictly confidential and shall not disclose such Proprietary Information or User Information to any third party except to its directors, officers, employees, independent contractors and subcontractors who have a need to know such information and who are bound by similar obligations of confidentiality. The Receiving Party shall not use the Proprietary Information of the Disclosing Party or User Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party shall use a commercially reasonable degree of care to protect the Proprietary Information and User Information. Each party shall bear the responsibility for any breach of confidentiality by its employees and contractors. Each party may disclose the general nature, but not the specific terms, of this Agreement without the prior consent of the other party, except that either party may provide a copy of this Agreement or otherwise disclose its terms in response to any legal or regulatory requirement, financing transaction or due diligence inquiry, provided that, if permitted by law, such party notifies the other of its intent to do so.

5.3 Required Disclosure. Nothing herein shall prevent a Receiving Party from disclosing the Disclosing Party's Proprietary Information or User Information as necessary pursuant to the lawful requirement of a governmental agency or when disclosure is required by operation of law or by court order; provided that, prior to any disclosure of Disclosing Party's Proprietary Information, the Receiving Party shall: (a) promptly notify the Disclosing Party in writing of such requirement to disclose; (b) cooperate fully with the Disclosing Party (at the Disclosing Party's expense) in protecting against any such disclosure or obtaining a protective order; (c) disclose only that portion of Proprietary Information that Receiving Party is advised in writing by counsel it is required to disclose; and (d) the Receiving Party uses reasonable efforts to obtain safeguards that confidential treatment reasonably acceptable to the Disclosing Party will be accorded to such Proprietary Information.

5.4 Return/Deletion of Proprietary Information, User Information. All Proprietary Information shall remain the property of the Disclosing Party and the original and all copies thereof, on whatever physical, electronic or other media such Information may be stored, shall be returned or destroyed (at the Disclosing Party's option) within 10 business days of the Disclosing Party's request or the termination or expiration of this Agreement. At Client's request, Synacor shall remove or delete, and certify such removal or deletion of, all User Information from any hardware or software owned or under the control of Synacor or its agents, but excluding any hardware or software owned or operated by Client and Client's hosting facility (such as, for example, Client's e-mail storage and account hardware).

5.5 Relief. Each party agrees that any breach of the obligations in this Section 5 regarding the Disclosing Party's Proprietary Information will cause irreparable harm to the Disclosing Party for which money damages will not be an adequate remedy. Therefore, the Disclosing Party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief against such breach or threatened breach of this Section 5 regarding such Disclosing Party's Proprietary Information without the necessity of posting any bond.

5.6 Client's Supplier Privacy Requirements. None of the foregoing in this Section 5 withstanding, Synacor shall comply with the version of Client's Supplier Privacy Requirements in effect as of the Effective Date, found at <http://www.qwest.com/about/company/business/terms.html>, which are incorporated herein by this reference, as if Synacor was "Supplier" as that term is used in such Requirements. To the extent there is any conflict between the terms of this Agreement and such Requirements, the Requirements shall prevail, provided however, that Synacor shall not be required to perform credit checks as part of its screening procedure. If, during the Term, Client makes any material changes to the Supplier Privacy Requirements, Client shall notify Synacor of those changes and such changes shall be binding on Synacor unless, within 30 days of such notification, Synacor informs Client of its election, in its reasonable discretion, to remain bound by the original language.

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5.7 Responses to Criminal and Civil Demands/Process. If Client is served with a criminal or civil subpoena, investigative demand, request for the production of documents or things or any other similar process (inclusive of requests under the Foreign Intelligence Surveillance Act, as amended), regarding or related to the Services, and the information being requested is in the possession of Synacor or its agent or vendor, Client shall inform Synacor's Security Department thereof as soon as practical under the circumstances and shall direct Synacor as to how and when to respond to such request, and Synacor shall comply with such direction (at Client's expense). If Synacor is served with such a request, Synacor shall, to the extent permitted by the request, inform Client thereof immediately and shall refer the person or entity entitled to receipt of the information requested to contact Client's Information Security group at [*] (or such other number as may be provided in advance to Synacor), and to the extent permitted by the request Synacor shall not otherwise respond to the person or entity entitled to receipt of the information demanded unless and until (and then only as) directed by Client; provided, however, if Client does not provide direction on how to respond within a timely manner, or Client's provided direction would put Synacor at risk of non-compliance with the request or otherwise increase Synacor's legal risk, Synacor shall, to the extent permitted to do so, raise such concerns to Client immediately, and Synacor and Client shall, to the extent permitted to do so, work together in good faith to devise a lawful response that minimizes the legal risk to both parties. In the event no such response can be agreed in a timely manner, Synacor may respond as advised by its counsel.

6. SYNACOR FEES, PAYMENT TERMS AND TAXES.

6.1 Fees. The fees and payments for the Services are set forth in the Product & Pricing Schedule attached hereto as Schedule A and made a part hereof.

6.2 Payment Terms. Payment terms shall be set forth in Schedule A. All payments shall be made in full in United States Dollars, at the recipient's usual business address or to an account designated by the recipient. Other than amounts disputed in good faith, any amount not paid when due shall bear a late payment charge, until paid, at the rate of one percent (1 %) per month or, if less, the maximum amount permitted by law. Either party, in its sole discretion, may terminate this Agreement, or in the case of Synacor cease providing Services, if the other fails to pay any invoice within thirty (30) days after receipt of notice from the other that it has failed to pay an invoice and such invoice is not in dispute. The recipient of an invoice must notify the other in writing of any disputed invoice amounts (including an explanation for such dispute) within 30 days of receipt of the disputed invoice. The parties shall attempt to resolve invoice disputes according to the disputes resolution process in Section 14, below.

6.3 Taxes. All payments to a party hereunder are exclusive of federal, state, local and foreign taxes (other than taxes assessed on the recipient's income), duties, tariffs, levies and similar assessments, and the paying party agrees to bear and be responsible for the payment of all such charges.

7. TERM AND TERMINATION.

7.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter in full force and effect for a period of 2 years from the end of the Ramp Period (as defined in Schedule A) (the "Initial Term"). Thereafter the Agreement shall automatically renew for up to 5 terms of one year each (each a "Renewal Term", and together with the Initial Term, the "Term"), provided however that either party may prevent such automatic renewal by providing the other party with at least 120 days prior written notice of non-renewal. The "Commercial Launch Date" will be the date upon which the Client Branded Portal and related Services are first made available to Users on a commercial basis (i.e., not a beta, limited availability or other test offering).

7.2 Termination for Cause. In addition to any of its other remedies, either party may terminate this Agreement: (a) in the event that the other party breaches any material provision of the Agreement and the breaching party fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party; or (b) immediately upon written notice to the other party in the event any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such other party's property or if a voluntary or involuntary petition under federal bankruptcy laws or similar state statutes is filed against the other party, or if it dissolves or fails to operate in the ordinary course.

7.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights and obligations of the parties shall cease, except that: (a) all obligations that accrued prior to the effective date of termination (including without limitation all payment obligations) shall survive termination; (b) each party shall destroy or return to the other party all of the other's Proprietary Information in its possession or under its control, and Client shall instruct

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Synacor as to the disposition of User Information (provided such instruction is reasonable); and (c) Synacor shall, after providing Client with an electronic copy of such information and data in a mutually agreeable format, delete archived account information and other transaction data. All terms of this Agreement that by their sense and context are intended to survive the termination of the Agreement will survive.

7.4 Wind-Down. Upon the expiration or termination of this Agreement for any reason, Client shall have the right, at its option, to require that Synacor continue providing the Services, in whole or in part (the “Wind-Down Services”), for a period not to exceed [*] months from the date of such expiration or termination if resulting from non-renewal by either party or termination by Client due to uncured breach by Synacor, and not to exceed [*] months if terminated by Synacor due to uncured breach by Client, in order that Client may achieve an orderly transition of such Services to another vendor (such period of time to be the “Wind-Down Period”). The terms and conditions upon which Synacor shall provide such Wind-Down Services shall be the same terms and conditions as shall have been in effect on the day preceding the date of such expiration or termination of this Agreement, subject to the modified fee structure specified in Schedule A for the Wind-Down Period. Synacor shall also, during any period in which it is providing Wind-Down Services, use commercially reasonable efforts to provide such other reasonable transition assistance as may be required from time to time. In the event that Synacor terminated this Agreement for cause due to Client’s failure to pay any amounts due and owing to Synacor, then Client shall be required to pay any outstanding amounts prior to Synacor providing such Wind-Down Services unless such amounts are in dispute, in which case Client shall be required to place all outstanding amounts in escrow with an independent third party pending resolution of such dispute. Synacor will cooperate in good faith with Client to transition Client to a new provider during the Wind-Down Period.

8. REPRESENTATIONS AND WARRANTIES; INDEMNITIES.

8.1 Synacor Representations and Warranties. Synacor represents and warrants to Client that (a) it has all rights necessary to enter into and perform this Agreement and to grant the rights and licenses granted herein, including without limitation all necessary rights in the Services and the Synacor Sourced Content, (b) the use of Services by Client in accordance with the rights granted hereunder will not violate (i) Synacor’s obligations under any other agreement or to any third party, or (ii) any applicable laws or regulations, provided however that such warranty shall not cover Client’s use of the Services to the extent such use violates the restrictions set forth in Section 7 of Schedule C, (c) to Synacor’s knowledge, the Synacor Sourced Content is not defamatory, obscene, or otherwise unlawful in any jurisdiction and does not infringe or interfere with any intellectual property, contract, right of publicity, or any other proprietary right of any individual or entity, and (d) during the Term, the Services provided by Synacor under this Agreement shall be provided in accordance with applicable laws and regulations and by qualified personnel in a professional and workmanlike manner. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SYNACOR MAKES NO WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYNACOR DOES NOT MAKE ANY WARRANTY REGARDING THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT PROVIDED TO CLIENT OR THE RESULTS TO BE OBTAINED FROM THEIR USE. SYNACOR DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF CLIENT OR THOSE OF ANY THIRD PARTY AND, IN PARTICULAR, SYNACOR DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.**

8.2 Client Representations and Warranties. Client represents and warrants that (a) it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses granted herein, including without limitation all necessary rights in the Client Materials, (b) the use of any Client Materials in accordance with the rights granted hereunder will not violate (i) Client’s obligations under any other agreement or to any third party, or (ii) any applicable laws or regulations, provided however that such warranty shall not cover Synacor’s use of the Client Materials to the extent such use violates the terms of this Agreement, and (c) to Client’s knowledge the Client Materials are not defamatory, obscene, or otherwise unlawful and do not infringe or interfere with any intellectual property, contract, right of publicity, or any other proprietary right of any individual or entity. Client shall be fully responsible for, and shall reimburse Synacor for, any and all liabilities of Synacor arising out of any misrepresentation concerning the Services or the capabilities of the Services made by Client or by an employee, agent or authorized representative of Client to any User, prospect or other third party, except to the extent Synacor has made such representation to Client hereunder or if an agent of Synacor has otherwise made the same commitment to Client. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, CLIENT MAKES NO**

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WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Synacor Indemnifications. Synacor shall indemnify, defend and hold Client and its affiliates harmless from and against any and all judgments, costs, damages, suits, actions, proceedings, expenses and/or other losses, including reasonable attorney's fees (collectively "Claims"), suffered or incurred by Client or its affiliates from any third party claim arising out of or relating to (a) Synacor's breach of any of its representations or warranties set forth herein, or (b) any claim that the Services, System, Software or the Synacor Sourced Content infringe the intellectual property rights of any third party. Synacor's obligation to so indemnify and defend applies to any infringement caused by any combination of the Services, System, Software or the Synacor Sourced Content with any other product, system or method if and only if: (a) Client or its affiliate or User is reasonably expected (by Synacor) to use the Services, System, Software or the Synacor Sourced Content in combination with the product, system or method; or (b) the product, system or method is (i) provided by Synacor or its affiliates, or (ii) reasonably required to use the Services, System, Software or the Synacor Sourced Content in their intended manner.

8.4 Client Indemnifications. Client shall indemnify, defend and hold Synacor harmless from and against any and all Claims suffered or incurred by Synacor from any third party claim arising out of or relating to (a) Client's breach of any of its representations or warranties set forth herein or (b) any claim that the Client Materials infringe the intellectual property rights of any third party.

8.5 Claims. In case any Claim is brought by a third party for which a party (the "Indemnifying Party") is required to indemnify the other party (the "Indemnified Party") pursuant to this Section 8, the Indemnified Party shall provide prompt written notice thereof to the Indemnifying Party (provided, however, that any failure or delay in notice shall not excuse the Indemnified Party of its obligations hereunder) of such Claim, and the Indemnifying Party shall assume the defense of such Claim. The parties shall cooperate reasonably with each other in the defense of any Claim, including making available (under seal if desired, and if allowed) all records reasonably necessary to the defense of such Claim, and the Indemnified Party shall have the right to participate in the defense of such Claim with counsel of its own choosing at its own expense. The Indemnifying Party shall not enter into any settlement of any Claim without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld) if Indemnified Party's rights would be directly and materially impaired thereby. Without limiting the foregoing, in the event of any Claim or threatened Claim of infringement involving a portion of any Software and/or Services provided by Synacor or the Client Materials, the Indemnifying Party may (at such party's option): (i) procure the right or license for the Indemnified Party to continue to use and otherwise exploit in accordance with the terms hereof such portion of the Software and/or Services or Client Materials, as the case may be, on commercially reasonable license terms; or (ii) modify or alter (to the extent that the Indemnifying Party has rights to so modify or alter), or delete any such portion of the Software and/or Services or Client Materials, as the case may be, so as to make such portion non-infringing while maintaining substantially comparable functionalities and capabilities of such parts of the Software and/or Services or Client Materials, as the case may be, that are material to the Indemnified Party's then-current or demonstrably anticipated use hereunder. If options (i) and (ii) are not available on commercially reasonable terms, either party may terminate this Agreement or the rights and licenses granted hereunder, and if it is the Synacor Software or Services that are infringing, Synacor will provide reasonable assistance to Client to remove and replace the infringing item.

9. LIMITATIONS OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ITS AGENTS, AFFILIATES, CLIENTS, OR ANY OTHER PERSONS, FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 5, A PARTY'S PAYMENT OBLIGATIONS, OR A PARTY'S INDEMNIFICATION OBLIGATIONS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT OR VIOLATION OF LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY AND ALL CLAIMS, IN THE AGGREGATE, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER EXCEED [*] .

10. OPEN APIs AND RSS FEEDS.

10.1 From time to time, Synacor may offer Client the ability to include certain functionality on the Client Branded Portal that Synacor has integrated via publicly available open APIs, RSS feeds, or similar technology. The providers of open APIs and RSS feeds often (i) do not include product representations, warranties or indemnifications in their terms of use, (ii) make no commitment that the functionality will continue to be available, and (iii) disclaim liability associated with such products. Synacor will pass through to Client any warranties or indemnities related to such products that Synacor is not prohibited from passing through to Client, but Synacor shall have no obligation to do so where Synacor is not permitted to do so or where no express warranty or indemnity is provided to Synacor. Synacor shall also inform Client promptly, but at least within 2 business days, if it learns or believes that any such products would not work properly on the Client Branded Portal or could cause harm to Client or Users or disruption or harm to any of the Services.

10.2 If Client elects to have Synacor include functionality made available through open APIs, RSS feeds, or similar technology on the Client Branded Portal, notwithstanding anything to the contrary in this Agreement, the following will apply thereto:

A) SUCH FUNCTIONALITY IS PROVIDED ON AN “AS IS” BASIS, AND SYNACOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT THERETO AND ANY USE OR INABILITY TO USE SUCH FUNCTIONALITY. SYNACOR DISCLAIMS ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND CLIENT MAY ONLY LOOK TO THE PROVIDERS OR OWNERS OF SUCH FUNCTIONALITY FOR WARRANTIES (IF ANY);

B) EXCEPT TO THE EXTENT SYNACOR HAD PRIOR KNOWLEDGE OF THE LIKELIHOOD OF ANY SUCH FUNCTIONALITY TO BE UNUSABLE OR CAUSE DAMAGE OR DISRUPTION TO THE SERVICES, AND UNLESS CLIENT KNOWINGLY (AFTER NOTICE FROM SYNACOR) CHOOSES TO ASSUME THE RISK OF SUCH FUNCTIONALITY BEING UNUSABLE OR CAUSING DAMAGE OR DISRUPTION TO THE SERVICES, SYNACOR DISCLAIMS ANY LIABILITY FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF, OR INABILITY TO USE, SUCH FUNCTIONALITY, OR FROM ANY REMOVAL OF SUCH FUNCTIONALITY FROM THE CLIENT BRANDED PORTAL, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA, BUSINESS OR ANTICIPATED PROFITS; AND

C) EXCEPT TO THE EXTENT SYNACOR HAD PRIOR KNOWLEDGE OF THE LIKELIHOOD OF ANY SUCH FUNCTIONALITY TO BE UNUSABLE OR CAUSE DAMAGE OR DISRUPTION TO THE SERVICES AND UNLESS CLIENT KNOWINGLY (AFTER NOTICE FROM SYNACOR) CHOOSES TO ASSUME THE RISK OF SUCH FUNCTIONALITY BEING UNUSABLE OR CAUSING DAMAGE OR DISRUPTION TO THE SERVICES NOTWITHSTANDING ANY INDEMNIFICATIONS SET FORTH IN THIS AGREEMENT, SYNACOR WILL NOT INDEMNIFY CLIENT (OR ANY OTHER PARTY) FOR ANY CLAIMS RELATED TO SUCH FUNCTIONALITY OR ANY USE THEREOF. IF AT ANY POINT CLIENT HAS CONCERNS ABOUT THE FUNCTIONALITY OR ANY USE THEREOF, CLIENT SHALL REMOVE OR REQUEST REMOVAL OF THE FUNCTIONALITY FROM THE CLIENT BRANDED PORTAL.

11. PUBLIC RELATIONS. Except as it relates to Client’s marketing of the Client Branded Portal and related matters to Users or prospective Users or as permitted in Section 5.2, above, neither party will issue any press release, nor otherwise disclose any information concerning this Agreement, without the prior written consent of the other. The parties may agree that a joint press release regarding the establishment of their relationship is appropriate (and if so, the parties shall use good faith to arrive at a mutually agreeable press release), or either party may elect to create and disseminate a press release on its own, but such press release may not mention the other party unless the other party gives prior written consent thereto (and in the case of Client, such consent must come from a Vice President or higher officer).

12. RECORDS AND AUDIT.

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(a) Each party shall have the right to audit the books and records of the other party solely relating to this Agreement upon reasonable notice and at its' expense, not more frequently than annually for a period of 6 years after each payment and to take extracts from and/or make copies of such records (provided that such extracts are treated as Proprietary Information). Each party shall maintain for a period of 6 years after each payment all books, records, accounts, and technical materials regarding its activities in connection herewith sufficient to determine and confirm all amounts payable to the other party and all compliance with all other material obligations hereunder. Upon a party's request and with reasonable notice, the other party will permit one or more representatives of an auditor or agent of the requesting party's choice to examine and audit, during normal business hours, such books, records, accounts, documentation and materials, and take extracts therefrom or make copies thereof (provided that such extracts or copies are treat as Proprietary Information) for the purpose of verifying the correctness of payments made pursuant hereto and/or compliance with the other material obligations hereunder. Unless otherwise agreed by the parties in writing, such examination shall be in material accordance with generally accepted accounting principles. To the extent such examination discloses an underpayment not disputed as set forth in 12(b), below, the audited party shall pay any unpaid delinquent amounts within ten days of the other party's request. To the extent such examination discloses an underpayment of the greater of 5% or \$15,000, the audited party shall fully reimburse the other party, promptly upon demand, for the reasonable fees and disbursements due the auditor for such audit; provided that such prompt payment shall not be in lieu of any other remedies or rights available to such other party hereunder. In all other events, all fees and expenses of the auditing party's auditor or agent under this Section shall be paid by auditing party. If an audit reveals an overpayment, the auditing party shall promptly notify the other and shall pay the amount of any such overpayment to the other party within ten days thereafter.

(b) If any report of an audit under the provisions of subsection (a) of this Section discloses to the auditing party any underpayments or overpayments, a copy of such audit report shall be promptly delivered to the audited party. Unless the amount of any underpayment or overpayment shown on such report is disputed by the audited party, in writing (a "Notice of Dispute"), within 10 days after receipt of the audit report, the audit report shall be deemed accepted and all amounts due thereunder shall be paid pursuant to subsection 12(a). In the event that Client and Synacor have not resolved all disputed items to their mutual satisfaction within 30 days after a Notice of Dispute has been received by the auditing party, they shall promptly submit such audit report and all supporting work papers to an independent accounting firm of national stature in the United States selected by mutual agreement of Client and Synacor for binding review of any disputed items. All costs and expenses of such review shall be apportioned between the parties on the basis of each party bearing the expense of that portion of the review which shall be related to disputed items that are resolved against such party. If Client and Synacor are unable to agree upon the selection of an independent accounting firm of national stature in the United States to perform the binding review of any disputed items, the determination and selection of the independent accounting firm of national stature shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association in Buffalo, New York if the arbitration is brought by Client and in Denver, Colorado if brought by Synacor.

13. INSURANCE.

13.1 Synacor shall, during the Term, at its own cost and expense, carry and maintain insurance coverage with insurers having at minimum a "Best's" rating of A-VII as specified herein. It is expressly understood that Synacor is ultimately responsible for its subcontractors, whether or not insurance is maintained by its subcontractors.

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13.2 Workers' Compensation Insurance. Synacor will maintain workers' compensation insurance with statutory limits as required in the state(s) of operation and providing coverage for any employee entering onto Client premises, even if not required by statute, and employer's liability or "Stop Gap" insurance with limits of at least \$500,000 each accident.

13.3 Commercial General Liability Insurance. Synacor will maintain commercial general liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of this Agreement, premises-operations, products/completed operations, and contractual liability with respect to any liability assumed by Synacor. The limits of insurance must be at least:

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

13.4 Commercial Crime, Employee Dishonesty Insurance or Fidelity Bond. If (a) the Services involve access to Client customer accounts or customer information, (b) Synacor accepts payment from third parties for Client products and services, (c) Synacor has access to Client or Client customer premises, or (d) Synacor provides storage for Client-owned property, Synacor will provide employee dishonesty insurance or a fidelity bond covering all loss for which Synacor is legally liable, arising out of or in connection with any fraudulent or dishonest acts including theft, destruction, wire transfer, computer fraud or fraudulent manipulation of accounting or personnel records resulting in loss of money, securities or other property with limits of at least \$1,000,000.

13.5 Professional Liability. Synacor will maintain errors and omissions liability insurance covering acts, errors and omissions arising out of Synacor's operations or Services, including coverage for the acts or omissions of its subcontractors, and, if applicable, including loss arising from unauthorized access or use that results in identity theft or fraud, with limits of not less than \$2,000,000 per claim. Such insurance will provide a retroactive date prior to the date of the Agreement and either (a) continuous insurance coverage for a period of 1 year after termination of the Agreement, or (b) an extended reporting period of not less than 1 year after termination of the Agreement.

13.6 Insurance. Limits and Certificates. Synacor may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. Synacor will forward to Client certificate(s) of such insurance upon request. The certificate(s) must provide that: (a) for commercial general liability insurance, Client be named as an additional insured(s) as their interest may appear with respect to this Agreement; (b) 30 days prior written notice of cancellation, material change or exclusions to the policy be given to Client; and (c) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Client.

14. DISPUTE RESOLUTION. The parties shall use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between them under or related to this Agreement or any of the transactions contemplated hereby. If the parties cannot promptly resolve the Dispute, the parties shall refer the Dispute for resolution by appropriate Vice Presidents of each company. If such Vice Presidents are unable to resolve a Dispute within 10 business days, such Dispute shall be immediately referred to the appropriate Executive Vice Presidents of each party. If such Executive Vice Presidents are unable to resolve a Dispute within an additional 10 business days, such Dispute shall be referred to the Chief Executive Officers of each party for resolution. If the Chief Executive Officers of each party are unable to resolve the Dispute within 5 business days after referral to them, each party may pursue, subject to the terms of this Agreement, any remedy available at law or in equity.

15. ASSIGNMENT AND CHANGE OF CONTROL. This Agreement is not transferable by either party without the other's prior written consent (which shall not be unreasonably withheld), except that each party may (without consent) assign its rights and obligations hereunder to any of its affiliates or to any successor to all or substantially all of its business {by sale of equity or assets, merger, consolidation or otherwise) unless such sale, merger or consolidation is to or with a competitor of the other party or to a company otherwise included on the list

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attached hereto as Schedule MI. Client may choose to terminate this Agreement at any time if a successor in interest to Synacor changes the Services in such a way that it causes a material adverse effect on the Service or materially increases Client's legal or regulatory risk. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties. In the event there is a change of control of Client or the entity with a controlling interest in Client, this Agreement shall continue to apply to the provision of Services to all Users in the Service Area, and the parties agree that this Agreement shall survive any merger or acquisition of or between Client (or the entity with a controlling interest in Client) and CenturyLink, Inc. and/or its affiliates; provided, however, that CenturyLink, Inc., its affiliates, or any other acquirer of Client (or the entity with a controlling interest in Client) may, after acquisition, request discussions with Synacor about a possible renegotiation of the terms of this Agreement, and Synacor shall engage in such discussions in good faith.

16. GENERAL PROVISIONS. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both parties by a Vice President or higher officer of each party. In the event of any conflict or inconsistency between the terms and conditions in the Master Agreement and any Supplement, the terms and conditions of the Master Agreement will prevail unless such Supplement expressly provides that such term shall override the terms of the Master Agreement. Any different or additional terms contained in any purchase order, confirmation or similar form, even if signed by the parties after the date hereof, shall have no force or effect. The parties hereto are independent contractors, and no agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. This Agreement is intended for the sole and exclusive benefit of the parties hereto. Except for the parties hereto or as may be expressly provided in any Supplement, no third party shall have any right to rely upon this Agreement for any purpose whatsoever. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. A party's non-performance under this Agreement shall be excused if and only to the extent that such non-performance is due to an act of God or other cause beyond such party's reasonable control; if such non-performance continues for such a period of time as to materially undermine the other's party's enjoyment of the expected benefits of this Agreement, such other party may, after giving the non-performing party 30 days to renew performing in all material respects (and if no such renewal of performance occurs), elect to terminate this Agreement. All notices under this Agreement will be in writing and will be deemed to have been duly given: (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after being sent, if sent for next day delivery by recognized overnight delivery service; or (d) upon receipt, if sent by certified or registered mail, return receipt requested. Notices should be directed to the attention of the person named on the first page of this Master Agreement, and a copy must be sent to the attention of the Legal Department, attention: General Counsel. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Buffalo, New York if the claim is brought by Client and in Denver, Colorado if brought by Synacor, and both parties hereby consent to such jurisdictions and venues, as applicable, for this purpose. Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SYNACOR, INC.

By: /s/ Ron Frankel
Name: Ron Frankel
Title: President and CEO

Date: July 1, 2010

QWEST CORPORATION

By: /s/ Teresa Taylor
Name: Teresa Taylor
Title: RVP – COO

Date: July 8, 2010

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**SCHEDULE A
TO
MASTER SERVICES AGREEMENT
PRODUCT & PRICING SCHEDULE**

1. **Definitions**— The following terms shall have the meanings set forth below for purposes of this Schedule A and the Agreement:
- a. “Advertising Costs” mean any fees directly payable to third parties by either party to this Agreement for advertising or the provision of such advertising, including but not limited to ad serving and advertising management fees [*] .
 - b. “Advertising Sales Fee” means [*] of the Net Advertising Revenue from direct advertising sold by either party under the Agreement.
 - c. “Client Branded Portal” means that certain web portal to be provided by Synacor for use by Users or prospective Users as more fully described in Section 2.a. below.
 - d. “Commitment Period” means that period beginning on July 1, 2011 (except as otherwise provided in Section 4.a.(iii), below) and continuing for 2 years thereafter.
 - e. “Gross Advertising Revenue” means all money payable to Synacor or Client from all third party video advertising, banner advertising and other forms of advertising that appear on or within the Client Branded Portal or the e-mail services provided hereunder, whether sourced by Client, Synacor or from a third party advertising partner of either party.
 - f. “Migration Period” means that period of time beginning on a date to be determined by Client (based on certain technical capabilities to be launched by the parties) and continuing through the end of the Ramp Period during which time Client will use reasonable efforts to move existing HSI Subscribers from its current portal and e-mail service to the Client Branded Portal and e-mail Services. Client will use commercially reasonable efforts to ensure that the Migration Period begins within 60 days of the Commercial Launch Date.
 - g. “Net Advertising Revenue” shall mean for each month Gross Advertising Revenue less Advertising Costs and, if sold directly, any Advertising Sales Fee.
 - h. “Net Search Revenue” means all revenue received from a Search Services Provider related to the Client Branded Portal less actual Search Costs paid in the particular period.
 - i. “Platform Fee” means a monthly amount of [*] per HSI Subscriber during the Commitment Period, Renewal Term, and Wind~Down Period, and [*] per HSI Subscriber during the Ramp Period, to be recovered by Synacor as described more specifically in Section 4 below. For purposes of calculating this fee, any Internet access customers acquired by Client through a merger or acquisition are not counted as HSI Subscribers until such time as such customers, through a migration plan determined by Client, are provisioned to use the Service(s) on the infrastructure provided for under this Agreement . At the end of each month, Client will provide Synacor with the count of applicable HSI Subscribers *for* which Platform Fees are due as of the last day of such month, and the Platform Fee for that month will be calculated by multiplying such number by the applicable rate.
 - j. “Ramp Period” means that period beginning on the Commercial Launch Date (when Client begins presenting new HSI Subscribers with the Client Branded Portal and e-mail services as a default in the modem installation process) and ending on June 30, 2011 (except as otherwise provided in Section 4.a.(iii), below).
 - k. “Search Costs” are all direct payments, if any, made by Synacor to its Search Services Provider for such services related to the Agreement (which costs shall be reasonable and customary within industry practices).
 - l. “Service Area” means those locations within Qwest Corporation’s 14 state in-region territory where Qwest Corporation serves as the incumbent local exchange carrier and provides high speed Internet

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services as of the Effective Date and including any growth within such 14 state territory throughout the Term. The Service Area as of the Effective Date includes Qwest Corporation's incumbent local exchange carrier territory in the following states: Washington, Oregon, Montana, Idaho, Utah, New Mexico, Colorado, Minnesota, Iowa, Nebraska, North Dakota, South Dakota, Arizona and Wyoming. In the event Qwest Corporation's territory grows by merger, acquisition or otherwise, the parties will discuss and come to mutual agreement on whether or not the customers in such new territory will be given access to the Client Branded Portal and other Services and/or be considered HSI Subscribers under this Agreement.

2. **Services Provided to Client by Synacor** — Synacor shall provide Client the following Services (which list is not exhaustive or intended to be exclusive):
- a. **Portal** — Synacor will provide a Client Branded Portal utilizing a URL to be provided by Client that allows Users to search the Internet via the included search bar, provides direct access to Synacor provided e-mail, allows Users to incorporate certain third party provided e-mail, provides for gadgets and widgets for User customization, provides Client a platform to develop unique communications services offerings and allows Users to select RSS feeds, news and content for customization in accordance with prevailing industry standards. In addition, Synacor will provide Users access to industry standard Content (the initial set of which is included in Exhibit 1 to this Schedule A), but will not offer Users any premium or paid Content in the music, video and gaming categories without Client's prior written consent. Provision of content on the Client Branded Portal shall be subject to the terms and conditions of Schedule E, and specific content may change from time to time as Synacor modifies its Content Providers and the Synacor Sourced Content mix (provided that such changes are reasonable in frequency and scope and Client is given at least 3 months' advance notice thereof in order to train necessary Client personnel, except to the extent Synacor receives less than 3 month's notice from the Synacor Provider, in which case Synacor will give Client as much notice as is reasonably practical). The Client Branded Portal will include Search Services as more fully described in Schedule B, and Advertising Services as more fully described in Schedule C. The Client Branded Portal will look substantially similar to that pictured in Schedule K (i.e., proportionate similarity in size of search bar and advertising space as well as number of advertisements described in the Agreement), unless otherwise agreed in writing by the parties. Client will receive dedicated space on the front page of the Client Branded Portal, above the fold, for links or access to Client destinations (e.g., My Account, customer support, Qwest.com, qZone, integrated third-party or jointly-sponsored web pages such as a Qwest-DirecTV page, etc.); other than the above-the-fold requirement, the specifics of where on the page and how much space will be allotted to Client will be mutually agreed by the parties during development planning.
 - b. **Consumer E-mail** — Synacor will provide managed consumer e-mail capability (including integration development) for Users utilizing hosting services and equipment to be provided by Client as identified below. The e-mail solution (which as of the Effective Date is offered on the Zimbra platform) shall be consistent with capabilities, functions, ease of use, aesthetic quality and overall consumer satisfaction to prevailing industry practices which, as of the Effective Date, are delineated in Exhibit 2 to this Schedule A. Client will at all times (throughout the Term and thereafter) own the User e-mail accounts and have complete control of the domain naming rights. Provided that Client continues to supply hosting services in accordance with Section 3 below, Client will determine storage limits, retention practices and deactivation rules (with input from Synacor). Synacor will also provide Advertising Services as set forth in Schedule C as part of the e-mail Services. Such advertising shall be subject to Section 2 of Exhibit 2 to this Schedule A.
 - c. **Cross-Sell / Up-Sell Marketing Display** — Synacor will provide a carousel display (or such other display method to be agreed upon by the parties) that allows Client to advertise its own services (communications or other) to Users at no additional cost to Client. The parties will discuss the ability to target market specific offerings using Synacor's marketing capabilities and User information that may be provided by Client. Any such targeted marketing capability utilized within the carousel display will be provided to Client at no additional cost (except for the bounties on additional sales described in Section 4, below) unless unique development services or third party fees (which additional cost to Client must be disclosed to Client and agreed upon in advance of being incurred) are required to implement.

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- d. Premium Content — Synacor will make Premium Content available to Client under the terms and conditions specified in Schedules D and E.
 - e. Development Services — Synacor will provide development services as “Additional Services” as described in Section 2.2 of the Agreement.
 - f. Support Services and Service Level Agreement Compliance- as described in Schedule F.
3. **Responsibilities of Client** — Client shall provide the following (which list is not exhaustive or intended to be exclusive):
- a. [*]
 - b. [*]
 - c. [*]
 - d. Domain and URL — Client will obtain and provide a unique domain for e-mail and a unique URL for the hosted Client Branded Portal.
 - e. Marketing Services — Client will use reasonable efforts to market the Services as a value proposition of Client’s high speed Internet offerings in the Service Area. The manner and amount of such marketing efforts shall be reasonably determined solely by Client. In addition, Client will use reasonable efforts to market the Services during the Migration Period to Client’s existing base of Users utilizing portal and e-mail services from Client’s current provider.
 - f. Installation Routine — Throughout the Term (except during the Wind-Down Period), Client will set the Client Branded Portal as the home page during Client’s high speed Internet modem installation process. The installation process will also set as a default the automatic download of a Synacor-provided (and Client approved) Client branded toolbar (as discussed more fully in Section 6.a., below).
 - g. Best Practices — Client will follow the best practices identified in Section 6 below.
4. **Financial Terms** –
- a. **Ramp Period** — During the Ramp Period, the following financial payment terms shall apply:
 - (i) Search Services Revenue Share : Synacor shall distribute to Client, on a monthly basis, [*] of the Net Search Revenues. Synacor will retain for its own share [*] of monthly Net Search Revenues.
 - (ii) Advertising Revenue Share : Synacor and Client’s applicable share of advertising revenue on the Client Branded Portal and e-mail Services will be calculated as follows:
 - (A) Where advertising is sold by third parties (such as Advertising.com, Specific Media, etc.), all associated Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
 - (B) Where advertising is sold directly by Synacor or Client (in accordance with Schedule C), the party making such direct sale shall retain the Advertising Sales Fee to cover its own direct internal advertising costs and the remaining [*] of Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
 - (iii) Search and Advertising Revenue Share in the Event of a Delayed Start to the Ramp Period : As of the Effective Date, the parties anticipate that the Commercial Launch Date will be on or about October 4, 2010. If the Commercial Launch Date is anytime during October, 2010, the Search and Advertising Revenue Shares set forth above shall ·

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apply. In the event the Commercial Launch Date is delayed into November or December, 2010, other than a delay caused by Synacor, Synacor shall be entitled to an additional [*] of the Net Search Revenue and [*] of the Net Advertising Revenue for each month of the delay. Such additional percentage shall be retained in the last month(s) of the Ramp Period. For example, if the Commercial Launch Date is November 15th, 2010, Synacor will be entitled to an additional [*] of Net Search and Net Advertising Revenues in the month of June, 2011. If the Commercial Launch Date is December 15th, 2010, Synacor will retain an additional [*] of Net Search and Net Advertising Revenues in the months of May and June, 2011. If the Commercial Launch Date is delayed past December 31, 2010 (other than a delay caused by Synacor), in addition to the additional [*] of Net Search and Net Advertising Revenue provided to Synacor in the last month(s) of the Ramp Period, the start date for the Commitment Period will be moved forward one month for each month's (or portion of a month's) delay thereafter. For example, if the Commercial Launch Date is January 15th, 2011, the Commitment Period will begin August 1, 2011, rather than July 1, 2011.

- (iv) Premium Content Sales: If Client offers and sells any Premium Products offered by Synacor pursuant to Schedule D, Client shall collect revenues from Users who subscribe to such Premium Products (at rates to be established by Client) and remit payments to Synacor at the rates identified and in accordance with the procedures set forth in Schedule D.
- (v) Cross-Sell / Up-Sell Bounties: If Client completes a contract for an upsell of marketed services to a User (and such User retains such Client services past any trial or penalty-free termination periods), Client will provide Synacor appropriate reporting of such upsell and will pay Synacor a one-time bounty of [*] per qualified and completed upsell.
- (vi) Platform Fees: Synacor shall first subtract applicable monthly Platform Fees from Client's share of the Net Search Revenue and Net Advertising Revenue prior to distributing the remainder of Client's revenue share in accordance with subsections (i) and (ii) of this Section 4.a.

b. **Commitment Period and Renewal Terms** — During the Commitment Period and any Renewal Term, the following financial payment terms shall apply:

- (i) Search Services Revenue Share: Subject to 4.b.(iii) below, Synacor shall distribute to Client, on a monthly basis, [*] of the Net Search Revenues. Synacor will retain for its own share [*] of monthly Net Search Revenues.
- (ii) Advertising Revenue Share: Subject to 4.b.(iii) below, Synacor and Client's applicable share of advertising revenue on the Client Branded Portal and e-mail Services will be calculated as follows:
 - (A) Where advertising is sold by third parties (such as Advertising.com, Specific Media, etc.), all associated Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
 - (B) Where advertising is sold directly by Synacor or Client (in accordance with Schedule C), the party making such direct sale shall retain the Advertising Sales Fee to cover its own direct internal advertising costs and the remaining [*] of Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
- (iii) Premium Content Sales: If Client offers and sells any Premium Products offered by Synacor pursuant to Schedule D, Client shall collect revenues from Users who subscribe to such Premium Products (at rates to be established by Client) and remit payments to Synacor at the rates identified and in accordance with the procedures set forth in Schedule D.
- (iv) Cross-Sell / Up-Sell Bounties: If Client completes a contract for an upsell of marketed services to a User (and such User retains such Client services past any trial or penalty-free termination periods), Client will provide Synacor appropriate reporting of such

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upsell and will pay Synacor a one-time bounty of [*] per qualified and completed upsell.

- (v) Platform Fees : Synacor shall first subtract applicable monthly Platform Fees from Client's share of the Net Search Revenue and Net Advertising Revenue prior to distributing the remainder of Client's revenue share in accordance with subsections (i) and (ii) of this Section 4.b.

c. **Wind-Down** — During the Wind-Down Period (as defined in Section 7.4 of the Agreement), the following financial payment terms shall apply:

- (i) Search Services Revenue Share : Synacor shall distribute, on a monthly basis, a Search Services Revenue Share as follows:
- (A) In the event the Wind-Down Period follows non-renewal of the Agreement or termination by Qwest in accordance with any termination right in this Agreement, [*] of the Net Search Revenues will be distributed to Client and Synacor will retain for its own share [*] of the monthly Net Search Revenues.
- (B) In the event the Wind-Down follows termination by Synacor in accordance with any termination right in this Agreement, the Net Search Revenue will be split [*] to Client and [*] to Synacor.
- (ii) Advertising Revenue Share : Synacor and Client's applicable share of advertising revenue on the Client Branded Portal and e-mail Services will be calculated as follows:
- (A) In the event the Wind-Down Period follows non-renewal of the Agreement or termination by Qwest in accordance with any termination right in this Agreement:
- Where advertising is sold by third parties (such as Advertising.com, Specific Media, etc.), all associated Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
 - Where advertising is sold directly by Synacor or Client (in accordance with Schedule C), the party making such direct sale shall retain the Advertising Sales Fee to cover its own direct internal advertising costs and the remaining [*] of Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
- (B) In the event the Wind-Down follows termination by Synacor in accordance with any termination right in this Agreement:
- Where advertising is sold by third parties (such as Advertising.com, Specific Media, etc.), all associated Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
 - Where advertising is sold directly by Synacor or Client (in accordance with Schedule C), the party making such direct sale shall retain the Advertising Sales Fee to cover its own direct internal advertising costs and the remaining [*] of Net Advertising Revenue shall be split [*] to Client and [*] to Synacor.
- (iii) Premium Content Sales : If Client offers and sells any Premium Products offered by Synacor pursuant to Schedule D, Client shall collect revenues from Users who subscribe to such Premium Products (at rates to be established by Client) and remit payments to Synacor at the rates identified and in accordance with the procedures set forth in Schedule D.
- (iv) Cross-Sell / Up-Sell Bounties : If Client completes a contract for an upsell of marketed services to a User (and such User retains such Client services past any trial or penalty-free termination periods), Client will provide Synacor appropriate reporting of such upsell and will pay Synacor a one-time bounty of [*] per qualified and completed upsell.

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- (v) **Platform Fees** : Synacor shall first subtract applicable monthly Platform Fees from Client's share of the Net Search Revenue and Net Advertising Revenue prior to distributing the remainder Client's revenue share in accordance with subsections (i) and (ii) of this Section 4.c.

d. **Outstanding Platform Fees** —

- (i) **During Ramp Period** . If at any point during the Ramp Period Client's share of Net Search Revenue and Net Advertising Revenue in any month is less than the Platform Fee for such month, Synacor will retain all of Client's share of Net Search Revenue and Net Advertising Revenue for such month, and any remaining Platform Fee otherwise due to Synacor for such month will be accrued and recouped by Synacor from Client's share of Net Search Revenue and Net Advertising Revenue in later months during the Ramp Period. If at the end of the Ramp Period, there are any accrued Platform Fees that have not been recouped, Synacor will not seek payment of such outstanding Platform Fees.
- (ii) **During Commitment Period, Renewal Terms and Wind-Down Period** . If at any point during the Commitment Period, Renewal Terms or Wind-Down Period, Client's share of Net Search Revenue and Net Advertising Revenue in any month is less than the Platform Fee for such month, Synacor will retain all of Client's share of Net Search Revenue and Net Advertising Revenue for such month, and any remaining Platform Fee otherwise due to Synacor for such month will be waived.

- e. **Carriage Fees** — Client may, from time to time, choose to utilize Synacor integrated services for the distribution of Client Sourced Content. Throughout the Term, if such Client Sourced Content is offered through the Client Branded Portal as part of a bundle or tier, Client will pay Synacor the greater of (i) [*] per month per Client Sourced Content offering multiplied by the number of Users authorized by Client to access such bundle or tier in the applicable billing month or (ii) the lesser of [*] per User authorized by Client to access such bundle or tier or [*] of Client's gross margin from the bundle or tier. If such Client Sourced Content is offered through the Client Branded Portal on an a la carte basis, Client will pay Synacor [*] multiplied by the number of Users authorized by Client to access such Client Sourced Content offering in the applicable billing month. Notwithstanding the carriage fee structure set forth herein, such fees shall not apply to Client Sourced Content that is the subject of Client's contractual relationships with [*] . In addition, no fees (including carriage or integration fees) shall apply to the following Client Sourced Content offerings: [*] . For purposes of this subsection, "gross margin" means actual net receipts by Client after all revenue sharing obligations attributable to such Client Sourced Content have been met.

- f. **Payment Terms** — Any fees due from Client to Synacor shall be due [*] after receipt of the applicable invoice, or in the case of Client-sold advertising, [*] Client's applicable share of Net Search Revenue and Net Advertising Revenue that is due to Client from Synacor pursuant to the terms and conditions above will be due [*] after the end of each quarter in which the applicable fee was incurred. All invoices, supporting documentation and revenue reconciliation data shall be transmitted via secure and encrypted communication.

5 **Optional Services** — In addition to the Services identified in Section 2 of this Schedule A, Synacor shall make available to Client, but Client is under no obligation to utilize or offer, the following optional Services:

- a. Premium Products as identified in Schedule D and subject to the terms and conditions of Schedule E.
- b. Distribution of Client Sourced Content as identified in Schedule E.
- c. **DNS Redirect Services** — The parties will discuss in good faith DNS and HTTP error traffic redirect services to determine if Synacor is able to provide a solution that (i) meets all of Client's then-current privacy, security and internal corporate policies, (ii) provides services and service levels similar to Client's current offerings, and (iii) provides Client with no less compensation in revenue share (utilizing similar practices to what Client utilizes currently).

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6. **Best Practices** — At all times during the Term, Client shall comply with the following best practices. Failure to comply with these best practices shall be a material breach of the Agreement.
- a. [*]
 - b. [*]
 - c. [*]
 - d. [*]
7. **Restrictions** —
- a. The Services described herein will be offered by Client to consumer (mass market residential) Users within Client's Service Area, and may be offered by Client, in its sole discretion, to non-HSI Subscribers and/or to the general public (in and outside of the Service Area). As of the Effective Date, the parties do not intend any Services provided by Synacor to be provided to Client's small business, business markets group or wholesale business channels or customers. The parties may desire to discuss in good faith availability of such Services to these non-included groups in the future.
 - b. The search bar shall only be located on the consumer Client Branded Portal, included Search results page, and included e-mail page. Client's commercial webpage, small business pages, business markets group pages (if any) and wholesale pages (if any) are separate and independent of this Agreement and not included in or covered by any obligations herein.
 - c. All Services shall be provided by Synacor in accordance with prevailing industry practices and subject to Client's reasonable approval.

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

CONFIDENTIAL TREATMENT REQUESTED

Exhibit 1
To
Schedule A
Of the
Master Services Agreement

Included Content

Category	Description	Providers
		(Providers may change from time-to-time)
News	[*]	[*]
National News	[*] delivers [*] headlines, briefs and stories from around the world. Stories contain data links to photos, audio clips and video. News items are offered in more than 70 categories and prioritized in the top 10 headlines.	
World News		
Sports News		
Entertainment News (including box office snapshots, top movies, entertainment news and gossip from the [*] updated daily)		
Health News		
Business and Finance News (including market snapshot, market movers (top gainers/losers), most active portfolio tracking and personal finance stories from [*]) Science and Technology News		
Sports	News, scores, schedules, videos, and photos	[*]
Local	Local news, events, lottery results, restaurants & entertainment, weather forecasts, radio, gas prices, traffic, driving directions, maps, and shopping based on zip code; local news from newspapers across North America.	
Horoscopes		
Music	Music news, gossip, videos, radio, and photos.	
Movies	Box office results.	
Finance & Business	Market summary, stock quotes, charts, news, press releases, blogs, videos, SEC filings, company profiles, historical data, sector data, market movers, Treasury rates, currencies, world markets, S&P, NSDQ quotes. Stock quotes from [*] . Articles, videos, and podcasts from [*] . Text and video content from [*] .	

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Games	News, reviews, tips, advice, and casual games.	[*] (news and reviews) [*] (casual games)
Video	A variety of video content from the Content Providers specified herein and Synacor-provided video segments featuring Cartoon Classics and Classic Commercials.	Video content* from [*] . * With the exception of [*] videos, the video content will have “pre-roll” ads.
Travel		[*]
Family	Family, parenting, and health tips and advice with special columns.	
Careers		[*]
Shopping		
Custom widgets		
Content in Widget	Description	Provider
Facebook		Facebook- provided through open API
Quicklinks		Synacor
Twitter		Twitter- provided through open API
Flicker		Flicker- provided through open API

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Exhibit 2
To
Schedule A
Of the
Master Services Agreement

1. The e-mail Service as of the Effective Date will incorporate the following features and functionality, which the parties agree are consistent with prevailing industry standards as of the Effective Date (and the parties may, by agreement, change these features and functionality during the Term):

- (a) Easy-to-use, intuitive webmail User interface consistent with and comparable to existing competitive webmail interfaces.
- (b) Support for full RFC-compliant POP protocol; IMAP compatibility will also be provided.
- (c) Commitment to maintain, throughout Term, competitive User features such as HTML messages, capacity to handle large attachments (10 megabytes), contacts/address book, inline spell checking and other features driven by AJAX or similar technologies providing dynamic right-click menus, roll-over informational pop-outs, and competitive AJAX-related technologies.
- (d) Large mailboxes; minimum 1 GB standard.
- (e) Rich, interactive calendar functionality using a web browser or mobile device with compliant browser using IMAP or POP protocols. CalDAV standard support is also available (currently in beta).
- (f) Robust filtering rules capable of features such as forwarding, filtering based on headers, subject to, from, body, attachments, and other variables, auto-sorting into designated folders or tags, and the ability to auto-delete messages based on filter criteria.
- (g) Anti-virus, anti-phishing, and anti-spam filtering consistent with and comparable to industry standards and that is compatible with and will not interfere with typical desktop security and anti-virus software; ability to auto-file or tag identified messages to junk or similar folder, and ability to auto-delete such detected messages. Additional User configurable anti-spam filtering will be provided.
- (h) Search technologies; ability to search within messages, contacts, and calendars based upon headers, subject, to, from, body, and other variables.
- (i) Organization: delivering the ability to view threaded conversations, to organize by folder and by tags, to drag and drop items among elements, to resize panes, to preview messages in preview pane via AJAX or similar technologies, to dynamically detect and act upon dates, e-mail addresses, and URLs within messages, and to store drafts and track sent messages.
- (j) Topology: ability for Client and User to create and manage parent and child account hierarchies with associated control mechanisms through API and web-based administrative interface. Ability of parent to manage and control child accounts such as adding, deleting, and modifying.
- (k) Administrative API and web-based interfaces which permit Client to provide Tier 1 support to Users.
- (l) Synacor shall provide Tier 2 and beyond support.

2. Neither Synacor nor any vendor or contractor to Synacor (including Zimbra or any replacement e-mail provider) shall use any information contained in User e-mails (inclusive of the content of the e-mails and also the header, subject and packet-type information, etc.), for advertising or any other purpose. The foregoing notwithstanding, Synacor and Synacor contractors, agents or partners may use such information for purposes of blocking or reducing SPAM or as otherwise necessary to provide the e-mail Service, to respond to or resolve User complaints, to investigate (at Client's request) violation(s) of the TOU, to respond to subpoena requests or other legal requirements (subject to Section 5.7 of the Agreement), and as required to investigate suspicious activity.

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3. The e-mail Services shall comply with the following retention rules, subject to change by Client upon reasonable notice to Synacor:
- (a) Messages reasonably deemed to be SPAM will reside in the User's SPAM folder for 2 days and will then be purged.
 - (b) Messages in the User's Trash folder will be purged after 14 days.
 - (c) Unread messages in a User's Inbox for more than 90 days will be deleted.

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**SCHEDULE B
TO
MASTER SERVICES AGREEMENT
SEARCH SERVICES**

The following establishes the terms and conditions by which the Parties will work together to facilitate the delivery of search related Services to Users.

1. Definition of Search Services and Selection of Search Services Provider . Synacor shall be the exclusive provider of search Services on the Client Branded Portal that enable Users to receive descriptions and links associated with search results from search boxes (“Search Services”) placed within the Client Branded Portal, through its agreement with a Search Services provider (“Search Services Provider”). As of the Effective Date, the sole Search Services Provider is Google Inc., which shall not be changed without written agreement of Client, which agreement will not be unreasonably withheld or delayed [*] . “Search Services” are a subset of “Services” for all purposes of this Agreement. Search Services do not include searches or other entries in an address bar or mis-typed URLs in an address bar, and none of those shall be subject to the exclusivity provisions of this Schedule.

a. Operation of Search Services . Each time a User enters a search request in a search box (a “Search Query”), Synacor shall return to such User a set of up to 10 search results (each such set being referred to as a “Search Results Set”) and additional paid links (“Sponsored Links” or “AFS Ads”) as agreed to by the Parties. A Search Query will only return search results (including Sponsored Links) unless otherwise authorized in writing by Client; information entered as a Search Query may not be used to or for User profile-building by Synacor or the Search Services Provider.

b. Hosting and Control . At all times during the Term Synacor shall: (a) deliver and manage any and all pages that comprise the Client Branded Portal on which Search Services are provided; (b) maintain complete technical and editorial control of such Client Branded Portal (provided that the Client Branded Portal complies with Section 7 of Schedule C, with the exception of certain Content as provided in Section 1 of Schedule D); and (c) act as the intermediary for all transmissions between Search Services Provider and such sites.

c. Context Sensitive Advertising . Synacor may also provide context sensitive advertising (“AdSense for Content Ads” or “AFC Ads”) within the Client Branded Sites. Such context sensitive advertising will not be based on personally identifiable User information, and will comply with all applicable laws.

2. Disclaimers . Client understands and agrees that, to the extent permitted by law, Search Services Provider shall not be liable for any damages, whether direct, indirect, incidental or consequential, arising from the Client Branded Portal’s access to or use of the Search Services.

3. No Warranties . Client understands and agrees that Search Services Provider, to the extent permitted by applicable law, makes no warranties, express or implied, with respect to the Search Services, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. Client Not Third Party Beneficiary . Client expressly acknowledges and agrees that Client is not a third party beneficiary under any agreement between Synacor and Search Services Provider.

5. Search Bar . Client expressly grants Synacor permission to include a search bar on the Client Branded Sites above the fold in a location mutually agreeable to the parties, such search bar to be of a reasonable size and positioning.

6. Competitive Search Results . Synacor will use commercially reasonable efforts to filter and block paid search results related to Client’s competitors listed in Schedule M2. However, Client understands and agrees that such filtering may not block out all paid competitor-related search results; however, Synacor shall take down any such paid competitor-related search results as soon as practical after discovery thereof (either on its own or by notice).

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from a third party or Qwest). As of the Effective Date, Synacor is not able or allowed pursuant to its agreement with its Search Services Provider to filter or block non-paid search results. If, during the Term, Synacor is able and allowed to do so, Synacor shall use commercially reasonable efforts to filter and block non-paid search results related to Client's competitors listed in Schedule M2. Just as with paid search results, Client understands and agrees that such filtering may not block out all non-paid competitor-related search results, but Synacor will take down any such paid competitor-related search results as soon as practical after discovery thereof.

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**SCHEDULE C
TO
MASTER SERVICES AGREEMENT
ADVERTISING**

The following establishes the terms and conditions by which the parties will work together to facilitate the delivery of Advertising Services to Client.

1. Advertising Services.

- a. The advertising Services provided by Synacor may include, without limitation, the integration of e-commerce, video, banner advertising and other forms of advertising or advertising support content (videos with pre-roll ads included), in contextually relevant programmed areas (which areas are to be agreed upon in writing by the parties prior to implementation or change) throughout the Client Branded Portal (“Advertising Services”). Either party may sell advertising inventory directly to advertisers, and Synacor may sell advertising through advertising networks or other third parties. Any changes to Advertising Services or the types of Advertising Services that may, in Client’s reasonable opinion, have a negative impact on Client’s legal or regulatory risk (such as, for example, whether or not Synacor can engage in direct behavioral targeting of Users, which, as of the Effective Date, it may not without Client’s express written approval, but not including changes to the advertisers or ad networks placing the ads or other similar changes) must be approved in writing by Client prior to implementation. All Advertising Services shall be subject to the content restrictions in Section 7, below.
- b. Each party will ensure that any third party advertising networks through which it provides advertising on the Client Branded Portal are either (i) members of the Network Advertising Initiative (“NAI”) or (ii) agree to the NAI’s self-regulatory principles regarding Internet advertising practices and privacy and participate in the NAI’s related opt-out process. Ad networks utilized by Synacor in the provision of advertising may not gather personally identifiable information about Users on the Client Branded Portal without express User consent; accordingly, ad networks Synacor engages to provide advertising on the Client Branded Portal may not gather such information on the Client Branded Portal with cookies. In addition, neither the ad networks or any other third parties that Synacor might engage may collect, without User consent, individualized data, anonymous or otherwise, through cookies or otherwise on the Client Branded Portal, to use such data for retargeting of individuals on third party sites or sharing with third parties. With respect to ads Synacor places directly, Synacor either will not place a cookie (or similar software) on a User’s computer, or only use any data it collects through such software for Client, and not provide it to any third party (effectively allowing only first-party cookie use by Synacor). Synacor may not use User profile data to present ads on the Client Branded Portal or for ads on any third party sites (but ads on the Client Branded Portal may be targeted based on content viewed and clicked on by Users, in combination with the information otherwise lawfully collected). Synacor may not share individualized User profile data, anonymous or otherwise, with any other third party. The requirements set forth in this Section b will be applicable unless otherwise agreed to by Client in writing.

2. **User Rights Regarding Advertising.** Client agrees to include language in its privacy policy clearly disclosing that third parties may be placing and reading cookies on Users’ browsers, or using web beacons to collect information, in the course of ads being served on its websites. Client’s privacy policy should also include information about User options for cookie management. Client will provide to Synacor a copy of its privacy policy for reference. Synacor will review Client’s privacy policy in effect as of the Effective Date for the purpose of verifying that the foregoing requirements are included. Prior to the Commercial Launch Date, Synacor shall revise its public-facing privacy policy to accurately describe the collection and use of data by Synacor and its partners and agents, and Synacor shall provide Client a copy of such revised policy for review prior to making such policy effective. Synacor shall take into consideration Client suggestions for revising the policy, and shall not unreasonably disregard such suggestions.

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3. **Advertisement Removal and Excluded Advertising.** Client reserves the right to request that Synacor remove any advertisement related to which a User or any other person complains. Synacor shall disable such advertisement from the Client Branded Portal after receiving written notice from Client.
4. **Advertising Inventory.** The parties agree that Synacor shall have the right to include advertising on each of the pages of the Client Branded Portal including at least two advertisements on each page, with at least one of those being 300x250 in size, completely above the fold in high resolution. Additionally, Synacor may include text links and sponsorships in a commercially reasonable manner on the Client Branded Portal.
5. **Client Provided Advertising.** Client may sell advertising inventory on the Client Branded Portal provided it meets the following criteria:
 - a. The advertising is direct advertising (which includes advertising made available through a given advertiser's advertising agency), not advertising sold through advertising networks or other third parties (such as Advertising.com or Specific Media).
 - b. The CPM for such advertising shall be greater than the reasonable minimum threshold set by Synacor on a quarterly basis.
 - c. Any advertising must have a frequency cap no greater than 5 times in a 24-hour period or such other frequency cap as the parties may reasonably agree from time to time.
6. **Training Related to Advertising Sales.** Synacor agrees to provide training to Client related to advertising on the Client Branded Portal up to twice per year during the Term upon Client's request. Such training will be provided to Client in a "train the trainer" format allowing the attendees to subsequently train other Client employees. Any such training can be provided at Client's site, and the expenses related to such training shall be reimbursed by Client. If Client requires additional training, such training will be provided at Synacor's then-standard rate.
7. **Content Restrictions.** No advertising or other content included in Advertising Services by either party shall: (i) be obscene, defamatory, libelous, slanderous, profane, indecent or unlawful; (ii) infringe or misappropriate third party intellectual property rights; (iii) constitute "hate speech," whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group; (iv) facilitate or promote the sale or use of liquor, tobacco products or illicit drugs; (v) facilitate, promote or forward pyramid schemes, chain letters, or illegal contests; (vi) be otherwise intended to restrict or inhibit any person's use or enjoyment of Services; or (vii) promote unlawful activities or (viii) contain fraudulent offers for goods or services. Each party will follow industry standards designed to prevent the inclusion in its provided Content or advertising of viruses, worms, corrupted files, cracks, hackz or other materials that are intended to damage or render inoperable software, hardware or security measures of Client, any User or any third party.
8. **Advertising of Client Services.** Synacor will make available, at no cost to Client, one slide in the dynamic content component ("DCC"- the Content carousel above the fold on the Client Branded Portal) area for promotion of Client's services. The Client promotions slide will appear in the 6th position or higher of the rotation unless otherwise agreed upon by the parties. Synacor and Client may also mutually agree from time to time to use a portion of the DCC area for cross channel promotions. Client's promotion slides will adhere to Synacor's technical guidelines which will be provided upon Client's request to include a given promotion.
9. **Competitive Advertising Limitations.** Synacor shall use commercially reasonable efforts to filter and block all ads for any of the companies set forth on Schedule M2 on any page within any of the Services. Client may only place companies on the list in Schedule M2 which market, promote, or advertise products or services that are competitive with Client's long distance services, local telephony services, broadband access services, ATM Services, frame relay services, private telephone line services, business website hosting services, multi-channel video, VoIP, or wireless voice telephony services. Client may, upon written notice to Synacor, update Schedule M2, provided that Client understands and agrees that any additions to the list will not take effect for 15 business days from Synacor's receipt of the notice. In the event a competitive advertisement is not appropriately filtered, it will be promptly removed upon identification of such advertisement.

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**SCHEDULE D
TO
MASTER SERVICES AGREEMENT
PREMIUM PRODUCT & PRICING SCHEDULE**

The Premium Products and related fees payable by Client to Synacor pursuant to the Agreement are set forth below.

1. Premium Products and Associated Fees.

Related premium content has been bundled into packages as described below (the “Premium Products”) and is hereby made available to Client for placement on the Client Branded Portal. In the event Client elects to place any of the Premium Products on the Client Branded Portal, Synacor shall bill Client each month for an amount determined by multiplying the number of Subscription Accounts (as defined below and as reported by Client to Synacor monthly) in a given month (based on the number of Subscription Accounts existing on the last day of the given month) by the monthly fees relating to the pertinent Premium Product(s) subscribed to by the specific Subscription Account. Client shall have the right at any time to terminate any given Subscription Account, including, but not limited to, in the event the User has not paid for the applicable Content. For purposes herein, a “Subscription Account” is defined as an account that allows a User access to the identified Premium Products, Client Sourced Content for which Client requires authentication, and/or Synacor Sourced Content from the Client Branded Portal or other location as may be agreed to by the parties. In addition to other rights Client may have under this Agreement (including but not limited to Client’s right to eliminate or replace Synacor Sourced Content with Client Sourced Content at any time), Client may elect to require Synacor to use reasonable commercial efforts to provide reasonably equivalent Synacor Sourced Content at fees equal to or lower than those attributable to then-current Synacor Sourced Content, or to modify the Synacor Sourced Content mix as necessary to result in a mutually agreeable Premium Product. Synacor will use commercially reasonable efforts to ensure that its Synacor Sourced Content is current and relevant in the market. Synacor will not source Premium Products with the intent that such Content will not comply with the content restrictions in Section 7 of Schedule C. However, certain Content, such as movie or music related Content, may include some of the restrictions included in Section 7 of Schedule C.

- (a) Premium Products . The following Premium Products and Content are proposed, pending prior Content Provider approval, as an offering to be made available (on promotional and packaging terms mutually acceptable to Client and Synacor) to Client for distribution to Users with a Subscription Account for the Premium Product fees described below:

(i) General Interest Package :

- A. **Shockwave ®Unlimited™** – An advertising-free, premium games service, which provides Users with online and download access to a vast selection of games-hundreds of them.
- B. **Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica’s Student and Concise encyclopedias, and thousands of exclusive video and audio clips.
- C. **Nick Jr. Boost** – An educational online service available from the creators of Nick Jr. and Noggin. Preschoolers can acquire math, literacy and Spanish language skills with their favorite Nickelodeon friends.
- D. **American Greetings** – The ultimate card store on the Internet; enables Users to enhance their relationships by sending premium eCards and printed greetings and projects.
- E. **MLB.com Live Baseball** – Allows Users to listen to every regular season and postseason game (both home and away feeds), catch all the key plays with game highlights, watch the entire game or parts of archived games, and stay updated with daily fantasy baseball news and notes.
- F. **NASCAR.com Race View** – Allows Users to see live racing action from 3 virtual camera angles, track pit stats and times, get instant crash and caution updates and view real time driver data positions. Users can move effortlessly between the entire field of drivers

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without missing a moment of the race, track driver speeds and times behind the race leader, and listen to driver and team communication.

- G. NHL ® Premium Video** – Select condensed NHL game videos available shortly after each game.
- H. Fox Sports Video** – Hundreds of ad-free videos across dozens of sports, easy to search and find what Users want; top sports news, spotlights and editors picks included.
- I. weather.com ® (Weather Channel Video Service)** – local, regional and national video weather reports and special feature categories.

(ii) Education Package:

- A. Nick Jr. Boost** – An educational online service available from the creators of Nick Jr. and Noggin. Preschoolers can acquire math, literacy and Spanish language skills with their favorite Nickelodeon friends.
- B. Clever Island** – 90 interactive games and activities targeting 27 learning skills, with regular updates. Clever parent center with kids’ progress reports developed by experts from Hanna Barbara, The Learning Company and Harvard University.
- C. Award Funways** – Funways is a 3D virtual world that children explore with the help of a personalized avatar, compelling learning tools, games and activities. The product is designed to promote learning in four key areas: literacy, math, creativity, and values.
- D. Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica’s Student and Concise encyclopedias, and thousands of exclusive video and audio clips.
- E. iKnowthat.com** – Allows children from ages 2 to 12 to discover the magic and power of lifelong learning skills. All activities are highly interactive, and use state-of-the-art web multimedia, including heavy animation, sound, and digitized children’s voices.
- F. DK ® Learning Games** – DK Learning is high-caliber content from well-known children’s publisher Darling Kindersley. Includes a wide range of a educational games and activities. Titles are specially designed for kids of all ages, including 3D World Atlas, I Love Spelling, Punctuation Made Easy, and many more.
- G. Boston Test Prep** – Online SAT prep course makes the preparation process easy and quick. Practice with over 2500 SAT-style questions. Evaluate strengths and weakness immediately. Study with more than 30 audio/video lessons.

(iii) Games Package:

- A. LEGO PC Games** – Access to download any of 18 Lego-branded PC games such as Lego Racers and Lego Island. Enjoy the safety and reliability of official, unmodified, Lego software offering full versions of Lego’s PC games for download.
- B. Yummy Arcade from Yummy Interactive** – Hundreds of games for the everyday gamer with unlimited access, no time limits or annoying ads. Play your favorite games anytime, including Diner Dash, Bejeweled and many more.
- C. Atari Classics from Yummy Interactive** – Bring back memories with original Atari 2600 and arcade games with unlimited access, no time limits or annoying ads. Play your favorite games anytime including Centipede, Breakout, Missile Command and many more.
- D. IGN Insider** – IGN.com’s premier Insider Access, which includes exclusive ad-free access to reviews, codes, and previews.

As Client’s existing related contracts expire, and/or as the need arises, Client will discuss with Synacor and consider in good faith Synacor’s then-current Premium Product offerings, including relevant economic terms, in the area of security, back-up and storage, and PC optimization tools.

(b) Premium Product and Content Fees.

Monthly Subscription Fees (the fees identified below are the sole and only fees payable by Client to Synacor for the following Premium Products; no other costs, such as content

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delivery network costs, etc., shall be payable by Client to Synacor related to such Premium Products):

- General Interest Package: Client's cost shall be [*] per Subscription Account per month.
- Education Package: Client's cost shall be [*] per Subscription Account per month.
- Games Package: Client's cost shall be [*] per Subscription Account per month.

The foregoing fees are "valid for these Premium Products to the extent the relevant Premium Product is implemented and offered by Client to Users within [*] of the Commercial Launch Date. If any such Premium Product is not implemented and offered to Users by such time, Synacor may set new fees at the time Client requests implementation of such Premium Product. Once implemented and offered to Users, the applicable fees at the time it is implemented and initially offered to Users shall remain constant for the remainder of the Term, unless Client suspends or terminates its offering of such Premium Products for a period of time during the Term.

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SCHEDULE E TO MASTER SERVICES AGREEMENT CONTENT DISTRIBUTION TERMS AND CONDITIONS

1. Definitions

- (a) “Client Provider” means a third party from whom Client obtains distribution rights for the Client Sourced Content.
- (b) “Client Sourced Content” means the content (whether Portal Content or Premium Content) provided by Client or Client Providers which has been integrated into the Synacor platform technology and is offered either separately or as part of the Service.
- (c) “Content” means the Synacor Sourced Content and/or the Client Sourced Content, depending on the context of its use.
- (d) “Content Provider” means the Client Providers and Synacor Providers, collectively.
- (e) “Portal Content” means Content that is free to the User and that is available without entering a username and password.
- (f) “Premium Content” means subscription- and fee-based Content that requires a username and password to access.
- (g) “Premium Products” means two or more Premium Content offerings that are bundled into a single product.
- (h) “Synacor Provider” means a third party from whom Synacor obtains distribution rights for the Synacor Sourced Content.
- (i) “Synacor Sourced Content” means the content (whether Portal Content or Premium Content) provided by Synacor or Synacor Providers through Synacor and offered to Users, whether individually or bundled as part of a Premium Product.

2. Content. The Content to be included in the Client Branded Portal may be Synacor Sourced Content and/or Client Sourced Content, as agreed upon by the parties. All Portal Content and Premium Content are subject to the terms and conditions included in this Schedule. Client’s right to distribute the Synacor Sourced Content is a non-exclusive distribution right. Synacor will use commercially reasonable efforts to ensure that Content complies with the content restrictions in Section 7 of Schedule C; provided, however, that Client understands and agrees that some Content, including but not limited to movies and music, may not be in compliance with such restrictions.

3. Users, Registration Pages. It is intended that the Content will be accessed by Users through the System described in Section 4, below. Synacor may require the use of user interfaces or other identification verification methods in order for the Users to access the Content. As may be determined by the parties and subject to revision during the Term as the parties may determine, System web pages and/or Content will be hosted and served by Synacor or Client, subject to the approval of Synacor (such approval not to be unreasonably withheld).

4. Content Hosting and Delivery System. Synacor will provide to Client a content provisioning solution, and, with respect to Premium Content, Synacor will maintain a User registration and login system that is integrated with its Content provisioning solution (the “System”) which will be used to control User access to the Content and to manage the updating and delivery of the Content, to the User. Depending upon the System implementation for Client, as such may be revised during the Term by consent of the parties, hosting and serving of Content may be provided by Client, Client Providers, Synacor and/or by Synacor Providers. To the extent that Synacor Provider’s systems are used to host or serve Content, the service levels and availability of such systems for Users will be no lower than the service levels and availability of such systems to other content distributors or consumers. Through

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the System, Synacor may, with Client's permission: (i) offer new Content which it has obtained for distribution; (ii) create and modify bundles of Content to be made available to Users; (iii) edit or modify the editorial Content and design of the web pages with which the consumer interacts in order to access the Content; and (iv) remove any or all of the Content from availability to Client's Users. Client shall notify Synacor of its decisions regarding the offering of Content through the System in writing, and Synacor shall take all commercially reasonable steps necessary to implement any such Client decisions as soon as is reasonably practicable; provided, however, that where Client requests that any specified piece of Content be removed from the System, Synacor shall remove such title or titles from the System as expeditiously as possible, and in all events within 72 hours after receipt of notice (e-mail or phone call will suffice) from Client.

5. Subscriber Billing. User billing will be the sole responsibility of Client.

6. Terms of Use. In order to open a Subscription Account, each User will be presented with Client's Terms of Use, which will be substantially similar to those referenced at Schedule G (the "TOU"). Prior to acceptance of the TOU, Synacor shall present each User with the opportunity to review and agree to the TOU. Synacor shall not amend, modify or otherwise change the TOU without the consent of Client, which will not be unreasonably withheld or delayed; provided, however, that the terms of the TOU may need to be updated by Client to the extent necessary to comply with the requirements of a Synacor Provider or applicable law.

7. Licenses.

(a) Subject to the provisions of the Agreement, Synacor grants to Client during the Term a limited, non-exclusive, non-transferable right and license to: (i) copy, transmit and distribute individual copies of the Synacor Sourced Content, solely for purposes of distributing the Synacor Sourced Content to Users located in the United States and otherwise fulfilling its obligations under this Agreement and under applicable laws and regulations; and (ii) use and utilize such Synacor and Synacor Provider trademarks, logos and other works which are protected by intellectual property rights laws (the "Synacor Properties") in connection with the distribution of Content to Users pursuant to this Agreement. Client expressly agrees that it shall not, and shall not through contract, the TOU, or otherwise, give consent to any third party to duplicate, copy, modify, amend, add to, delete from or otherwise make any change whatsoever in or to the Synacor Sourced Content or otherwise violate any intellectual property rights in the Synacor Sourced Content, including, but not limited to, copyrights of third parties therein.

(b) Subject to the provisions of the Agreement and any applicable, disclosed supplier agreement, Client grants to Synacor during the Term a limited, non-exclusive, non-transferable right and license (royalty free to Synacor) to: (i) transmit and distribute individual copies of the Client Sourced Content, solely for purposes of distributing the Client Sourced Content to Users; and (ii) use and utilize such Client and Client Provider trademarks, logos and other works which are protected by intellectual property rights laws (the "Client Properties") in connection with the distribution of Content to Users pursuant to this Agreement. Synacor expressly agrees that it shall not, and shall not permit any third party to, duplicate, copy, modify, amend, add to, delete from or otherwise make any change whatsoever in or to the Client Sourced Content or otherwise violate any intellectual property rights in the Client Sourced Content, including, but not limited to, copyrights of third parties therein.

(c) As to individual pieces of Content, the rights and licenses to use such Content as granted herein shall expire upon the expiration or earlier termination or expiration of the agreement pursuant to which distribution rights and license to such Content were obtained. Either party (the "Terminating Party") shall have the right to terminate this Agreement immediately as to any particular Content upon notice to the other party: (i) if the Terminating Party reasonably believes the distribution of such Content exposes it to potential legal liability; or (ii) in the event a Synacor Provider or Client Provider ceases to operate a site or produce or distribute such Content.

8. Proprietary Rights.

(a) Subject to the rights and licenses granted in the Agreement, Synacor (and its licensors, including, but not limited to, the Synacor Providers) retains all rights, title and interest in and to all their respective copyrights, trademarks, trade names, logos, patents and other intellectual property and proprietary rights in and to the

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Synacor Sourced Content. No title to or ownership of any Synacor Sourced Content and/or any part thereof is hereby transferred to Client or any third party.

(b) Subject to the rights and licenses granted in the Agreement, Client (and its licensors, including, but not limited to, the Client Providers) retains all rights, title and interest in and to all copyrights, trademarks, trade names, logos, patents and other intellectual and proprietary rights in and to the Client Sourced Content. No title to or ownership of any Client Sourced Content and/or any part thereof is hereby transferred to Synacor or any third party. Client also retains all rights, title and interest in and to Client's trademarks, trade names and logos. Synacor shall comply with all reasonable requests of Client to protect the proprietary rights of Client and its licensors.

(c) Except for any license granted herein or licenses otherwise granted to a party pursuant to its agreement with a Content Provider, neither party claims any licenses, rights, title, interest or intellectual property rights in the Content Provider Content, and the parties agree that all licenses, rights, title, interest and intellectual property rights of any kind in and to the Content Provider Content are claimed to be entirely owned or licensed by and reserved to the applicable Content Provider and may be used by the Content Provider in such manner as the Content Provider may choose. Each party agrees that to the extent it acquires or creates any rights in the Content Provider Content that may inure to such party in connection with this Agreement or from such party's use of the Content Provider Content hereunder (hereinafter referred to as "Derivative Content"), it will (a) assign to the applicable Content Provider all right, title and interest in the Derivative Content, together with the goodwill attaching thereto, and (b) not register or attempt to register an intellectual property right in the Derivative Content. Each party agrees to execute and deliver to a Content Provider or the other party, as requested, any documents required to register it as a registered user of any Content Provider Content and to follow any instructions of a Content Provider or the other party as to the use of any Content Provider Content.

9. Content Provider Requirements.

(a) For Client Sourced Content that Client wants to make available on the Client Branded Portal, Client agrees to utilize the user interfaces or other identification verification methods of the System, as described in Section 3 of this Schedule, without modification, including, but not limited to, framing or co-branding, unless Client has obtained the prior written consent of Synacor to do otherwise.

(b) Client acknowledges and agrees that the look, feel, size and placement of any Synacor Sourced Content on the User access web pages (and any change or modification thereof), as described in Section 2 of this Schedule, is subject to Synacor's approval, which may include terms, conditions and restrictions on the use of such Synacor Sourced Content or which may be withdrawn at any time.

(c) Access to the Premium Content may be included as part of a premium Client Internet service package which may be offered, on User terms to be solely determined by Client, as part of a premium tier of Internet service or at an additional charge payable by the User. Client will not, at any time, permit access to the Synacor Sourced Content by any person via the general Internet or other access method other than through Synacor's System.

(d) Neither Synacor nor a Synacor Provider shall have any liability in the event a Synacor Provider exercises its rights to terminate the rights and licenses to use Synacor Sourced Content as provided in Section 6(c) of this Schedule.

(e) Client agrees that Synacor has the right to withdraw all Content upon termination or expiration of the Agreement (inclusive of any Wind-Down Period) without liability and, upon such termination or expiration, and at Client's option, to provide for the seamless migration of any Users or subscribers of Synacor Sourced Content to the Synacor Provider.

(f) Without the consent of Synacor, and to the extent Synacor does not have the right to do the following, Client will not: (i) send any interstitials, pop-up windows, or other messages or files to Users during the time in which any Synacor Sourced Content is displayed, other than customer service or network security related messages; or (ii) sell any advertising in, on, or related to any Synacor Sourced Content, including but not limited to banners, buttons, links, streaming audio or streaming video advertisements. In connection with

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Synacor Sourced Content distributed pursuant to this Agreement, without the prior submission to Synacor of any relevant materials which Synacor may request (including, but not limited to, web pages), and unless Client has obtained Synacor's or the relevant Synacor Provider's written approval, Client will not use the name, logo or any of the proprietary marks of any Synacor Provider in any sales, advertising or marketing materials; provided, however, that: (1) Synacor agrees that it has permission from all necessary Synacor Providers to use, and to the extent such use is deemed a use by Client, to allow Client to use, such Synacor Provider's name, logo and proprietary marks on the Client Branded Portal specifically as provided by Synacor for the Client Branded Portal; and (2) that Synacor shall review and approve or disapprove (in its reasonable discretion), or, where necessary, get the Synacor Provider's approval or disapproval, of such proposed use of a Synacor Provider's name, logo or proprietary marks within 5 calendar days of Client's request to use such Synacor Provider's name, logo or proprietary marks.

(g) Client and Synacor expressly acknowledge that each Content Provider is a third party beneficiary to the Agreement solely for purposes of enforcement of the provisions of this Agreement relating to the Content Provider's Content, and that any Content Provider may, in its sole discretion, take any and all action, including but not limited to commencing any legal action, to enforce its rights pursuant to this Agreement.

CONFIDENTIAL TREATMENT REQUESTED

**SCHEDULE F
TO
MASTER SERVICES AGREEMENT
SERVICE LEVEL AGREEMENT AND CUSTOMER SUPPORT PROCEDURES**

SERVICE LEVELS

I. General

A. Client wishes to host Synacor's Software and Client data related to the Service within a data center it designates on hardware purchased or leased by Client. Synacor will provide Client a list of recommended hardware which Client may purchase or lease. Client will procure and provision all hardware reasonably necessary to support and maintain the Services. Client will ensure that (i) the hardware and equipment associated with the Services are dedicated solely to the Service (unless otherwise agreed to by the parties), and are located in a caged, dedicated space within the data center, (ii) subject to reasonable facility access rules and restrictions and emergency or exigent circumstances during which access may be denied entirely, Synacor has authorized remote access to the data center and the relevant hardware 24x7x365 and physical access to the data center as necessary, and (iii) Client and any of its employees, agents or representatives will not access, modify, move, or otherwise disrupt the hardware or equipment related to the Service, either in person or remotely, except in emergency situations or when otherwise agreed to by the parties.

B. Client will be responsible for any outage of the data center or portions thereof caused by Client, its employees or agents and not caused by the equipment, Software or personnel (or agents) of Synacor. Synacor will perform daily onsite backups of all data to ensure recoverability of data in the event of an outage; Client will archive the images of such backups and store offsite in accordance with Client's current business continuity/disaster recovery practices. Additionally, Client will be responsible to obtain and maintain 24x7x365 support for all hardware throughout the Term. Client will upgrade the hardware as reasonably necessary, including in the following instances: (a) if the Software stack that Synacor is maintaining, whether it is Synacor Software or other Software used in the provision of the Services, is no longer compatible with the underlying hardware or operating system (provided that Synacor is making the same or similar upgrade to similar equipment it uses to provide hosting for other clients for services similar to the Services). Synacor will provide Client with the appropriate new hardware bill of materials ("BOM") for Client to procure and provision; (b) if the hardware vendor no longer supports the underlying operating system or firmware on such hardware, then Synacor will provide a recommended new hardware BOM for Client to procure and provision and Client will upgrade such hardware accordingly; and (c) if any of the hardware components fail, Client will be responsible to replace the failed component or ensure that its hardware vendor has access to the failed hardware for replacement, such replacement to occur as soon as reasonably "practicable" after notice from Synacor or when Client otherwise becomes aware of the hardware failure. In the event any hardware has failed, Client will ensure that it or its hardware support vendor works in good faith with Synacor to transition any Software or data to the new hardware as necessary.

C. Synacor shall provide, 7x24x365, the service levels in this Service Level Agreement ("SLA"), as follows, as measured on a monthly basis beginning from the Commercial Launch Date.

- D. Contact Information:
Synacor Technical Service Support : 866.535.8286 or tss@synacor.com
Synacor Network Operations Center: [*]
Client Technical Services Support: [*]
Client NOC: [*]
Client hosting center (for escalations only): [*]

Each party will use commercially reasonable efforts to provide the other party at least 30 days' prior notice if the foregoing contact information changes.

II. Monitoring and Reporting

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A. In an effort to detect potential problems before they impact the availability and performance of the System or Services, Synacor continuously monitors the status of the systems using both automated and manual tools employed in its 24 by 7 network operations center (“NOC”). Synacor shall report to Client, via email to [*] and via phone call to Technical Support Jeopardy Management at [*], immediately after discovery, all instances (however brief) of failures to meet Portal Availability (as defined below), Email System Availability (as defined below) and all other instances of incidents, outages or downtime affecting the User registration and login system or the Service (or portions thereof), regardless of whether or not Synacor bears responsibility for such failures, incidents, outages or downtime.

B. Synacor shall also provide Client monthly reports providing detailed information regarding incidents, outages or downtime affecting the Client Branded Portal (inclusive of Synacor provided Portal Content that is hosted by Synacor in a Synacor or QCC data center) and email Service, the duration of such, resolution and impact to monthly SLAs. Client will provide Synacor monthly reports providing detailed information regarding incidents, outages or downtime affecting the Client managed network infrastructure (network hardware and Internet connectivity). Synacor’s monthly reports to Client shall also include the following information:

1. MTA email server connections (measuring of the number of connections dropped due to email IP blacklists or reputation services):
 - (i) Total number of connections made to Synacor email servers for Users; and
 - (ii) Total number of connections dropped that are made to Synacor email servers for Users.
2. Email statistics (measuring the effectiveness of spam filtering);
 - (i) Total number of emails accepted for Users;
 - (ii) Total number of emails not delivered to Users due to spam filtering;
 - (iii) Total number of emails for Users identified as infected with malware attachments;
 - (iv) Total number of emails for Users identified with malicious URL links in the email; and
 - (v) Total number of emails for Users delivered to Users but placed in their “junk” or “spam” email folders but not automatically deleted.
3. User complaints (measuring other malicious activities directed against Users):
 - (i) Total number of phishing attempts of which Synacor becomes aware for email delivered to Users on Synacor’s email platform;
 - (ii) Total number of compromised User accounts of which Synacor becomes aware; and
 - (iii) Total number of automated and manual responses Synacor sent out to Users who sent in abuse complaints.
4. ISP complaints: any known blacklisting of Synacor IP space or email services that would affect delivery, sending or receiving of User email.

C. The parties will schedule a standing monthly operations review meeting that will cover all metrics covered in the monthly report (which schedule of meetings may be modified upon agreement of the parties).

III. Portal Availability

A. “Portal Availability” means that the Client-Branded Portal (inclusive of Synacor provided Portal Content that is hosted by Synacor in a Synacor or QCC data center) is fully functional with [*] average uptime in any calendar month. As an example, Content Synacor includes on the Portal from STATS and Grab Networks is not currently hosted by Synacor, but Content from AP and Events Media is hosted by Synacor. For these purposes, “Fully Functional” means that the applicable Service is continuously operable, available, and responsive to Client’s Users without delay or malfunction, [*]. Portal Availability excludes:

- (i) downtime or degradation due to Maintenance (as described in Section VII, below) provided that prior written notice of the maintenance window is given to Client;

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- (ii) the inability of Users to access the Client Branded Portal, Content, or any other Services as a result of such Users' Internet/network connection;
- (iii) the inability of Client Providers to update or deliver Content, provided that the inability is not due, in whole or in part, to Synacor.
- (iv) downtime or degradation due to a security intrusion event as described in Section VI SECURITY, below, or a 'denial-of-service' attack from external sources outside Synacor's control;
- (v) downtime or degradation due to problems with Client-provided data APIs, authentication mechanisms or similar services (except to the extent that such problem is due to an act or omission of Synacor or its agents, provided Synacor knew or reasonably should have known that it had an obligation to act);
- (vi) downtime or degradation of email services, which are covered under the separate service level requirements of Section IV;
- (vii) downtime or degradation due to Client's or its data center's unreasonable failure to permit Synacor remote access, in accordance with Schedule I, to the data center or the hardware on which the Service related Software and data reside;
- (viii) downtime or degradation due to a failure of Client's hardware or bandwidth dedicated to the Services;
- (ix) downtime or degradation due to Client's failure to comply with its obligations under this Schedule F or Schedule I; and
- (x) downtime or degradation due to Client's failure to provide notice as set forth in Section V, below.
- (xi) downtime or degradation due to a failure of Client data center (including, but not limited to, any failure related to power or cooling) not resulting from the act or omission of Synacor or its agents.

B. Portal Availability Credits. If Synacor fails to meet the monthly SLAs above for any month during the Term (inclusive of the Wind-Down Period), as identified in the monthly report given to Client, and if Client makes a request to Synacor within [*] of the end of the month in which Synacor failed to meet the SLA, the Portal Availability credits set forth below will be applied to Client's account for each month during which Synacor failed to meet the required Portal Availability. To the extent possible, the credits will be applied during the billing period following the month in which such failure occurs and shall be detailed as a separate line item on the invoice. For example, if SLA credits are due for failures that occurred in the month of September, such credits will be applied to the October billing period.

- a. A credit of [*] of the monthly Platform Fees identified in Attachment A in the applicable month, plus an additional [*] of such fees for every increment of [*] by which Portal Availability fails to meet the required percentage, up to a maximum of [*] of the Platform Fees which would otherwise have been payable by Client to Synacor for the applicable month.
- b. Chronic Portal or Synacor-hosted Content Unavailability. Client shall receive the credits set forth in (a) above, and in addition shall have the right to terminate the Agreement for cause upon 30 days written notice to Synacor, in the event that the Client Branded Portal or Synacor-hosted Content is unavailable for the duration of any of the following:
 - (i) [*]
 - (ii) [*]

IV. Email System Availability

A. "Email System Availability" means that the email Services provided to Client, as described in subsections (i) through (iv) below, are Fully Functional with [*] average uptime in any calendar month.

- (i). Webmail—core webmail features, including login, folder view, message view, and message composition.
- (ii). Post Office Protocol ("POP") — POP and Internet message access protocol ("IMAP") access will be subject to the [*] Portal Availability measurement.

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(iii). Incoming SMTP - [*] of incoming email will be delivered to the recipient's mailbox within [*] minutes of receipt at Synacor's SMTP servers, except where Synacor is receiving substantially more email than is normally received a denial-of-service attack or a severe increase in the amount of unsolicited email.

(iv). Outgoing SMTP—delivery of outgoing messages can be affected by a number of factors, including deferrals or rejections by receiving SMTP servers, faulty mail exchanger ("MX") records, and Internet transit. However, Synacor guarantees that [*] of all outgoing email will be sent to its destination within [*] minutes, provided, however, that Synacor shall not be responsible for whether emails are received or accepted by the destination email.

B. For all email transactions and processing, Synacor shall, for security reasons, use Port 587 and exclude the use of Port 25.

C. Email System Availability excludes the following situations (to the extent beyond Synacor's reasonable control):

- (i) mass mailings [*] by Client without prior notification to Synacor (so Synacor can mitigate systems impacted by such actions);
- (ii) a User being blocked or Client being blacklisted by a third-party as a result of mass mailings by Users;
- (iii) attacks perpetrated by compromised accounts (defined as an email account that an unauthorized user has gained access to and is able to act on behalf of the authorized User);
- (iv) open email relays on the Client's network that are not managed by Synacor;
- (v) downtime or degradation due to Client's or its data center's failure to permit Synacor remote access to the data center or the hardware on which the Service related Software and data reside;
- (vi) downtime or degradation due to a failure of Client's hardware or bandwidth dedicated to the e-mail Services;
- (vii) downtime or degradation due to Client's failure to comply with its obligations under this Schedule F or Schedule I; and
- (viii) downtime or degradation due to Client's failure to provide notice as set forth in Section V, below.
- (ix) downtime or degradation due to a failure of Client's data center (including, but not limited to, any failure related to power or cooling) not resulting from the act or omission of Synacor or its agents.

D. Due to the distributed architecture Synacor uses to deliver email services, it is likely that downtime (email system unavailability) or degradation may only affect a subset of the total user base. In the event of a failure of one or more mail-drop servers, downtime (system unavailability) will be calculated based on the affected Users as a percentage of the total User base. For example, if 10% of the User base was affected by the email system unavailability for 30 minutes, the official downtime would be 3 minutes. [*]

E. Email System Availability Credits. If Synacor fails to meet the monthly SLAs above for any month during the Term (inclusive of the Wind-Down Period), as identified in the automated monthly report given to Client, and if Client makes a request to Synacor within 30 days of the end of the month in which Synacor failed to meet the SLA, the Email System Availability credits set forth below will be applied to Client's account for each instance of Synacor's failure to meet the required Email System Availability. To the extent possible, the credits will be applied during the billing period following the month in which such failure occurs and shall be detailed as a separate line item on the invoice. For example, if SLA credits are due for failures that occurred in the month of September, such credits will be applied to the October billing period.

- a. A credit of [*] of the monthly Platform Fees identified in Attachment A in the applicable month, plus an additional [*] of such fees for every increment of [*] by which Email System

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Availability fails to meet the required percentage, up to a maximum of [*] of the fees for email Services which would otherwise have been payable by Client to Synacor for the applicable month.

- b. Chronic Email System Unavailability. Client shall receive the credits set forth in (a) above, and in addition shall have the right to terminate the Agreement upon 30 days written notice to Synacor, in the event that email Services are unavailable for the duration of any of the following:
- (i) [*]
 - (ii) [*]

V. Client Changes and/or Actions

Prior to taking any of the actions identified below, and unless different (or no) notice requirements with respect to any such actions are agreed upon in a written implementation plan, Client shall give Synacor notice, as set forth below, with respect to the various actions set forth below:

Action / Change

Addition, by the Client, of third-party Content or application to the System (for example, advertising or marketing promotions) that is not routine or otherwise the subject of an integration plan.

Insertion, by the Client or its delegates, of HTML Content using Synacor's content publishing interfaces and APIs.

Addition of new cookies to portal or webmail domain or q.com domain (or other domains managed by Synacor on behalf of the Client under this Agreement) by Client or third party acting on behalf of Client.

Promotions or other marketing activities that Client reasonably believes will increase Client Branded Portal usage by [*] or more.

Material changes to Synacor-facing APIs and data exchange mechanisms.

Changes to the hosting facilities (inclusive of managed network infrastructure, and exclusive of a move of the data center which would require more advanced notice) and/or bandwidth provided to Synacor hereunder.

Sending of mass emails by Client.

Changes / configurations to name service, including MX record.

Required Notification

Client will provide full technical details of proposed change to Synacor [*] prior to implementation.

Client will notify Synacor at least [*] prior to insertion.

Client will notify Synacor at least [*] prior to implementation.

Client will notify Synacor at least [*] prior to undertaking such promotions or marketing activities.

Client will use reasonable efforts to notify Synacor at least [*] prior to implementation.

Client will notify Synacor at least [*] prior to undertaking maintenance or testing that Client reasonably believes will impact Synacor's provision of the Services.

Client will notify Synacor at least [*] prior to mailings to [*] or more of HSI Subscribers.

Client will notify Synacor at least [*] prior to implementation.

VI. Security

A. Synacor's security team proactively evaluates network security risk, inclusive of risk to the system and Services, develops and implements policies and incident prevention programs, educates management and staff about security policies, and handles computer security incidents.

B. **System Intrusion.** In the event of a System intrusion by an unauthorized person or malicious code, affected parties will be notified and a solution will be implemented. Notification of such events to Client by Synacor will occur upon confirmation by Synacor's security team that there was a bona fide intrusion event, but in no event later than 3 days after the event.

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C. Network Security . Synacor will at all times during the Term maintain network firewalls, load balancers and intrusion detection devices to prevent, among other problems, unauthorized access to the network infrastructure and Systems. Network attacks such as denial-of-service attacks are logged. Synacor will notify Client when such attacks are detected and collaborate with Client to assess the validity of such attacks. Synacor shall at all times during the Term encrypt data during the Client authentication process and Synacor shall update Client should changes occur to such process.

D. Physical Security . As between the parties, Client shall be responsible to ensure the physical security of the data center and the hardware and equipment dedicated to the Services and System within the hosting center used by Client. With regard to any failure by Client to maintain security of the hardware Synacor shall be entitled to relief from the applicable SLAs as outlined above. Additionally, Synacor will not be responsible for, and Client agrees to indemnify Synacor for, any third party Claims related to data loss that results from Client's failure to maintain physical security of the hardware, provided that the loss is not caused by Synacor or its agents or representatives.

E. Phishing Attacks/Attempts . In addition to the foregoing, Synacor shall immediately notify Client's security team, at [*] (or such other number or e-mail address (Client may request that these notifications occur via email) as provided by Client to Synacor), of all instances or attempts of phishing directed at Users.

VII. Maintenance Windows

A. Synacor may reserve one or more windows for weekly application revision/infrastructure maintenance, should the need for such maintenance arise. Typically Synacor conducts maintenance in a 4 hour window from 1:00am to 5:00am Mountain Time every Monday ("Scheduled Maintenance Window") and will use commercially reasonable efforts to perform such maintenance during times of least impact to Users. However, Synacor may move or add maintenance windows as necessary. In the event maintenance will be needed during the Scheduled Maintenance Window, Synacor will notify the Client no less than 2 business days prior to the window. In the event a maintenance window needs to be moved or added, Synacor will gain written approval from Client of the day and specified window of time for such maintenance prior to conducting such maintenance. If it is determined during the conduct of any maintenance that the maintenance will run over the allotted or agreed window, Client will be notified immediately via e-mail to [*] and via phone call to Technical Support Jeopardy Management at [*] and be asked to provide, at its reasonable discretion, approval for the extension, and receive regular updates until the maintenance is complete. During these maintenance windows and any approved extensions thereof, the System and Services may be unavailable to Client and Client's Users. Scheduled Maintenance Windows and any approved extensions thereof are not counted against Portal or Email Availability percentages.

VIII. Emergency Maintenance Notification

A. In the event that maintenance is required outside of the Scheduled Maintenance Window and it will adversely affect Client's Users, Synacor will notify Client about the emergency maintenance window as soon as Synacor determines such emergency maintenance window is needed. Notification will detail the expected degree of adverse effect on the applicable Service or availability thereof. Emergency maintenance windows are counted against Portal or Email Availability percentages (as applicable), unless Synacor and Client mutually agree otherwise in writing (email being sufficient for this purpose).

IX. Customer Support Procedures

A. Incident Management.

Tier 1 – Client will provide first level support to Users, consisting of: (i) handling questions from Users regarding customer/technical support, order processing, data center related issues, network infrastructure (network hardware and Internet connectivity) and related issues and use of the Service; and (ii) accepting and responding to problem calls from Users relating to the Service; (iii) supporting User devices and underlying Client systems and architecture; and (iv) providing notification to Synacor of changes, maintenance, and outages of underlying systems that may affect Service.

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Tier 2/Tier 3 – Synacor will provide second level support to Client and Users, consisting of: (i) accepting and responding to problem escalations reported by Users or representatives of Client with regard to problems that cannot be resolved by Client; (ii) resolving reported problems; (iii) providing notification to Client of changes, maintenance, and outages of underlying systems that may affect Service.

Synacor will provide Client and Users (in the case of Users, Tier 2 and Tier 3 level support) the following:

- (i) Technical support offered in English.
- (ii) Email address for submitting 2nd level support incidents to Synacor.
- (iii) Phone support (via warm transfer) 24 hours a day, 7 days a week.

B. Priority. Client will estimate the priority at the time the incident is reported. The priority can change at any time during the process. Incidents will be categorized by product category, with the following priorities definitions:

Priority 1 (P1) means that the system or Service is substantially non-operational such that it causes severe commercial impact and there are no known workarounds.

Priority 2 (P2) means a problem with the system or Service that causes significant commercial impact which cannot be resolved (temporarily) by workarounds.

Priority 3 (P3) means a non-critical problem or incident with the system or Service where Client is able to continue to utilize the System or Service and a workaround is not available.

Priority 4 (P4) means an incident that is not a P1, P2, or P3 incident, is non-critical, and for which an applicable workaround is available.

“Support Response Time” means the elapsed time between the incident escalation by Client and the time within which Synacor begins support as verified by a verbal or email confirmation to Client.

Standard Support Response Times are as follows:

Incident Priority	Initial Synacor Response	System Fix or Workaround Implemented
P1	[*]	[*]
P2		
P3		
P4		
[*]		

C. Synacor will be responsible for the control and management of incident calls and assignment of priority and escalation to resources within Synacor in its sole and absolute discretion. Client reserves the right to escalate as reasonably required should stated response times not be met or response is not detailed enough for Client to manage overall customer response (IVR, internal escalation, etc). Synacor shall provide Client a monthly report detailing Tier 2 and 3 calls made to Synacor during the month (inclusive of incident description, duration/resolution of incident, impact of incident and response times for each incident).

X. Escalation Path

A. The escalation process consists of the reporting, troubleshooting, diagnosis, and resolution processes. The table below sets forth the time within which a specified Synacor employee or agent will respond to contacts regarding any system or Service incidents, outages or failures or any support inquiries identified by either Client, Synacor or any Content Provider. All incidents are initially assigned to a Synacor support engineer to be addressed substantially in accordance with the Standard Support Response Times set forth above and will thereafter follow the escalation path set forth below; upon reasonable request by Client, Synacor will move an escalation from the Standard Support Response Times to the escalation path set forth below. However, Synacor may choose from time

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to time to handle issues outside of the escalation path indicated below if, in Synacor's reasonable judgment, such issues either need to be escalated more quickly or can be resolved without escalation, but in any such event Synacor's response time shall not exceed the response times set forth above.

		Synacor (individual contacts and phone numbers may change from time to time upon written notice)
Escalation Levels	Escalation Response Time	
Level 1	Synacor Technical Support Agents available 24 hours per day, 7 days per week for portal issues. M-F for vendor issues, provided that severe incidents will be initially supported by Synacor and escalated to the relevant vendor during weekends as well.	Synacor TSS Team tss@synacor.com 1.866.535.8286
Level 2	Level 2 should be contacted if the issue is not answered within 15 minutes.	Support Supervisor [*]
Level 3	Level 3 should be contacted if the issue is not answered within 15 minutes from either Level 1 or Level 2.	Operations Support Manager [*]
Level 4	Level 4 should be contacted if the issue is not answered within 30 minutes from Level 1, Level 2 or Level 3.	Director of IT [*]
Level 5	Level 5 should be contacted if the issue is not answered within 60 minutes from Level 1, Level 2, Level 3 or Level 4.	VP of IT [*]

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**SCHEDULE G
TO
MASTER SERVICES AGREEMENT
TERMS OF USE**

The User TOU shall be the then-current “Qwest High Speed Internet Subscriber Agreement” or its successor document found at www.qwest.com or a successor site (and as of the Effective Date, more specifically found at <http://www.qwest.com/legal/highspeedinternetsubscriberagreement/>).

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**SCHEDULE H
TO
MASTER SERVICES AGREEMENT
DEVELOPMENT SERVICES**

1. Phase 1 (the time period for Phase 1 shall be set forth in Schedule J).

A. Support Representative Authentication : With regard to the support tool for Client's support representatives, during Phase 1, authentication will be provided on an individual representative level basis using a proxy to an active directory source managed by Client.

B. Links to Client Content : Synacor shall provide Client Branded Portal links to Client Content, including Client's "qZone."

C. Registration Flow : Synacor will provide a registration flow for new Users, but Client will be responsible to either (i) utilize Synacor's standard APIs with Client's Quick Connect integration flow tool for the registration process, or (ii) utilize a walled-garden hand-off to Synacor's registration flow from Client's Quick Connect installation flow tool, as will be further described in Schedule J.

2. Phase 2 (the time period for Phase 2 shall be set forth in Schedule J).

A. Support Representative Authentication : With regard to the support tool for Client's support representatives, during Phase 2, and provided Client's LDAP is available, Synacor will integrate with Client's LDAP to allow for authentication for single sign-on at an individual representative level.

B. APIs : Synacor shall provide Client with authentication and session management APIs. These APIs shall be subject to the Portal Availability requirements and credits sections of Schedule F as if they were the Client Branded Portal thereunder. The APIs shall allow Client to: (1) programmatically authenticate Users; (2) distinguish between primary and secondary accounts; (3) link Users back to a Client account; and (4) programmatically manage User sessions.

C. Account Creation Mask : At Client's request, Synacor will provide an account creation mask that will provide Users that are not HSI Subscribers with a 4 digit number and name.

3. Phase 3 (the time period for Phase 3 shall be set forth in Schedule J).

A. Integration with Client's "MyAccount" and Parental Controls : Synacor shall integrate Client's "MyAccount" and parental control features into the Client Branded Portal.

CONFIDENTIAL TREATMENT REQUESTED

**SCHEDULE I
TO
MASTER SERVICES AGREEMENT
HOSTING SERVICES**

1. General.

(a) All aspects of where the hosting of the Services will be provided and how the hosting of the Services will be provided shall be determined in Client's reasonable discretion, provided that Client will discuss any proposed changes thereto with Synacor to the extent such changes have the potential to impact delivery of the Services; Client may change the where or how of hosting on reasonable advance notice to Synacor. The hosting provided by Client includes a high-speed network connection to the Internet via an Ethernet LAN connection from the CPE to the Qwest Communications Corporation ("QCC") backbone through which Synacor will have continuous access, subject to the Hosting SLA set forth in Exhibit 1 to this Schedule I. Neither QC nor QCC exercises any control over Synacor's content (*e.g.*, text, data, images, sounds, programs, code, etc.) and other materials transmitted through the hosting services hereunder.

2. Hosting Terms.

(a) Premises.

(i) License Grant. Client hereby grants Synacor a limited, personal, non-exclusive, non-transferable license ("License") to, when invited by Client, access the area within a QCC CyberCenter (the "Premises") where the System and Services equipment and Software are hosted, as reasonably necessary in order to install, maintain and operate the System, Software and Services resident in or provided via equipment located in the Premises. Synacor, through its Authorized Representatives (with "Authorized Representative" meaning one of no more than 6 individuals (*e.g.*, employee, contractor, etc.) that Synacor designates in writing as having authority to access the Premises on Synacor's behalf), may, when permitted, access and use the Premises only for the foregoing purposes and to interconnect with QCC's network.

(ii) Direct Physical Access to Premises. Whenever accessing the Premises, Synacor and its Authorized Representatives will comply with the requirements of any lease, policies, rules and regulations of QCC or its lessor, including, but not limited to, the Qwest Standards for Facility Security and Rules of Conduct (the "Standards") to the extent provided to Synacor by Qwest. Such Standards are subject to change at QCC's sole discretion, and Qwest will provide Synacor with updates as changes are made. The following items are prohibited in the Premises: explosives, tobacco-related products, weapons, cameras (*e.g.*, video, web, etc.), video tape recorders, hazardous materials, flammable liquid or gases or similar materials, electro-magnetic devices, or other materials or equipment that QCC, at any time and at its sole discretion, deems prohibited. Only Authorized Representatives are permitted to access the Premises on Synacor's behalf. QCC, at its sole but reasonable discretion, may refuse to allow an Authorized Representative to enter the Premises. If refusal of Authorized Representative is unreasonable and is the cause of Service downtime or degradation, Synacor will not be liable for SLA credits under Schedule F to the extent of Client's cause of the downtime or degradation. Authorized Representatives entering the Premises may, at QCC's sole discretion, be required to be accompanied by an authorized employee or agent of QCC (the "Escort"). All of Synacor's work in the Premises will be performed in a safe and workmanlike manner. Synacor and its Authorized Representatives will not alter or tamper with any property or space within the CyberCenter. Synacor's work operations in the Premises may be suspended if, in Escort's sole discretion, any hazardous conditions arise or any unsafe or insecure practices are being conducted. In order to provide Synacor with physical access to the Premises and proximity to equipment owned by third parties, Synacor will at all times during which it or its agents access(es) the Premises, at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7): (a) commercial general liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the Premises by Synacor, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Synacor hereunder, with limits not less than \$2,000,000 for each occurrence, \$4,000,000 for general aggregate, \$2,000,000 for products/completed operations, and \$2,000,000 for personal and advertising injury; (b) workers' compensation insurance with statutory

CONFIDENTIAL TREATMENT REQUESTED

limits as required in the state(s) of operation and providing coverage for any employee entering onto the Premises, even if not required by statute; (c) employer's liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and (d) comprehensive automobile liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with travel to, from and around the CyberCenter and Premises, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Synacor will forward to Client certificate(s) of such insurance upon the effectiveness of this Schedule and upon any renewal of such insurance during the term. The certificate(s) will provide that: (x) Client and QCC be named as additional insured; (y) 30 days prior written notice of cancellation, material change or exclusion to any required policy will be given to Client; and (z) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Client or QCC. If Client moves the hosting services to a different facility, Synacor may be required to obtain different or additional insurance and/or to have additional parties named as additional insureds.

(iii) Remote Access. Subject to subsection (iv), below, Synacor will be given by Client the continuous ability to remotely access the System, Software and Services resident in or provided via equipment located in the Premises. Such remote access shall be conducted at all times in accordance with industry standard practices with regard to the safety, security and integrity of the System, Software and Services and all equipment in the Premises. Synacor's remote access may be suspended if, in Client's sole and reasonable discretion, any hazardous conditions arise or any unsafe or insecure practices are being conducted.

(iv) Synacor may not use any Client or QCC equipment or the Premises for any purposes other than as minimally necessary to do so in order to fulfill its obligations under the Agreement. SYNACOR UNDERSTANDS AND AGREES THAT, TO THE EXTENT IT DISTURBS, INTERRUPTS OR DAMAGES ANY QCC OR CLIENT EQUIPMENT OR PROPERTY IN THE PREMISES WHILE ACCESSING (DIRECTLY OR REMOTELY) THE PREMISES OR THE SOFTWARE OR SYSTEMS OR EQUIPMENT IN THE PREMISES UPON WHICH THE SERVICES RESIDE OR ARE PROVISIONED, SYNACOR SHALL HAVE FULL RESPONSIBILITY AND LIABILITY FOR SAME AND SHALL NOT BE RELIEVED OF ANY OBLIGATIONS IN THE AGREEMENT RELATED TO THE PERFORMANCE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS IN SCHEDULE F. Synacor will defend, indemnify, and hold harmless Client and QCC and their affiliates and contractors from any third party Claims arising out of or related to any damages caused by Synacor, its Authorized Representatives, employees, agents or contractors to any part of the CyberCenter or the equipment, data or networks of Client, QCC or QCC's customers.

(b) Maintenance. QCC will conduct routine, scheduled maintenance within its CyberCenters, during which time the Premises and equipment, Software and Systems therein may be inaccessible by Synacor or unable to transmit or receive data. QCC or Client will notify Synacor at least 2 business days prior to such maintenance being performed, and of the potential implication or impact thereof. Client shall not be entitled to any credits under Schedule F to the extent any downtime or degradation of the Software, Systems, or Services occurs as a result of such maintenance. Client and/or QCC may periodically enter the Premises to conduct routine or emergency inspections of the space and all equipment located therein.

(c) Disclaimer of Warranties. CLIENT AND QCC DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO THE HOSTING AND OTHER SERVICES PROVIDED UNDER THIS SCHEDULE.

(d) Escalations. Initial hosting escalation calls/requests shall be made to QCC's First Touch Response ("FTR") desk at 1-800-884-3082 or via email at fttr@gwest.com. FTR will escalate as necessary with a QCC manager. Angelo Martinez (201-406-7912; angelo.martinez@gwest.com) should also be contacted or copied on all calls/requests. Additional escalation contacts may be provided by Client, as appropriate, at installation of Synacor software/equipment in the CyberCenter. When making escalation calls/requests, Synacor shall define the nature of the emergency in accordance with the following tables:

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Table 1: Trouble Ticket Severity Level Definitions

Severity	Description	Example
1 Trouble	Entire CyberCenter affected	<ul style="list-style-type: none">• Multiple network circuit outage• Router/switch problem
2 Trouble	<ul style="list-style-type: none">• Multiple customers affected• Single customer server(s) inoperable• Web site inaccessible• QCC-managed firewall inoperable• Hacking issue	<ul style="list-style-type: none">• Network outage• Multiple servers down for multiple customers• Server(s) down for single customer• Web site down• QCC-managed firewall down
3 Trouble	<p>All backups for all customers in one CyberCenter failed to start and/or complete.</p> <ul style="list-style-type: none">• Partial server outage• Single client hardware device impaired• Customer software application issue• Network latency• Customer firewall partially impaired• Scheduled backup failed within customer's defined backup window (single or multiple customers, but not all customers in CyberCenter)• QCC internal machine impairments or outages• HPOV configuration issues<ul style="list-style-type: none">o QCC finds that it is monitoring an invalid IPo QCC finds that it is not monitoring all the IPs that belong to the customer (customer added one, but QCC didn't know that QCC needed to be monitoring because QCC wasn't notified)	<ul style="list-style-type: none">• Entire silo down• Hardware on server is inoperable (drive, CPU board, or memory chip)• Third party software application issue (Cold Fusion, database or email issue, application release caused server impairment)• High disk usage• High CPU utilization• Web site accessible, but customer is having problems with their firewall.• QCC internal machines, such as jumpstarts, BUNS, syslogs are impaired or down completely• Received alarm on invalid or incorrect IP• Master server down when no backups are running.

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Table 2: Request, Informational, and Question Ticket Types and Severity Levels

Request, Informational, and Question tickets are all coded as severity 4. All service requests are coded as Requests; Informational Tickets are company records of events that serve to inform the organization of non-service impacting issues. Table 2 shows examples of each ticket type. Although NTM allows users to open Question tickets, Hosting Operations does not recognize them and all customer questions or requests for information should be opened as Request tickets.

Ticket Type	Example
Severity 4 -Informational	<ul style="list-style-type: none">• Scheduled backup failed on first or second attempt, but the re-scheduled backup was completed within the customer's defined backup window• Alarm created by monitoring applications, but there was no problem found after troubleshooting.• Server inoperable due to maintenance work performed by customer• Server removed or uninstalled by Qwest or QCC• Customer contacts FTR to inform that they are performing maintenance on their Basic or Enhanced machine• CyberCenter contacts FTR to inform of customer escort
Severity 4 - Request	<ul style="list-style-type: none">• All service requests such as the following:<ul style="list-style-type: none">o Reboot on a machine that is operableo Restore (data, web page, application)o Run backupo New IP addresso Modification of HOT datao After Action Reporto CyberCenter or CyberCentral tour
Question	<ul style="list-style-type: none">• All Question tickets should be opened as Request tickets

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Exhibit 1
To
Schedule I
of the
Master Services Agreement
Hosting and Network SLA

1. Definitions. Unless defined herein, capitalized terms will have the definitions assigned to them in the Agreement or as defined in an applicable Schedule thereto.

2. Hosting SLA. The Service Level Agreements (“SLAs”) applicable to the hosting services obtained by Client are as set forth below. Client will provide Synacor with dedicated bandwidth to access the hosting facilities provided by Client and Client’s equipment therein dedicated to the Synacor Services (as described in this Schedule) with [*] average service availability (uptime) measured during each calendar month (the “Hosting SLA”).

3. Service Credit Exceptions; Maximum Credits. Service credits will not be available in cases where the Hosting SLA is not met as a result of: (i) the negligence, acts, or omissions of Synacor, its authorized representatives, employees, contractors, or agents, including, without limitation, any breach of the obligations of Synacor under the Agreement; (ii) the failure or malfunction of equipment, applications or systems not owned, leased, licensed, or operated by Client; (iii) scheduled maintenance, alteration, or implementation (provided that Client provides prior notice as required by the Agreement); or (iv) the inability of Synacor to access Client’s equipment or the dedicated bandwidth used to access the hosting facility attributable to problems with the Synacor APIs, internal systems, software, hardware not hosted within the Client obtained hosting facilities, third party attacks of any kind, or internet failure. The Hosting SLAs only apply to dedicated bandwidth and hosting services obtained by Client for the hosting of Client equipment dedicated to the Client Branded Portal and e-mail Service. Accordingly, Synacor is solely responsible for administering and managing all aspects of its application(s). There are no SLAs associated with the availability (or unavailability), administration, or management of Synacor’s applications, database tables, or other internal features. Synacor’s remedies for any and all claims relating to the hosting services provided by Client will be limited to those set forth in this Hosting SLA.

4. Credits. If Client fails to meet the Hosting SLAs, as measured by Synacor or QCC, Synacor shall be entitled to a service credit in the amount of: [*] . Additionally, Synacor shall be relieved of its obligation to pay credits under Schedule F to the extent such obligation would otherwise result from Client’s failure to meet the Hosting SLAs.

5. Credit Requests. To receive Hosting SLA credits, Synacor must request such credit from Client (based upon monthly reporting to be provided by Client during the monthly service quality meetings) within 30 calendar days from the date the relevant Hosting SLA goal was not met. A credit will be applied only to the month in which the event giving rise to the credit occurred. Outages spanning month-end will be handled as a single outage and credited appropriately.

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[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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**SCHEDULE J
TO
MASTER SERVICES AGREEMENT
JOINT IMPLEMENTATION AGREEMENT**

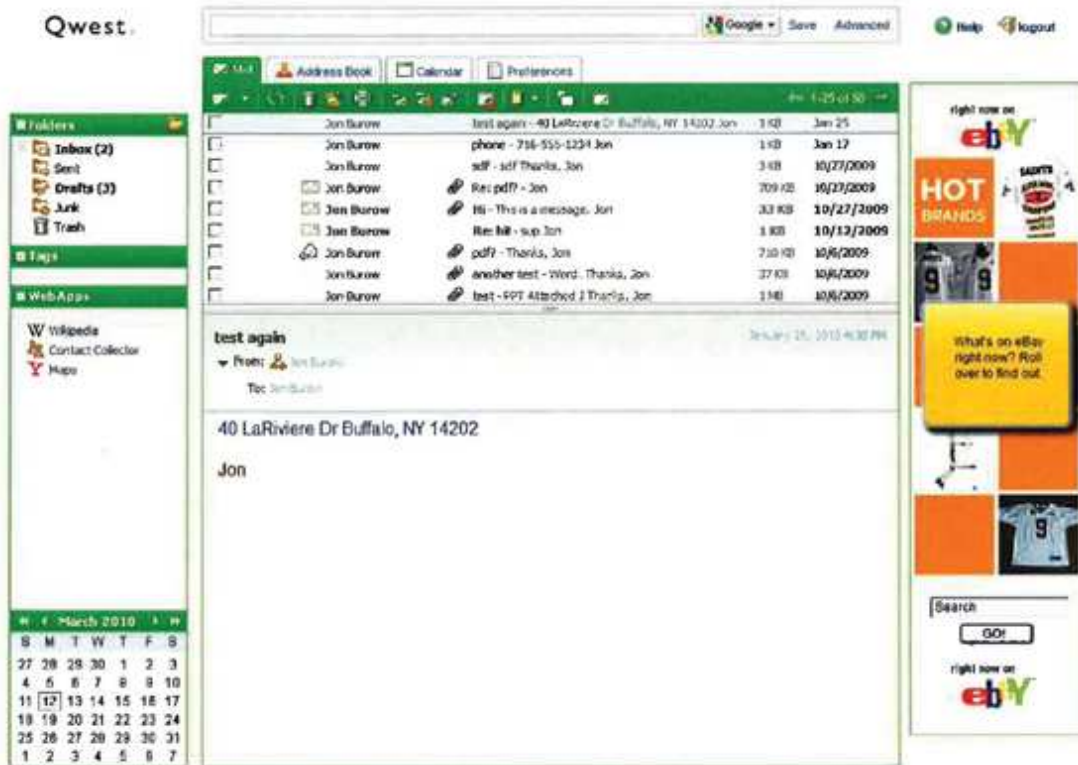
Schedule J will be negotiated and agreed by the parties (and deemed attached here by confirming e-mail between the parties) within 30 days of the Effective Date.

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SCHEDULE K TO MASTER SERVICES AGREEMENT RENDERINGS

Sample Screenshot of e-mail Services:





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**SCHEDULE L
TO
MASTER SERVICES AGREEMENT**

[reserved]

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**SCHEDULE M1
TO
MASTER SERVICES AGREEMENT
List of Competitors**

[*]

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**SCHEDULE M2
TO
MASTER SERVICES AGREEMENT**

List of Competitors

Suppress ads and paid search results from the following Client competitors:

[*]

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MSA No.: MSAX063015TPS

**MASTER SERVICES AGREEMENT
BETWEEN
EMBARQ MANAGEMENT COMPANY
AND
SYNACOR, INC.**

EMBARQ and SYNACOR Master Services Agreement
EMBARQ AND SYNACOR CONFIDENTIAL INFORMATION - RESTRICTED

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MASTER SERVICES AGREEMENT

This Master Services Agreement No. MSAX063015TPS (as may be amended from time to time, the “Agreement”) dated as of November __, 2006 (“Effective Date”) is between Embarq Management Company, a Delaware corporation (“Embarq”), and Synacor, Inc., a Delaware corporation (“Supplier”).

BACKGROUND

- A. Supplier is in the business of providing Services and Deliverables to its customers.
- B. Embarq is in the business of providing telecommunications services to its customers including voice, data, video and wireless services.
- C. Embarq and Supplier may enter into one or more Orders for Supplier to provide Services and Deliverables to Embarq.
- D. Embarq and Supplier desire to specify the standard terms that will apply to the Orders.

AGREEMENT

1.0 DEFINITIONS

“Agreement” means this Agreement and all schedules, orders and other attachments to this Agreement.

“Certified Diverse Supplier” is defined in subsection 19.1 (Embarq’s Supplier Diversity Policy.).

“Claim” is defined in subsection 14.5 (Indemnification Procedures).

“Confidential Information” means (a) this Agreement and the discussions, negotiations and proposals related to this Agreement, (b) any information exchanged in connection with this Agreement concerning the other party’s business, including without limitation tangible, intangible, visual, electronic, written, or oral information, whether received directly or indirectly from the other party or, in the case of Embarq, from Embarq Customers, and (c) Embarq Data. Confidential Information does not include information that is: (i) rightfully known to the receiving party before negotiations leading up to this Agreement; (ii) independently developed by the receiving party without relying on the disclosing party’s Confidential Information; (iii) part of the public domain or is lawfully obtained by the receiving party from a third party not under an obligation of confidentiality; or (iv) free of confidentiality restrictions by agreement of the disclosing party.

“Control” means the power to vote 50% or more of the voting interests of an entity or ownership of 50% or more of the beneficial interests in income or capital of an entity.

“Deliverables” means documents, technology, data, information and materials deliverable from Supplier to Embarq and specified in an Order.

“Documentation” means all user manuals, reference guides, brochures, installation manuals, specifications, release notes, error message manuals or other written documentation provided to Embarq by Supplier and pertaining to the installation, use, features or performance of the Deliverables.

“Effective Date” is defined in the Preamble.

“Indemnified Party” is defined in subsection 14.5 (Indemnification Procedures).

“Indemnifying Party” is defined in subsection 14.5 (Indemnification Procedures).

“Order” means an accepted written or electronic order from Embarq for Services or Deliverables.

“Security Standards” means commercially reasonable security features in all material hardware and software systems and platforms that Supplier uses to access Embarq’s Confidential Information.

“Services” means the services Supplier provides to Embarq as specified in an Order.

“Embarq Affiliate” means (i) any entity, directly or indirectly, Controlling, Controlled by or under common Control with Embarq or (ii) any direct or indirect wholly owned affiliate of Embarq Corporation that is subsequently divested.

“Embarq Competitor” means any entity providing telecommunications services that compete with those provided by Embarq (including voice, data, video and wireless services) to customers within the Embarq service areas, regardless of the technology used to deliver such services. Embarq Competitor shall include, for example and for the sake of clarity, cable television companies, incumbent local exchange telephone companies (“ILECs”), competitive local exchange companies (“CLECs”), long distance carriers, wireless service providers, and providers of high speed internet access services. Embarq Competitor shall not include, for example and for the sake of clarity, entities that primarily provide: (1) video, audio or text instant messaging; (2) video, audio or text chat services; (3) audio/text/photo/video sharing services; (4) video, audio or text social networking services; (5) video, audio or text blogging services; and (6) Internet video services.

“Embarq Customer” means a user of or subscriber to one or more services or products offered by Embarq or an Embarq Affiliate.

“Embarq Data” means all information collected or developed by (i) Embarq or an Embarq Affiliate regarding its customers or (ii) by Supplier regarding Embarq customers (but only in their capacity as Embarq customers), including, under each of the clauses (i) and (ii) of this definition, location-based information, phone or other identification numbers issued to Embarq customers, electronic serial numbers, Embarq customers’ personalization

information and automatic number identification information, and information described in the Federal Communications Commission's definition of "Customer Proprietary Network Information" as set forth in 47 USC Section 222(h)(1) (as amended and interpreted from time to time).

"Embarq Indemnatee" is defined in subsection 14.1 (Supplier's General Third Party Indemnity.).

"Embarq-Owned Property" means all tangible and intangible items or information that Supplier receives from Embarq or from a third party on Embarq's behalf, or that is paid for by Embarq, including Embarq Content (as defined in an applicable Order).

"Supplier Affiliate" means (i) any entity, directly or indirectly, Controlling, Controlled by or under common Control with Supplier.

"Supplier Indemnatee" is defined in subsection 14.2 (Embarq's General Third Party Indemnity).

"Supplier Personnel" means Supplier's employees, subcontractors or agents who perform Services, act on Supplier's behalf or are paid by Supplier in connection with this Agreement.

"Transition Period" means a period of up to 6 months from the effective date of the termination or expiration of an Order or this Agreement, during which Supplier will provide Services pursuant to this Agreement.

2.0 SERVICES

2.1 Scope of Services.

This Agreement sets forth the applicable terms for any Order Embarq may issue to Supplier for Services or Deliverables. Each Order specifically incorporates the terms of this Agreement. Supplier may provide the Services directly to Embarq, or indirectly using contractors or other third party vendors or service providers, provided that in any event, Supplier shall remain responsible for the delivery of the Services or Deliverables to Embarq in accordance with this Agreement.

2.2 No Volume Commitment.

This Agreement does not authorize Supplier to provide or commit Embarq to order any Services or Deliverables. Embarq's issuance of an Order by an authorized Embarq agent is Embarq's agreement to pay for Services or Deliverables and Supplier's agreement to provide the Services or Deliverables, in each case in accordance with this Agreement and the applicable Order.

2.3 Supplier's Performance.

Supplier will perform the Services and provide Deliverables in accordance with this Agreement and the applicable Order, including but not limited to all specified time requirements. Embarq may inspect Supplier's performance; however, Embarq's inspection (or lack of inspection) will not be an acceptance of Services or Deliverables, a waiver of any right or warranty, or preclude Embarq from rejecting non-conforming Services or Deliverables in accordance with any acceptance terms and criteria set forth in an applicable Order.

2.4 Limitations.

Supplier will not be responsible for, nor liable hereunder in connection with, any failure in the Services or Deliverables due to or resulting from: (a) any Embarq-Owned Property or other content provided by or for Embarq; (b) Embarq's negligence, acts or omissions; (c) telecommunications or equipment failures outside of Supplier's facilities; or (d) unauthorized access, breach of firewalls or other hacking by third parties of Supplier's systems if such hacking or unauthorized access is not a result of Supplier's negligence or intentional misconduct.

2.5 Acceptance of Services and Deliverables.

The Order will specify the manner in which Embarq will accept Services and Deliverables, if applicable.

2.6 Changes to Services.

Embarq may propose changes to Services and Deliverables to be provided by Supplier under an Order by giving Supplier a change notice. If Supplier believes the schedule or compensation for Services must be modified to accommodate the proposed change, Supplier must provide Embarq with a detailed written estimate of the anticipated effect on the schedule and compensation within 7 business days after receipt of Embarq's written change notice. If Supplier timely submits a response, the parties will negotiate a mutually acceptable resolution. Supplier will not unreasonably withhold, delay or condition its consent to any change. Following the issuance of a change notice and during the pendency of any negotiation, Supplier will continue to provide Services and Deliverables as specified in the Order, unless otherwise directed by Embarq in writing. If Supplier fails to respond to the change notice within 7 business days, Embarq's proposed change shall be deemed rejected.

2.7 Restrictions.

Except as specifically permitted in this Agreement, Embarq shall not, directly or indirectly: (a) use any of Supplier's Confidential Information to create any software that is similar to any of the software provided by Supplier under this Agreement or to provide any service which performs the same functionality as the Service; (b) decompile, disassemble, reverse engineer or use any similar means to attempt to discover the source code of the software or the trade secrets therein, or otherwise circumvent any technological measure that controls

access to the software, Deliverables or Services; (c) encumber, transfer, rent, lease, or time-share the software, Deliverables or Services (except with Embarq Affiliates, subject to Supplier's prior written consent), or use them in any service bureau arrangement or otherwise for the benefit of any third party; (d) access, copy, distribute, manufacture, adapt, create derivative works of or otherwise modify any software or Deliverables; (e) remove any proprietary notices; or (f) permit any third party to engage in any of the acts proscribed in clauses (a) through (e) above.

3.0 EMBARQ RESPONSIBILITIES

3.1 Embarq Support; Supplier Status.

Embarq acknowledges that the continuing performance of certain Services or Deliverables may depend on its provision of cooperation, assistance, information and access to Supplier, as specified in an applicable Order. If Embarq fails to timely provide any of the foregoing as specified in an applicable Order, then Supplier will not be liable for any corresponding delay in its performance. The parties' contacts (designated in Section 20.1) are responsible for facilitating communication between Supplier and Embarq regarding all technical and business matters.

3.2 Materials and Equipment.

Embarq may provide (on its own behalf, or on behalf of its sponsors or advertisers) certain Embarq-Owned Property, including materials, domain names, Embarq Content and other information to Supplier as reasonably needed to perform the Services. Embarq represents and warrants that it has the right to provide all Embarq-Owned Property, and that use of such Embarq-Owned Property hereunder will not violate Embarq's obligations under any other agreement, any laws or regulations. Embarq shall obtain, operate and maintain in good working order all equipment and ancillary services needed to connect to, access or otherwise use the Services via the Internet, including without limitation, modems, servers, hardware, software, network and communication services ("Equipment"). Embarq and Supplier shall jointly ensure that all Equipment is compatible with the Services (and, to the extent applicable, any software interface) and complies with all configurations and specifications set forth in Supplier's published documentation. Embarq shall maintain the integrity and security of its Equipment (physical, electronic and otherwise), account passwords, and Embarq-Owned Materials.

4.0 COMPENSATION AND INVOICING

4.1 Compensation.

Supplier's rates or prices are in Schedule A or as specified in an Order. For hourly rate billing, Supplier will submit both itemized and summarized time records with each invoice. Time records must be broken down in 15-minute increments by individual, task and billing rate.

4.2 Expenses.

Embarq will reimburse Supplier for travel, living, and other out-of-pocket expenses if the expenses (i) are authorized in the Order, (ii) are reasonably incurred and documented, (iii) approved in advance by Embarq if in excess of five hundred dollars (\$500), and (iv) otherwise conform to Embarq's travel and reimbursement policy set forth below:

- (a.) Supplier must submit an expense report to Embarq within 60 days after an expense is incurred. Supplier must submit, as applicable, the following in its expense report: (i) passenger flight coupon and travel itinerary, (ii) the original receipt for meals and parking and toll fees, in excess of \$15 (tear tab receipts are not accepted), and (iii) the original receipt for hotel accommodations, vehicle rental costs, and fuel costs for rental vehicle usage (regardless of the amount).
- (b.) Supplier must use Embarq's online travel reservation system to book air, hotel and rental car reservations. If Supplier cannot gain access to Embarq's online travel reservation system, or for more complicated trips, Supplier must contact the Embarq Business Travel Center by calling (800) 347-2639 during regular business hours. All air travel must be coach or economy.
- (c.) Embarq will reimburse Supplier for use of a personal vehicle for business purposes related to the Services, this Agreement and the Orders at the rate set forth in the IRS regulations in effect at the time the expense is incurred. Embarq will not reimburse Supplier for personal expenses, including, without limitation, phone calls and meals.

4.3 Taxes.

Embarq is responsible for any sales or use taxes and all other taxes duties and fees (other than taxes assessed on Supplier's income) assessed on its payment for Services and Deliverables. Supplier will itemize sales or use taxes separately on Supplier's invoices. If Embarq is exempt from taxation for the Services or Deliverables, it will submit an exemption certificate to Supplier.

4.4 Invoicing, Itemization and Payment Procedures.

- (a.) Unless otherwise provided in the Order, Supplier will invoice Embarq once per month. Each invoice will include: (i) Supplier's name and remit address, (ii) invoice number, (iii) invoice date, (iv) the name of Supplier's Embarq contact, (v) the contract number that Embarq assigned to this Agreement, and (vi) the Embarq business unit and cost center or the Embarq Order number. The Order may specify additional invoicing requirements, such as the invoice format and documentation required to support the fees and expenses.
- (b.) If Supplier is unable to submit invoices and receive payments electronically on the Effective Date, Supplier must enroll for automated invoicing and payment no later than 30 days after the Effective Date and, in the interim, Supplier must send invoices to the following address:

[*]

If Supplier fails to enroll for automated invoicing and payment within 30 days after the Effective Date, Embarq may delay payment until Supplier completes enrollment.

- (c.) Embarq will pay undisputed amounts within 45 days after receiving Supplier's invoice. Embarq will pay disputed amounts, if owed, within 30 days after the dispute is resolved, provided that for all disputed amounts, Embarq will notify Supplier in writing within 30 days after Embarq's receipt of an invoice of any objections, if any, it has thereon (including a description of the basis for such objection) and Embarq will work with Supplier in good faith to reconcile amounts for which written objection has been made.
- (d.) Supplier may only invoice Embarq for charges, amounts or fees set forth in this Agreement or an Order.
- (e.) Embarq's failure to pay undisputed amounts within the period set forth in Section 4.4(c) above shall be deemed a material breach and Supplier shall have the right to terminate the Agreement if such breach is not cured within ten (10) business days of Embarq's receipt of written notice.

4.5 Offset Right.

In the event a party (" Owing Party ") fails to timely pay any amount owed to the other party (" Owed Party ") under this Agreement or any Order, Owed Party may offset any such amount against any amount owed by Owed Party or any Affiliate of Owed Party under this Agreement or Order to Owing Party.

4.6 No Payment Upon Material Breach.

Embarq is not obligated to make any payment under this Agreement or an Order if Supplier materially breaches this Agreement or an Order until Supplier has cured or Embarq has waived the breach in accordance with this Agreement.

4.7 Prompt Invoicing.

Supplier must not (a) invoice Embarq more than 90 days after Supplier is permitted to issue an invoice under this Agreement (" Late Invoices ") or (b) initially raise a claim for payment of a previously issued invoice more than 365 days after the invoice date (" Late Claims "). Embarq is not obligated to pay Late Invoices or Late Claims and Supplier waives all rights and remedies related to Late Invoices and Late Claims.

4.8 Electronic Ordering.

Embarq and Supplier may agree to facilitate electronic ordering, through either the use of an electronic data interchange or an Internet-based e-commerce solution.

5.0 AFFILIATE TRANSACTIONS

5.1 Embarq Affiliates' Purchase Rights.

Supplier will provide Services and Deliverables under this Agreement and any existing Orders to any Embarq Affiliate, who has agreed to be bound by the terms and conditions of this Agreement, upon request. Supplier will negotiate with Embarq Affiliates in good faith for Orders covering Services and Deliverables not governed by an existing Order, consistent with this Agreement.

5.2 Contractual Liability.

All references to Embarq in this Agreement refer equally to Embarq or the Embarq Affiliate executing a particular Order. Embarq shall be responsible and liable for all Orders submitted by Embarq Affiliates.

5.3 Acquisitions and Divestitures

- (a.) If Embarq Corporation divests a Embarq Affiliate or other portion of its business (“Divested Business”), such Divested Business will be entitled to continue purchasing under this Agreement for the remaining then current Term of this Agreement (exclusive of any Renewal Term) if the Divested Business agrees, in writing, to be bound by the terms and conditions of this Agreement. The Divested Business will be solely responsible and liable for any Services and Deliverables purchased by the Divested Business after the divestiture.
- (b.) If Embarq Corporation acquires an entity or creates a new subsidiary after the Effective Date, such entity will immediately be deemed an Embarq Affiliate and will have the same rights and obligations (subject to Section 5.1) as the Embarq Affiliates that are in existence on the Effective Date.

6.0 TERM AND TERMINATION

6.1 Term.

The initial term of this Agreement begins on the Effective Date and will continue for three (3) years from May 1, 2007 (“Initial Term”). The term of this Agreement will automatically renew on an annual basis for up to two additional one-year terms (“Renewal Term”, collectively with the Initial Term, “Term”), unless Embarq gives notice of its intent not to renew at least 90 days before the expiration of the Term. After the first two Renewal Terms, the Term will automatically renew on an annual basis for successive one-year terms, unless either Party gives notice of its intent not to renew at least 90 days before the expiration of the Term. For any outstanding Order, the terms of this Agreement will

continue in effect until the Order is fulfilled or terminated. This subsection is subject to the early termination rights stated elsewhere in this Agreement.

6.2 Termination for Cause.

If a party materially breaches this Agreement or an Order or both, the other party may give the breaching party a breach notice identifying the action or inaction that is the basis of the breach. The party giving the breach notice may terminate this Agreement or the affected Order if the other party does not cure the breach within 30 days after receiving the breach notice. Unless otherwise provided in the breach notice or unless the breach has been cured, the termination is effective 31 days after the breach notice is received. In addition to any other rights or remedies that Embarq may have, if Embarq terminates under this subsection, Supplier must reimburse Embarq for the increased costs (i.e., the costs in excess of that which Embarq would have paid to Supplier under this Agreement) incurred by Embarq for replacement services and deliverables, but solely to the extent such costs are incurred during the remainder of the then current Term (exclusive of any Renewal Term).

6.3 Termination for Acquisition, Merger or Change in Control.

(a) Definitions:

(i) "Average Daily Revenue" means the total gross revenue that Supplier receives or is owed in connection with the applicable Order or this Agreement as a whole (as the case may be) for the three full calendar months immediately prior to the calendar month in which Supplier receives Embarq's notice of termination under this Section 6.3 divided by the number of days in such period.

(ii) "Remaining Days" means the number of days remaining in the then current Term, determined by counting every day beginning with the effective date of termination and continuing until the end of the then current Term.

(b) If a Change in Control (as defined in Schedule C) of Supplier occurs, the following will apply:

(i) [*]

(ii) [*]

[*]

6.4 Termination for Financial Instability.

If Supplier becomes Insolvent, Embarq may terminate this Agreement without liability with at least 30 days' notice to Supplier. "Insolvent" means: a.) Supplier does not meet its undisputed obligations, including judgments, to third parties as those obligations become due, (b.) Supplier's stock is removed or delisted from a trading exchange, (c.) Supplier's long term debt goes on a watch or warning list, or (d.) Supplier's long term debt rating is downgraded more than 2 levels from its debt rating as of the Effective Date. Supplier may terminate this Agreement effective immediately upon written notice, in the event any assignment is made by Embarq for the benefit of creditors, or if a receiver is appointed to take charge of Embarq's property.

6.5 Transition Services.

Upon termination or expiration of an Order or this Agreement, Embarq may at its discretion require Supplier to provide a Transition Period for Services. The required Transition Period will not exceed 6 months, unless mutually agreed by both parties. If Embarq initially designates a Transition Period of less than 6 months, it may subsequently extend the Transition Period up to the maximum period of 6 months with 5 days' notice to Supplier. Embarq may, in its discretion, terminate the Transition Period with notice to Supplier. During the Transition Period, the parties will continue to be bound by and perform in accordance with this Agreement and any Orders. The terms and conditions of Effect of Termination will apply upon termination or expiration of the Transition Period.

6.6 Effect of Termination.

Termination of this Agreement is without prejudice to any other right or remedy of the parties. Termination of this Agreement for any reason does not release either party from

any liability which, at the time of termination, has already accrued to the other party, or which may accrue in respect of any act or omission before termination or from any obligation which is expressly stated to survive the termination. All obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive termination.

Upon termination or expiration of an Order or this Agreement or both, the parties will perform the following obligations:

- (a.) Within 15 days after the effective date of termination or expiration, Supplier will return Embarq-Owned Property to locations designated by Embarq;
- (b.) Within 30 days after the effective date of termination or expiration, Supplier will invoice Embarq for any final amounts due under the terminated Orders; and
- (c.) Both parties will immediately discontinue making any statements or taking any actions that might cause third parties to infer that a business relationship continues to exist between the parties under the Orders or Agreement, and where necessary or advisable, the parties will inform third parties that the parties no longer have a business relationship.

6.7 No Liability.

Each party understands that the rights of termination hereunder are absolute and that it has no right to a continued relationship with the other after termination, except as expressly stated herein. Neither party shall incur any liability whatsoever for any damages, loss, or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement which complies with the terms of this Agreement, whether or not such party is aware of any such damage, loss or expense.

7.0 SUPPLIER WARRANTIES

7.1 General Services and Deliverables Warranty.

- (a.) Supplier warrants that (i) Services will be provided in a workmanlike manner, (ii) Supplier Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement and Orders, (iii) all information provided by Supplier to Embarq regarding Supplier Personnel will be truthful and accurate and (iv) that it has all rights necessary to enter into and perform its obligations under this Agreement and to grant the limited rights and licenses hereunder. Notwithstanding anything to the contrary herein, Embarq acknowledges and agrees that Services and Deliverables may be temporarily unavailable for scheduled maintenance or for unscheduled emergency repairs, by Supplier or by third-party providers.

- (b.) Supplier also warrants that, for a period of 1 year after Embarq's acceptance of Services or Deliverables, (i) Deliverables will be free from defects in design, materials and workmanship that degrade the Services such that they are unable to operate in accordance with any service level agreements associated with this Agreement or with any Order, and (ii) Services and Deliverables will conform to the Order specifications.

7.2 Virus Warranty.

Supplier warrants that the Deliverables as delivered and unmodified will be free from any viruses, worms, disabling programming codes, instructions or other such items known at the time of delivery that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the Deliverables ("Virus"). Supplier will test each element of the Deliverables, including any upgrades, before delivery to Embarq to ensure that it is free of any Virus. If Embarq notifies Supplier that it has been informed or has reason to believe that a Virus has infected a Deliverable, Supplier will promptly assist and work continuously with Embarq, at Embarq's direction and at no charge, until, in Embarq's determination, the Virus has been eliminated.

7.3 Malicious Technology.

Supplier warrants that the Deliverables as delivered and unmodified form will not: (i) contain any Malicious Technology, (ii) contain any files or features that will disable or destroy any functionality of the Deliverables, (iii) replicate, transmit or activate itself without control of a person operating the computing equipment on which it resides; or (iv) alter, damage or erase any data or computer programs without control of a person operating the computing equipment on which it resides. If the Supplier is in breach of this subsection, no "right to cure" period will apply. Embarq reserves the right to pursue any available civil or criminal action against Supplier for violation of this provision. Supplier will not install, use or execute any software on any Embarq CPU s without Embarq's written approval. "Malicious Technology" means any software, electronic, mechanical or other means, device or function, e.g. (key, node, lock, time-out, "back door," trapdoor," "booby trap," "drop dead device," "data scrambling device," "Trojan Horse,") that would allow Supplier or a third party to: (i) monitor or gain unauthorized access to any Embarq system, (ii) use any electronic self-help mechanism in connection with an Embarq system or (iii) restrict, disable, limit or impair the performance of a Embarq system.

7.4 Compliance with Laws; Permits.

Supplier warrants that it will comply with all laws, orders, codes and regulations in the performance of this Agreement and any Order. To the extent Supplier provides Supplier Personnel to perform Services on Embarq's premises, Supplier will screen Supplier Personnel in conformance with all local, state and federal regulations, comply with laws, regulations and orders relating to equal employment, workers' compensation, unemployment compensation, FICA, and immigration and employment verification, and furnish Embarq with its EEO policies and verification of its FICA, workers' compensation and unemployment compensation if requested. Supplier will obtain and keep current at its

expense all governmental permits, certificates and licenses (including professional licenses, if applicable) necessary for Supplier to perform the Services or provide the Deliverables.

7.5 Subcontracts.

Supplier will remain fully liable for the work performed and for the acts or omissions of any Supplier subcontractor. Supplier will require any subcontractor to comply with the applicable terms of this Agreement and Orders.

7.6 Certification of Legal Status.

Supplier warrants it confirms the legal status of Supplier Personnel to work in the United States. Supplier warrants that Supplier Personnel performing Services pursuant to this Agreement are authorized to work in the United States (“Compliance with Legal Status”). At Embarq’s request, Supplier will audit its Compliance with Legal Status and deliver to Embarq a written certification, within 15 business days after Embarq’s request, that Supplier Personnel working in the United States are legally authorized to do so.

7.7 Breach of Warranty.

If Supplier breaches any warranty, Supplier will promptly replace nonconforming Services or Deliverables at Supplier’s sole cost. If Supplier fails to promptly replace nonconforming Services, Embarq may, in addition to exercising any other available remedies, replace nonconforming Services at Supplier’s sole cost.

8.0 EMBARQ WARRANTIES

Embarq represents and warrants to Supplier that it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses above including, without limitation, all necessary rights in the Embarq Data and Embarq-Owned Property including but not limited to the Embarq Content and all rights of publicity with respect to any artists, artwork, text material, images, sound or video, if any, associated with the Embarq-Owned Property. Embarq further represents and warrants that to its knowledge the Embarq Data and Embarq-Owned Property are not defamatory, obscene, or otherwise unlawful and do not infringe or interfere with any intellectual property, contract, right of publicity, or any other proprietary right of any individual or entity.

9.0 PERSONNEL

9.1 Required Compliance with Agreement.

Supplier will require Supplier Personnel to comply with the applicable terms of this Agreement and Orders.

9.2 Removal.

Embarq may reject or require Supplier to remove Supplier Personnel from providing Services to Embarq for any lawful reason. Supplier must remove Supplier Personnel promptly upon Embarq's good faith written request. Embarq is not obligated to pay for Services provided by the removed Supplier Personnel following Embarq's request for removal. Embarq is not obligated to pay for any costs associated with replacing Supplier Personnel.

9.3 Safety.

Supplier must immediately notify Embarq by telephone (followed by written confirmation within 24 hours) of any Deliverable which fails to comply with applicable safety rules or standards of any government agency or which contains a defect which could present a substantial risk to the health of the public or the environment.

9.4 Weapons Prohibition.

Supplier Personnel must not carry weapons or ammunition onto Embarq's premises or use or carry weapons while performing on-site Services or attending Embarq-sponsored activities. Supplier must comply with all postings or notices located at Embarq's premises regarding safety, security or weapons.

9.5 Background Checks.

To the extent Services are performed by Supplier Personnel on Embarq's premises, at Embarq's written request, and to the extent permitted by law:

- (a.) Supplier will perform reasonable background checks on all Supplier Personnel that perform Services on Embarq's premises. Background checks will include: (i) criminal history, (ii) education (if degree indicated), (iii) employment history (last 3 positions or last 5 years if with same employer), (iv) references (if any of items (i) through (iii) cannot be completed), and (v) if there is a Reasonable Suspicion (as defined below) of drug use by a Supplier employee who provide services to Embarq, Supplier agrees to perform drug testing at Embarq's expense. For the purposes of this Agreement, "Reasonable Suspicion" means a reasonable belief based on observed, specific, objective facts where the rational inference to be drawn under the circumstances is that the person is under the influence of drugs. As an example, and not as a limitation, an unexplained workplace accident may be considered to provide reasonable suspicion.
- (b.) Supplier Personnel that perform Services on Embarq's premises will not include anyone with a positive drug test (if such test is required under Section 9.5(a)) or any felony conviction; and

- (c.) Supplier must immediately remove any Supplier Personnel that perform Services on Embarq's premises with a felony conviction or positive drug test (if such test is required under Section 9.5(a)) from providing Services.
- (d.) At Embarq's written request, Supplier will audit its compliance with the requirements of this subsection, and will, within 15 business days of Embarq's request, deliver a written certification to Embarq confirming that Supplier has been and is in compliance with the requirements of this subsection.

9.6 Security Adherence and Access Rights.

- (a.) Supplier will adhere to all Embarq physical and data security requirements as provided to Supplier in writing.
- (b.) Physical security access rights to Embarq premises will be designated by Embarq in accordance with Embarq security guidelines. During performance of Services on Embarq's premises, Supplier will abide by all procedures and policies applicable to Embarq premises access rights, as provided to Supplier in writing. All Supplier Personnel must receive a security badge from Embarq before performing any portion of Services on Embarq's premises and will wear the badge at all times while on Embarq's premises.
- (c.) Upon breach of this subsection, Embarq may immediately terminate this Agreement or Order at its sole discretion in accordance with Section 6.3.

9.7 Investigations.

Supplier will refer any security breach that it knows to involve Embarq Data, Embarq Confidential Information or Embarq Property to Embarq's Corporate Security immediately upon becoming aware of the incident. Supplier must make Supplier Personnel available to Embarq Corporate Security promptly for purposes of investigating and provide information relevant to the investigation as reasonably requested.

10.0 CONFIDENTIAL INFORMATION**10.1 Confidentiality.**

Each party acknowledges that while performing its obligations under this Agreement it may have access to the other party's Confidential Information. With respect to all Confidential Information, the parties agree as follows:

- (a.) The receiving party may use the Confidential Information only to perform its obligations under this Agreement. The receiving party must use the same care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information. In no event will the receiving party fail to use reasonable care to avoid unauthorized use, including disclosure, loss, or alteration of the disclosing party's Confidential Information.

- (b.) Embarq may disclose Supplier's Confidential Information to Embarq Affiliates, agents, contractors and legal representatives, if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. Supplier may disclose Embarq's Confidential Information to Supplier Personnel if they have a need to know and obligation to protect the Confidential Information that is at least as restrictive as this Agreement.
- (c.) Neither party will disclose to the other party any confidential information of a third party without such third party's consent.
- (d.) Upon cessation of work or written request, the receiving party will return or destroy, at its option, all Confidential Information of the disclosing party. Upon request of the disclosing party, the receiving party will furnish an officer's certificate certifying that the disclosing party's Confidential Information has been returned or destroyed.

10.2 Information Security.

- (a.) To protect Embarq's Confidential Information and Data from unauthorized use, including disclosure, loss or alteration, Supplier will: (i) meet the Security Standards; (ii) inventory and test Security Standards before accepting Embarq's Confidential Information and Data; and (iii) strictly adhere to industry standard best practices and hardening guidelines;
- (b.) Suppliers who need to access, process, use, store, or transmit sensitive information will be subjected to review of their demonstrated capability to protect such information. Upon Embarq's reasonable request, Supplier will provide information to Embarq to enable Embarq to determine compliance with subsection 10.2(a) above. As part of Embarq's assessment of Supplier's internal control structure, Embarq may require Supplier to, without limitation, answer security questionnaires or conduct scans of servers, databases and other network hardware;
- (c.) Supplier will promptly inform Embarq of any known or suspected compromises of Embarq's Confidential Information and Data as a result of Supplier's failure to comply with the Security Standards.
- (d.) On a periodic basis, but in no event more than twice in any 12-month period, Embarq may, upon 10 days' notice, perform a security assessment to determine Supplier's compliance with the Security Standards. If Embarq has a reasonable basis to believe that Supplier has breached or is likely to breach the Security Standards, Embarq may, upon 5 days' notice, perform a security assessment, which assessment will be in addition to any assessment in the ordinary course.
- (e.) At Embarq's reasonable request, Supplier will promptly cooperate with Embarq to develop a plan to protect Embarq's Confidential Information and Data from failures or attacks on the Security Standards, which plan will include prioritization of

recovery efforts, identification of and implementation plans for alternative data centers or other storage sites and backup capabilities.

- (f.) If Supplier fails to meet the obligations in this Section, Embarq will notify Supplier of this failure as provided in this Agreement. Supplier will have 30 days from receiving that notice to correct the cause for the failure. If Supplier fails to remedy any material failure within the 30-day period, Embarq has the right to terminate this Agreement for cause.
- (g) Supplier warrants that the Deliverables will not contain any Unmitigated Vulnerability. “Unmitigated Vulnerability” means any technology or configuration that, from a security perspective induces unacceptable operational risks and, is
 - (i) inconsistent with industry-accepted practices, (ii) susceptible to being hacked, broken into or compromised, or
 - (iii) referenced by the Carnegie Mellon CERT® Coordination Center at www.cert.org.
- (h.) Upon Embarq’s reasonable request, Supplier will provide information to Embarq to enable Embarq to determine compliance with this Section.

10.3 No Publicity.

Except as it relates to Embarq’s marketing of the Deliverables, Services and related matters to its users, neither party will, without the other party’s written consent, issue any news release, announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any other manner advertise or publish this Agreement, its value, or its terms and conditions. Nothing in this Agreement is intended to imply that Embarq will agree to any publicity whatsoever. Each party may, in its sole discretion, withhold consent to any publicity. Notwithstanding the foregoing, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or legal or regulatory requirement.

10.4 Exception for Legal Process.

The receiving party may disclose Confidential Information to the extent required by law; but the receiving party must give the disclosing party prompt written notice of the required disclosure and make a reasonable effort to obtain a protective order.

10.5 Injunctive Relief.

Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Section in addition to any other remedies in law or equity.

11.0 OWNERSHIP

11.1 Embarq Property.

EMBARQ and SYNACOR Master Services Agreement

EMBARQ AND SYNACOR CONFIDENTIAL INFORMATION - RESTRICTED

- (a.) Supplier must return all Embarq-Owned Property to Embarq upon the termination or expiration of this Agreement and at any time upon Embarq's request. Supplier is responsible and must account for all Embarq-Owned Property in Supplier's possession, if any, and bears the risk of loss while the property is in Supplier's possession. Embarq-Owned Property may only be used in connection with Supplier's performance of its obligations under this Agreement. If Supplier acquires, purchases or obtains any items in connection with this Agreement that are deemed Embarq-Owned Property, Embarq may inspect any related agreements and associated records, including, without limitation, invoices by which Supplier acquires such Embarq-Owned Property.
- (b.) When a Supplier Personnel assignment ends for any reason, voluntary or involuntary, Supplier will ensure all Embarq-Owned Property in Supplier Personnel possession is returned to Embarq within 48 hours of the assignment termination, unless such Embarq-Owned Property is promptly assigned to another Supplier Personnel. If Embarq-Owned Property, including without limitation security badge and keys, is not returned within 48 hours, Supplier will reimburse Embarq for the Embarq-Owned Property at its current market value.

11.2 Developed Property.

If Embarq requests that Supplier undertake product modifications or development of new service functionalities, Supplier and Embarq will negotiate in good faith an applicable statement of work concerning the terms and conditions (including costs, timeframes, Deliverables and ownership) on which Supplier will develop and make available to Embarq and Embarq's End Users, the product modifications or service functionalities. If the Parties do not agree on these terms and conditions, nothing in the preceding sentence obligates the Supplier to undertake the product modifications or the development of new service functionalities.

11.3 No Implied License.

Supplier acknowledges that it has no implied license to use the Embarq-Owned Property other than for Embarq's benefit as contemplated under this Agreement.

12.0 MUTUAL REPRESENTATIONS AND WARRANTIES**12.1 Formation; Authorization; Litigation.**

Each party represents and warrants that:

- (a.) it is validly existing and in good standing, and is qualified to do business, in each jurisdiction where it will conduct business under this Agreement, unless the failure to do so will not have a material adverse effect on its ability to perform under this Agreement;

- (b.) the signing, delivery and performance of this Agreement by the party has been properly authorized; and
- (c.) as of the Effective Date, no claims, actions or proceedings are pending or, to the knowledge of the party, threatened against or affecting the party that may, if adversely determined, reasonably be expected to have a material adverse effect on the party's ability to perform its obligations under this Agreement.

12.2 No Violations; Approvals.

Each party represents and warrants to the other party that the execution, delivery or performance of this Agreement:

- (a.) will not violate any existing law, regulation, order, determination or award of any governmental authority or arbitrator, applicable to the party;
- (b.) will not violate or cause a breach of the terms of the party's governing documents or of any material agreement that binds the party; and
- (c.) will not require approval or filing with any governmental authority.

13.0 WARRANTY DISCLAIMERS

13.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY, SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF EMBARQ OR THOSE OF ANY THIRD PARTY AND, IN PARTICULAR, SUPPLIER DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. SUPPLIER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE CONTENTS OF ANY CONTENT OR THE RESULTS TO BE OBTAINED FROM THEIR USE.

14.0 INDEMNITY

14.1 Supplier's General Third Party Indemnity.

Except for claims covered by Supplier's Intellectual Property Indemnity, Supplier will indemnify and defend Embarq, the Embarq Affiliates, and their respective directors, officers, agents, employees and customers (each, a "Embarq Indemnatee") from and against all third party claims, damages, losses, liabilities, costs, expenses and reasonable legal fees arising out of a claim by a third party against a Embarq Indemnatee resulting from any act or omission of Supplier under this Agreement.

14.2 Embarq's General Third Party Indemnity.

Embarq will indemnify and defend Supplier, its affiliates, and their respective directors, officers, affiliates, suppliers agents and employees (each, a " Supplier Indemnitee ") from and against all third party claims, damages losses, liabilities, costs, expenses and reasonable legal fees arising out of a claim by a third party against a Supplier Indemnitee resulting from any act or omission of Embarq under this Agreement.

14.3 Supplier's Intellectual Property Indemnity.

Supplier will indemnify and defend the Embarq Indemnitees from and against all third party claims, damages, losses, liabilities, costs, expenses and reasonable legal fees arising out of any third party claim that the Services or Deliverables and any resulting use or sale of any Services or Deliverables constitutes an infringement of any third party patent, trademark, or copyright, or the misappropriation of any trade secret. In addition, if Embarq's right to sell or use the Services or Deliverables is enjoined, Supplier will, at Supplier's expense, in the following order as is commercially reasonable:

- (a.) procure for Embarq and its customers the right to use the Services and Deliverables;
- (b.) replace the Services and Deliverables with equivalent non-infringing Services and Deliverables;
- (c.) modify the Services and Deliverables so they become non-infringing; or
- (d.) remove the Services and Deliverables and refund the price paid by Embarq for the Services and Deliverables, including incidental charges, such as transportation, installation and removal.

Supplier shall have no liability or obligation to Embarq hereunder with respect to any claim based upon (i) any use of the Deliverables not materially in accordance with this Agreement to the extent that compliance with this Agreement would have prevented the claim, (ii) use of any Deliverables in an application or environment or on a platform or with devices for which it was not designed or contemplated, (iii) alterations, combinations or enhancements of the Deliverables not created or approved by Supplier, (iv) that portion of any Deliverables which implements requirements specified in writing by Embarq, or (v) Embarq's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Deliverables after being provided modifications that would have avoided the alleged infringement.

This Section 14.3 sets forth Supplier's sole obligation and Embarq's sole remedy against Supplier for any intellectual property infringement action.

14.4 Embarq Indemnity

Embarq will defend Supplier against any third party claim that (a) the specifications provided by Embarq to Supplier or any Embarq-Owned Property or Embarq Data violate such third party's patent, trademark, or copyright, or misappropriate of any trade secret; (b) is excluded from

Supplier's indemnity under Section 14.3; or (c) arises out of any claims or representations regarding the Services or Deliverables that exceed the warranties and claims approved in writing by Supplier. Except as otherwise provided herein, Embarq expressly disclaims all other representations, liabilities and warranties (express or implied) related to any materials provided by Embarq to Supplier. If, at any time during the process of software development, either party learns that compliance with Embarq-provided specifications may result in a claim of infringement by a third party, the party with that knowledge will promptly inform the other party. If the parties determine that compliance with the specifications poses a substantial risk of a third party infringement claim, Supplier will discontinue developing the software according to those specifications and the parties will mutually agree on new non-infringing specifications. This Section sets forth Embarq's sole obligation and Supplier's sole remedy against Embarq for any intellectual property infringement action.

14.5 Indemnification Procedures.

- (a.) Promptly upon becoming aware of any matter which is subject to the provisions of 14.1 (Supplier's General Third Party Indemnity), 14.2 (Embarq's General Third Party Indemnity), 14.3 (Supplier's Intellectual Property Indemnity), or 14.4 (Embarq Indemnity) (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.
- (b.) The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld or delayed. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.
- (c.) If the Indemnifying Party fails to (i) notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim or (ii) proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.
- (d.) Neither party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim and fails to provide reasonable cooperation and

information to defend or settle the Claim; and if, and only to the extent that, the failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

15.0 LIMITATION OF DAMAGES

N EITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL , INDIRECT , RELIANCE , EXEMPLARY , SPECIAL , INCIDENTAL OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION , WHETHER IN CONTRACT , TORT OR OTHERWISE , EXCEPT :

- (a.) D** AMAGES FOR WHICH A PARTY HAS AN OBLIGATION OF INDEMNITY UNDER THIS **A** GREEMENT ;
- (b.)** ANY GROSSLY NEGLIGENT , WILLFUL OR FRAUDULENT ACT OR OMISSION ; OR
- (c.)** ANY BREACH OF PROVISIONS RELATED TO **C** ONFIDENTIAL **I** NFORMATION OR THE **E** MBARQ **M** ARKS .

C ONSEQUENTIAL DAMAGES INCLUDE , BUT ARE NOT LIMITED TO , LOST PROFITS , LOST REVENUES AND LOST BUSINESS OPPORTUNITIES , WHETHER THE OTHER PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES .

T HE **P** ARTIES AGREE THAT FOR ANY DAMAGES CLAIM , EXCEPT THOSE COVERED BY THE **P** ARTIES ' INDEMNIFICATION OBLIGATIONS UNDER **S** ECTION 14 AND ITS SUBSECTIONS ABOVE , EACH PARTY ' S TOTAL LIABILITY WILL BE LIMITED TO [*].

16.0 INSURANCE

16.1 Required Insurance Coverage.

Supplier will obtain and maintain during the Term the following minimum insurance coverage:

- (a)** Commercial general liability, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and products/completed operations hazards, with limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate, naming Embarq as an additional insured;
- (b)** Workers' compensation as provided for under any workers' compensation or similar law in the jurisdiction where work is performed with an employer's liability limit of not less than \$100,00 for bodily injury by accident and \$500,000 for bodily injury by disease;
- (c)** Umbrella/excess liability with limits of not less than \$3,000,000 combined single limit per occurrence and annual aggregate in excess of the commercial general liability, business auto liability and employer's liability, naming Embarq as an additional insured.

16.2 Certificates of Insurance.

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Supplier will obtain and maintain the required coverage with financially reputable insurers licensed to do business in all jurisdictions where work is performed under this Agreement. Upon Embarq's request, Supplier will provide Embarq a certificate of insurance evidencing that all the required coverages are in force and have been endorsed to provide that no policy will be canceled without first giving Embarq 30 days' prior written notice. All policies will be primary to any insurance or self insurance Embarq may maintain for acts or omissions of Supplier or anyone for whom Supplier is responsible. Upon request, Supplier will include copies of relevant endorsements or policy provisions with the required certificate of insurance.

17.0 AUDIT RIGHTS

17.1 Records Maintenance.

Each party will maintain complete auditable records of all financial and non-financial transactions relating to this Agreement for a period of at least 3 years after the termination or expiration of this Agreement. Each party (the "Audited Party"), will provide access to the other party (the "Auditing Party"), its internal and external auditors, inspectors and regulators, not more than once per calendar year during regular business hours, to sites where either Audited Party or any of its subcontractors are providing Services, to personnel, and to data, books, accounts and records relating to this Agreement for any reasonable business purpose, including audits, examinations and inspections relating to (a.) the accuracy of charges and invoices, (b.) Audited Party's compliance with applicable laws or regulations, (c.) Audited Party's compliance with the terms of this Agreement, (d.) Audited Party's compliance with safety and security procedures with respect to its facilities, if any, and Embarq Data, and (e.) the conduct of Audited Party's operations and procedures. Such audit shall not unreasonably disrupt business operations of the Audited Party.

17.2 Procedures.

Each party will provide Audited Party with at least 30 days' notice of an audit. Audited Party will make the information reasonably required to conduct the audit available on a timely basis and assist Auditing Party and its internal or external auditors as reasonably necessary. Audited Party will not be responsible for Auditing Party's expenses incurred for an audit unless the audit discloses an over-billing (with respect to Supplier) or an under-payment (with respect to Embarq) in excess of 5% during the period covered by the audit, in which case Audited Party will pay for the entire cost of the audit, except in the circumstances of an Supplier audit of Embarq and any underpayment is the result of Supplier's invoicing error, in which case the Supplier will pay for the audit. To the extent such examination discloses an over-billing or underpayment, Audited Party will reimburse the Auditing Party for such discrepancy. Such amount shall be reconciled with the next invoice.

18.0 DISPUTE RESOLUTION

18.1 Option to Negotiate Disputes.

The parties may, but are not obligated to, resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the procedures in this Section. Any party may give the other party

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notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, representatives of both parties may meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute by the respective representatives of both parties within the time frames and escalation process set forth below:

Within 10 days Within 20 days Within 30 days	<div style="border-top: 1px solid black; margin: 0 auto; width: 100%;"><div style="display: flex; justify-content: space-between; padding: 0 10px;">Embarq (Name/Title)Supplier (Name/Title)</div></div>
--	--

If either party intends to have an attorney attend a meeting, it will notify the other party at least 2 business days before to the meeting to enable the other party to also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules.

18.2 Continuing Performance.

Supplier will continue performance during the pendency of any dispute, unless either party terminates this Agreement for cause.

18.3 Jury Waiver; Arbitration.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

If the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws, or regulations. The arbitration will be conducted by and in accordance with the arbitration rules promulgated under the Judicial Arbitration and Medication Services (“JAMS”). To the extent that the provisions of this Agreement and the prevailing rules of JAMS conflict, the provisions of this Agreement will govern. The arbitration decision will be final and binding on the parties, and the decision may be enforced by either party in any court of competent jurisdiction.

The agreement of each party to waive its right to a jury trial will be binding on its successors, assignees and Divested Affiliates.

18.4 Legal Fees.

The prevailing party in any arbitration or lawsuit will be entitled to reasonable legal fees and costs, including reasonable expert fees and costs.

19.0 SUPPLIER DIVERSITY

19.1 Embarq's Supplier Diversity Policy.

Embarq's supplier diversity policy requires that Certified Diverse Suppliers will have the maximum practicable opportunity to participate in providing Deliverables and Services to the fullest extent consistent with efficient performance of this Agreement. "Certified Diverse Supplier" means a supplier that has been certified by a qualified independent third party agency as a "service-disabled veteran-owned small business concern," a "HUBZone small business concern," a "small disadvantaged business concern," a "women-owned small business concern" or a small business concern that is controlled by one or more "socially and economically disadvantaged individuals," as those terms are used in 48 C.F.R. 2.101 or 13 C.F.R. 124.1003.

19.2 Registration.

Before the Effective Date, Supplier must register at the following Embarq website: www.Embarq.com/supplierregistration. A list of agencies that Embarq deems to be qualified independent third party agencies for certification purposes can be found at this website.

19.3 Supplier Diversity Schedule.

If Supplier expects to receive [*] or more from Embarq under this Agreement, Supplier agrees to make commercially reasonable efforts to comply with the terms and conditions of Schedule B. Embarq may issue a notice of material breach to Supplier if Supplier intentionally and knowingly fails to make a commercially reasonable good faith effort to meet its diversity requirement set forth in this Section 19.3 or Schedule B.

20.0 GENERAL

20.1 Notices.

Notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of a "Transmission OK" acknowledgment, (iv) e-mail, or (v) delivery by a reputable overnight carrier service (in the case of delivery by facsimile or e-mail the notice must be followed by a copy of the notice being delivered by a means provided in (i), (ii) or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile or e-mail, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

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Embarq: _____
Embarq _____

Fax: _____

Supplier:
Synacor, Inc.
Attn: [*]
40 La Riviere Drive, Suite 300
Buffalo, NY 14202
Fax: 716-332-0081

With a copy to:
Embarq Law Department
Director, Procurement Law Group
[*]

With a copy to:
Synacor, Inc.
Attn: Chief Financial Officer
40 La Riviere Drive, Suite 300
Buffalo, NY 14202
Fax: 716-332-0081

20.2 Business Conduct Code.

Supplier agrees to conduct business with Embarq in an ethical manner that is consistent with The Embarq Principles of Business Conduct for Consultants, Contractors, and Suppliers, which Supplier acknowledges has been provided to Supplier as a reference.

20.3 Assignment.

Neither party may assign its rights or delegate its obligations under this Agreement in whole or in part without the other party's prior written consent, except that either party (without consent) may assign its rights and obligations hereunder to any of its affiliates or to any successor to all or substantially all of its business that concerns the subject matter of this Agreement (whether by sale of equity or assets, merger, consolidation or otherwise). This Agreement is binding on and enforceable by each party's permitted successors and assignees. Any assignment in violation of this Section is null and void.

20.4 Independent Contractor.

Supplier and Supplier Personnel are independent contractors for all purposes and at all times. Supplier has the responsibility for, and control over, the methods and details of performing Services. Supplier will be responsible for the compensation, discipline and termination of Supplier Personnel. Supplier is responsible for the payment of all Supplier Personnel Compensation. Neither Supplier nor Supplier Personnel have any authority to act on behalf of, or to bind Embarq to any obligation. "Supplier Personnel Compensation" means wages, salaries, fringe benefits and other compensation, including contributions to any employee benefit, medical or savings plan and all payroll taxes and unemployment compensation benefits, including withholding obligations.

20.5 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES ARE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES. EVEN IF DELAWARE ADOPTS THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT (UCITA), UCITA WILL NOT GOVERN OR BE USED TO INTERPRET AGREEMENT PROVISIONS. FURTHER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE

INTERNATIONAL SALE OF GOODS (UNCISCG) DOES NOT APPLY TO THIS AGREEMENT.

20.6 Waiver and Severability.

The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

20.7 Survival.

The following sections will survive expiration or termination of this Agreement for any reason: Compensation, Invoicing, Contractual Liability, Effect of Termination, Warranty Disclaimer, Service and Deliverable Warranties (only for the period stated therein), Confidential Information, Ownership, Indemnity, Limitation of Damages, Audit Rights, Dispute Resolution, Governing Law, and Marks.

20.8 Marks.

Except as otherwise provided in an Order, nothing in this Agreement grants either party the right to use any trademarks, trade names or logos proprietary to the other party. If either party is granted a right to use such marks, such party will do so only in strict compliance with such Order.

20.9 Remedies.

All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

20.10 Federal Acquisition Regulations; Executive Order 11246.

- (a.) If Embarq or the Federal government determines that an Order supports specific requirements included in a contract or subcontract between Embarq and the federal government, Supplier will be subject to certain federal acquisition regulations, such as requirements related to equal opportunity and affirmative action for Vietnam era veterans, and Executive Order 11246. Supplier will comply with the applicable laws as soon as it receives notice from Embarq or otherwise learns of its obligations under the applicable laws. Supplier will be subject only to those laws that must be included in all subcontracts as a matter of law.
- (b.) In accordance with the Department of Justice (DOJ) Information Technology (IT) security policies set forth in DOJ Order 2640.2D dated July 12, 2001, Supplier will ensure that no foreign nationals perform any Services under this Agreement or a related Order that involve direct or indirect access to, or development, operation,

management or maintenance of DOJ IT systems. DOJ IT systems include, without limitation, information technology systems, hardware, software and media that store, process or transmit classified and unclassified information as well as operating systems of Federal agencies that interface with the DOJ IT systems. A foreign national is anyone who is not a U.S. citizen and includes lawful permanent resident aliens. Embraq will notify Supplier in writing of Supplier's obligations and the Order to which the law applies.

20.11 Construction.

This Agreement will not be construed against either party due to authorship. Except for the indemnification rights and obligations in this Agreement, nothing in this Agreement gives anyone, other than the parties and any permitted assignees, any rights or remedies under this Agreement.

20.12 Entire Agreement; Modifications; Inconsistencies.

This Agreement and any attachments constitute the entire agreement of the parties as to the subject matter of this Agreement and the Orders, and supersede all prior or contemporaneous agreements, proposals, discussions or correspondence, whether written or oral. This Agreement and any attachment or Order may not be amended or modified except in writing signed by an authorized representative of each party. Any terms on Supplier's web site, product schedule or other ordering document, or contained in any "shrinkwrap" or "clickwrap" agreement, will not have force or effect if the provision conflicts with the terms of this Agreement, the attachments or Orders. If an inconsistency exists between the terms of this Agreement, and the terms of any attachment or Order, the terms of the attachment or Order will control, except preprinted terms and conditions appearing in any purchase order will have no force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

(Remainder of page is blank. Signature on following page.)

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MSA No.: MSAX063015TPS

SIGNED:

EMBARQ MANAGEMENT COMPANY

/s/ David Platt

(signature)

Print Name: David Platt

Title: VP- Procurement

Date: 12/04/06

SYNACOR, INC.

/s/ Frank J. Codella

(signature)

Print Name: Frank J. Codella

Title: Vice President & Sales

Date: 11/27/04

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SCHEDULE A

During the Initial Term, services performed by Supplier for Embarq that are not specified in an Order shall be billed at a rate not to exceed [*] per hour ("Billable Rate"). Supplier may increase the Billable Rate for any Renewal Term by no more than [*] upon mutual agreement of the Parties.

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**SCHEDULE B
SUPPLIER DIVERSITY**

Supplier will use commercially reasonable good faith efforts to meet a Utilization Requirement of 3%, either annually, or if this Agreement is for a specific term, over the term of this Agreement. The “Utilization Requirement” will consist of socially and economically disadvantaged small business concerns, women small business concerns, and service-disabled veteran-owned small business concerns. Embarq reserves the right to review this requirement and monitor the supplier’s progress annually. Embarq may assist Supplier in tracking and preparing reports with respect to the Utilization Requirement.

For the sake of clarity, commercially reasonable good faith efforts does not include any requirement that Supplier hire any consultant or employee to supervise and/or manage the foregoing efforts, produce any reporting without specific request from Embarq, or require more than a commercially reasonable amount of time for report preparation when specifically requested by Embarq no more than twice per calendar year during the term.

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Schedule C

Change in Control Defined

For purposes of this Agreement, a “Change in Control” of an entity means the occurrence of any of the following events:

- (i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or transfer of securities entitled to vote generally in the election of directors (“Voting Stock”)), in one or a series of related transactions, of all or substantially all of the properties or assets of such Party and its subsidiaries, taken as a whole, to any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) other than such Party or a wholly-owned affiliate of such Party;
- (ii) the consummation of any transaction or series of related transactions (including any merger or consolidation) resulting in any person becoming the beneficial owner (as determined pursuant to Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of more than 50% of such Party’s Voting Stock (measured by voting power rather than number of shares); or
- (iii) a merger, consolidation or reorganization with respect to which all or substantially all of the individuals and entities who were the beneficial owners of such Party’s Voting Stock immediately prior to such merger, consolidation or reorganization do not, following such merger, consolidation or reorganization, beneficially own, directly or indirectly, more than 50% of the Voting Stock resulting from such merger, consolidation or reorganization.

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**CONTRACT ORDER
TO
MASTER SERVICES AGREEMENT
BETWEEN**

**EMBARQ MANAGEMENT COMPANY
AND
SYNACOR**

This CONTRACT ORDER No. **COXX063016TPS** to Master Services Agreement No. MSAX063015TPS (the "Agreement") is between Embarq Management Company ("Embarq") and Synacor, Inc., a Delaware corporation ("Synacor"). Unless otherwise provided, all terms of this Contract Order are in accordance with the terms of the Agreement.

The parties agree as follows:

1. DEFINITIONS

For the purposes of this Contract Order the following definitions apply. Where a definition contained in this Contract Order conflicts with a definition contained in the Agreement, the definition contained in this Contract Order shall govern and control and shall apply solely to this Contract Order. Any term defined in the Agreement and used in this Contract Order will have the same definition as assigned to it in the Agreement.

- 1.1. "C.O. Term". The term of this Contract Order shall be the Term, as defined in the Agreement.
- 1.2. "Back-end Interfaces." All Synacor provided Application Program Interfaces (API).
- 1.3. "Embarq Data Services." Embarq offered services consisting of consumer or business data products, and any products and/or services derived therefrom or based thereon, including wireline or wireless services and any data services Embarq offers in the future.
- 1.4. "Embarq Logo". The Embarq logos and brands used to market the Embarq Portal(s).
- 1.5. "Embarq Portal(s)". Embarq branded portal services delivered to Embarq customers including but not limited to: email, security, personal start page, and other associated products and services. This includes both business and consumer portals and other portals as requested by Embarq.
- 1.6. "Portelus". The suite of administration tools provided by Synacor for Embarq to manage the Embarq Portal(s).
- 1.7. "Premium Content Bundles". A grouping of subscription and fee-based content and/or application services requiring a username and password to access from the

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Embarq Portal(s) which may be sold “a la carte” or embedded into an Embarq Data Subscription Account.

- 1.8. “Synacor Services”. The set of software products, services, and applications and related content, exclusive of network level connectivity, which are included together or bundled and offered by Synacor to its customers from time-to-time during the C.O. Term. The Synacor Services will be provided to Embarq customers together with Embarq Network Services, defined later, to permit those customers to access and experience the public Internet.
- 1.9. “Synacor Tools”. Synacor provided content publishing and administrative applications, Interfaces and Application Program Interfaces (API).
- 1.10. “Users”. All Embarq Data Subscribers and all others who are authorized by Embarq to have an Embarq email account.
- 1.11. “Value Added Services.” Services which are sold or delivered primarily over the Internet, via any channel. For the purposes of this Agreement, “Value Added Services” include, but are not limited to, content, video on demand, online storage, and enhanced security.
- 1.12. “Embarq Data Subscriber”. Any residential or business customer with a monthly subscription to Embarq digital subscriber line (DSL) services.
- 1.13. “Commercial Launch Date.” Means the first date on which the Services are generally made available to Users.
- 1.14. “Embarq Wireless Customers.” Means any residential or business customer with a subscription to Embarq wireless services.
- 1.15. “Territory.” Means the geographic area in the continental United States where an Embarq Affiliate provides wireline local exchange telephone service.

2. SYNACOR OBLIGATIONS

2.1. Systems Development and Implementation.

2.1.1. Portal deliverables consist of the following product elements:

- 2.1.1.1. Embarq Portal(s) with elements of Synacor’s standard portal template branded with Embarq presentation layer (look and feel, color, logos, trademarks, *etc.*).
- 2.1.1.2. Initial content to be integrated into the Embarq Portal(s) as provided in Exhibit 1, attached.
- 2.1.1.3. Synacor agrees, during the Term, to integrate Embarq’s online services into the Embarq Portal(s) [*] . Examples of applicable Embarq Services are the following:
 - 2.1.1.3.1. Account Management or Bill Pay
 - 2.1.1.3.2. Embarq eCommerce site (www.Embarq.com)

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- 2.1.1.3.3. Embarq Business Resource Center site (www.Embarq.com/brc)
- 2.1.1.3.4. Portal Products
 - Embarq Personal Media Link (remote media streaming product)
 - Embarq Video Clicks (Video-on-demand product)
 - Embarq Media Safe (remote storage product)
 - Embarq VOIP web interface
 - Embarq voice mail web interface
 - Motive Self-Registration (link to self-registration)
 - Biz Pak
- 2.1.1.4. Content publishing and Administration Components;
- 2.1.1.5. Personalization functionality of Embarq Portal(s) for establishment of User preferences by Embarq Customers;
- 2.1.1.6. Application Programming Interfaces (“APIs”) for unified registration, login and update associated with mutually agreed portal components. Embarq will work in good faith to conform to Synacor’s current API structure (including registration, new account activations, updates, product changes, and service cancellations). Synacor will work in good faith to perform, [*] any reasonable and limited enhancements or modifications to the standard Synacor API structure as necessary in order to assist Embarq to fit its operations support system;
- 2.1.1.7. [*]
- 2.1.1.8. Multiple unique portal accounts will be supported per each Embarq Data Subscriber, provided that the number of permitted unique portal accounts per Embarq Data Subscriber shall not exceed the number of email accounts offered per Embarq Data Subscriber; and
- 2.1.1.9. Embarq Portal(s) content shall be available to visitors without requiring the visitor to register or log-in prior to accessing this content, with the exception of Premium Products, Internet Security Services, E-mail and any content that is required by the content provider to be placed behind login.
- 2.1.2. Portal Deliverables. The Embarq Portal(s) deliverable shall be Synacor’s standard portal product with the elements specified in subsection (a) above, together, with User Authentication (the “Portal Deliverable”), customized with Embarq’s color scheme, logo, design elements and “look and feel” elements as determined by the joint Embarq/Synacor development team (the “Appearance Requirements”), which shall be delivered according to a mutually-agreed upon

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timeframe based on the level of functionality desired by Embarq. The Embarq Portal(s) will provide the functionality described in the Synacor Specifications. If Embarq desires additional appearance or functionality for the Embarq Portal(s) from Synacor, the parties will, upon Embarq's request, negotiate in good faith with respect to additional deliverables and the cost to Embarq for such additional deliverables.

2.2. Portal Administration.

2.2.1 Portelus will allow Embarq to manage via a web interface:

2.2.1.1. User access and subscriptions; and

2.2.1.2. Content areas on the portal pages.

2.2.2. Portal templates display the premium services and Embarq-specified content in unique information 'panels'. Each panel accepts a content feed, such as weather, daily financial market information, interactive surveys, and other basic content types. These panels can be configured to provide default information on the portal home page, and configured to individual User preferences or subscription settings.

2.2.3. Custom provisioning tools allow administrators to create new User accounts, and add premium content subscriptions to individual accounts. Customer Service Representatives ("CSR") can be assigned simple administrative privileges to see if an account is active and to create a new account, update existing accounts, and delete accounts or premium services.

2.2.4. Hierarchical permissions make sure that only the Embarq account owner has "parent" administration control over the entire Portelus implementation. Embarq privileges include:

2.2.4.1. Login to administration

2.2.4.2. View statistics

2.2.4.3. Add Users

2.2.4.4. View/Administer Users

2.2.4.5. View User passwords

2.2.4.6. Manage HTML content areas

2.3. Unified Registration and Login

2.3.1. Portelus unified registration and unified login enables Embarq to seamlessly integrate its User profile management Web applications.

2.3.2. Unified Registration. Portelus unified registration allows Embarq to use their existing tools for provisioning User accounts, while at the same time establishing an account in the Portelus database. Such software calls Portelus APIs when customer service representatives sign up new subscriber accounts for Internet services.

2.3.3. Execution. The unified registration process begins when a User is created using Embarq's User provisioning tool. That process contacts Synacor's API, which responds with a success or failure message. On success, the User will exist in the Portelus database. In the event of a failure, the CSR should resolve the issue in Embarq's provisioning tool; if not, Synacor support should be contacted for manual field entry or data resolution.

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- 2.3.4. The Portelus Registration API uses [*] . This provides programmatic and security flexibility to the function.
- 2.4. Unified Login. Unified login allows authenticated Users to gain access to the Embarq Portal(s) and e-mail accounts and other integrated applications with one login. Synacor will work with Embarq to implement single sign-on with most Web products. An initial list of integrated applications is set forth on Exhibit 2, which may be amended from time to time.
- 2.5. Portal Implementation for Embarq. Implementation of the Embarq Portal(s) consists of:
- 2.5.1. Synacor creates the portal site template
- 2.5.2. Synacor hosts system back-office infrastructure, premium service, User preference-session management information in its data center
- 2.6. Product Roadmaps. Synacor shall share its product roadmap with respect to the Synacor Services that Synacor may provide as part of the Embarq Portal(s) over the Embarq Network with Embarq on a bi-annual basis to obtain feedback and comments. Synacor agrees to provide a reasonable notice (a minimum of 60 days) of product and/or service change and/or launches that will impact the Embarq Portal(s). Similarly, Embarq agrees to share its product roadmap on a bi-annual basis, and provide reasonable notice (a minimum of 60 days) of product and/or service change and/or launches that will impact the Embarq Portal(s). Any development necessary for the continuation of services belong to Synacor.
- 2.7. Business Portal. Synacor shall create a Business Portal to be offered by Embarq to all its Business Embarq Data Subscribers. Users of the Business Portal will have the same content available to them as will be available to Consumer Portal Users. Synacor will create a default Business Portal configuration, i.e., the content elements and configuration the User is presented prior to personalizing the portal, that contains [*] News, Local News, Financial content, Search, Weather, Maps and Directories as well as access to email and cross marketing messages, all determined, created and controlled by Embarq. Synacor and Embarq agree to work cooperatively and collaborate to acquire content that will provide value to and will be of interest to Businesses. All other available content will require the User to employ the standard personalization. Embarq reserves the right to leverage another portal provider, should it deem necessary to accommodate the needs of the business customers.
- 2.8. Premium Products. Synacor shall collaborate with Embarq to design premium content bundles that address consumer and business interests and meet Embarq's marketing and budgetary objectives ("Premium Products"). Synacor agrees that Premium Products can be marketed as a la carte consumer offerings and/or as product bundles that can be configured and selectively embedded in various tiered offerings. Examples of Premium Bundles available to Embarq for distribution to Users are attached hereto as Exhibit 3. Synacor's offering of Premium Products will be subject to the terms and conditions set forth in Exhibit 4.
- 2.9. Third Party Content Providers. Embarq reserves the right to work directly with any third party application or content provider for the purposes of procuring and delivering programming, products, and services that meet Embarq customer needs for use with both wireline and wireless services. Synacor agrees to work directly with any such

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Embarq approved third party content provider and to integrate all content that is not a Premium Product [*] . Synacor will not charge Embarq to integrate Embarq sourced content for which integration is based on content feeds delivered into the Embarq Portal(s) via Synacor's Content Management System ("CMS"). Other Embarq sourced content including, but not limited to, services requiring custom programming by Synacor and/or services utilizing unified registration and login will be [*] as applicable and specified in Section 5.10 below.

- 2.10. Wireless Capabilities and Services . During the Term, Synacor agrees to use commercially reasonable efforts to develop and offer to Embarq, no later than June 30, 2007, functionality that will allow Embarq Customers who also have wireless service to access mutually agreed to portions of the Embarq Portal(s) from their wireless handsets. Such capabilities shall include:

2.10.1. [*]

2.10.2. [*]

2.10.3. [*]

2.10.4. [*]

- 2.11. Internet Security Services .

2.11.1. Synacor will integrate F-Secure's web-scanning engine into the Embarq Portal(s) upon Embarq's request. The provision of this service will be subject to F-Secure's Service Level Definition, Special Terms for Online Scanner, and End User License Agreement attached hereto as Exhibits 5, 6, and 7 respectively.

2.11.2. Security Suite Services Components. Each License and PC Key will provide access to the latest release of Synacor's Consumer Internet Security Suite (provided by F-Secure). This suite currently consists of the following components: Virus & Spyware protection, Firewall, Spam and Phishing

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protection, automated software and virus signature upgrades, standard side grade (detects and/or removes competing security products at install of F-Secure's security products) support for removing competitive programs on install, and Parental Control (for Consumer customers) and Access Control (for Business customers). The components of the security suite may change from time to time, but regardless of those changes, F-Secure will make its most current and advanced consumer security offering available to Embarq throughout the Term of this Agreement. Multiple PC installations will be supported with each License. The total number of PC installations per License may not exceed [*] installations per Embarq Data Subscriber account.

- 2.11.3. Commercial Free Music Radio. If Embarq so chooses, Synacor will incorporate a 40 genre commercial free music radio service into the Embarq Portal(s). The monthly fee Synacor will charge Embarq for this service will be [*] . This pricing model is predicated on Embarq marketing a private MusicNet Subscription Music service or services.
- 2.12.
 - 2.12.1. Promotional Support. Synacor will provide Embarq with on going promotional support to assure maximum adoption of Email, the Embarq Portal(s) and premium services by Embarq Customers. Such support will take the form of materials and guidance in the construction of promotions supporting these products.
 - 2.12.2. Launch Support. Synacor will provide materials and guidance in support of:
 - 2.12.2.1. [*]
 - 2.12.2.2. [*]
 - 2.12.2.3. [*]
 - 2.12.2.4. Synacor will assist in development of IVR and "on hold" scripts which would include a mention of the Embarq Portal(s), email and premium services for Embarq call centers
 - 2.12.2.5. Embarq may employ Synacor materials and guidance to support its launch of the Embarq Portal(s).
 - 2.12.2.6. Synacor will provide start page programming and functionality to support promotional activities such as customer daily/weekly prize entries.
 - 2.12.3. On-going:

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- 2.12.3.1. Promotional Campaigns—Synacor, at its option, will from time to time design and implement periodic marketing promotions supporting the Embarq Portal(s) and/or Premium Content Bundles each calendar year. [*]
 - 2.12.3.2. [*]
 - 2.12.3.3. [*]
 - 2.12.3.4. Synacor will assist Embarq in the development of IVR and “on hold” scripts to support the Embarq Portal(s), email and Premium Content Bundles for Embarq call centers.
- 2.13. Embarq Email Service—Features and Functionality. Synacor will build, deploy, maintain, and support an Embarq branded email service. The services will incorporate the following features and functionality:
- 2.13.1. Easy-to-use, intuitive Web mail User interface consistent with and comparable to existing competitive interfaces.
 - 2.13.2. Support for full RFC-compliant POP protocol
 - 2.13.3. Wireless device support (including access to email and contacts, calendar, and related content via mobile device with standard mobile web browser over WAP or HTTP protocol). Synacor will make wireless Email service features available to Embarq Data Subscribers by no later than June 30, 2007. Access to the Embarq Portal(s) through wireless devices and all other Embarq Email Service Features and Functionality listed herein will be available to Embarq Data subscribers on the Commercial Launch Date.
 - 2.13.4. Commitment to maintain, throughout Term, competitive User features such as HTML messages, large attachments (10 megabytes), contacts/address book, contacts and calendar sharing both publicly and restricted, inline spell checking and other features driven by AJAX or similar technologies providing dynamic right-click menus, roll-over informational pop-outs, and competitive AJAX-related technologies.
 - 2.13.5. Large mailboxes (1 gigabyte standard storage, with a practical upper storage limit mutually agreed upon by the Parties)
 - 2.13.6. Robust filtering rules capable of features such as forwarding, filtering based on headers, subject to, from, body, attachments, and other variables. Auto-sorting into designated folders or tags. Ability to auto-delete messages based on filter criteria.
 - 2.13.7. Anti-virus, anti-spam, anti-phish, and anti-scam filtering consistent with and comparable to industry standards; ability for User to set and manage filtering levels within interface; ability to auto-file or tag identified messages to junk or similar folder; ability to auto-delete such detected messages.

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- 2.13.8. Search Technologies. Ability to search within messages, contacts, and calendars based upon headers, subject, to, from, body, and other variables.
- 2.13.9. Organization. Ability to view threaded conversations. Ability to organize by folder and by tags. Ability to drag and drop items among elements. Ability to resize panes. Ability to preview messages in preview pane via AJAX or similar technologies. Ability to dynamically detect and act upon dates, email addresses, and URL's within messages. Ability to store Drafts and track Sent messages.
- 2.13.10. Security. Ability to access content via secure channel such as SSL (Secure Socket Layer). Ability to block HTML-based images by default but permitting User to choose to load such content.
- 2.13.11. Topology. Ability for Embarq and User to create and manage parent and child account hierarchies with associated control mechanisms through API and web-based administrative interface. Ability of parent to manage and control child accounts such as adding, deleting, and modifying.
- 2.13.12. Administrative API and web-based interfaces which will permit Embarq to provide Tier 1 and 2 support to consumers.
- 2.13.13. Synacor shall provide Tier 3 support.
- 2.14. Exclusivity. During the C.O. Term, Synacor and Supplier Affiliates may not offer, market or sell directly to consumers and businesses within the Territory any of the following wireless or wireline services, regardless of the technology used to deliver the service: (1) voice services, including any applications that provide voice service over a high speed internet access connection; (2) high speed internet access services; and (3) video television services ("Prohibited Services"). However, for the sake of clarity, the following services are not Prohibited Services: (1) video, audio or text instant messaging; (2) video, audio or text chat services; (3) video, audio, text or photo sharing services; (4) video, audio or text social networking services; (5) video, audio or text blogging services; and/or (6) Internet video services. Synacor's violation of this provision will be deemed a material breach of this Agreement, and Embarq may terminate this Agreement immediately upon learning of the violation with no additional liability to Embarq. Notwithstanding the foregoing, nothing herein prevents Synacor from providing services to customers to enable such customers to sell any non-Synacor-branded product whatsoever to any of their consumers or customers, even if such products sold using the Synacor services are Prohibited Services.
- 2.15. Technical Support. Synacor will operate the Services at the levels and performance and to provide Embarq with technical support services in accordance with the Service Level Agreement ("SLA") in Exhibit 8 attached hereto.

3. EMBARQ OBLIGATIONS

- 3.1. Delivery of Embarq Portal(s). Embarq shall, [*] deliver the Embarq Portal(s) over the Embarq network to the modem or other customer premises equipment (the "CPE") of Users. Embarq shall, [*] provision and install any required CPE at each User's location.
- 3.2. Marketing of the Embarq Portal(s). Embarq is responsible for selling, advertising, promoting, and marketing the Embarq Portal(s).

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- 3.3. Embarq Network. Except as otherwise provided in this Contract Order, Embarq shall, [*] provide, install, manage, and maintain the networks and system infrastructure (including, without limitation, the Embarq system, Embarq network and CPE) necessary for the delivery of the Embarq Data Services to the Users. Embarq shall, [*] also provide connectivity, including Internet transit, for the Embarq Portal(s) over the Embarq network and facilities.
- 3.4. Distribution Channels. Embarq will determine in its sole discretion the distribution channels through which the Embarq Portal(s) will be made available.
- 3.5. Forecasts. Embarq will provide Synacor with an annual forecast by month for Users. Updates will be provided throughout the year in the event the forecast materially changes. Any failure by Embarq to meet a forecast provided to Synacor under this Section will not be deemed a breach of this Agreement and will not result in any Embarq liability.

4. JOINT OBLIGATIONS

- 4.1. Account Management. Synacor and Embarq shall, each at its own expense, supply resources to support account management and reconciliation activities between the two parties' databases. These activities will be performed on a timely basis, and any disputes will be resolved through the escalation processes. Each Party shall have a designated account/product management team and will make available all technical and operational information personnel and resources to develop, deploy and operate the Embarq Portal(s).
- 4.2. The Parties intend to support the relationship contemplated hereby with regular meetings where information relevant to the delivery of the Embarq Portal(s) will be shared.

5. PRICING

- 5.1. Portal Pricing/Fees. Beginning on the Commercial Launch Date of the Embarq Portal(s) pursuant to and continuing throughout the Term, Embarq shall pay Synacor [*]. Within [*] days after the end of each calendar month, Embarq will provide to Synacor [*] for the purposes of validation of the portal fee payment to Synacor.
- 5.2. [*]

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[*]

- 5.3. Portal Development & Integration Fee (Non Re-occurring Expense). Embarq shall pay to Synacor a Development Fee of [*] for the development of both the Consumer and Business Embarq Portal(s). Half the Development Fee will be payable within [*] business days after execution of an Agreement and the balance will be due within [*] business days after commercial launch of the Embarq Portal(s), Premium Products and Internet Security Services. The Commercial Launch Date will be the date upon which the said services are available to Users in accordance with the Service Level Agreement, on a commercial basis (i.e. not a beta, limited availability, or other test offering). [*]
- 5.4. Search and Advertising Revenue Share.
- 5.4.1. Search Revenue Share. Revenue sharing between Synacor and Embarq for searches executed through the Embarq Portal(s) will be as provided in the Search Revenue Sharing Addendum, attached hereto as Exhibit 9. Embarq hereby agrees that the Search Services described in the Search Revenue Sharing Addendum shall be incorporated as features into the Embarq Portal(s).
- 5.4.2. [*] Embarq may, but is not required to, permit advertising on the Embarq Portal(s), and may control the type and amount of permitted advertising. Only Synacor and Embarq may provide advertising within the Embarq Portal(s) to the extent that Embarq authorizes any such advertising. Embarq shall receive [*] of Net Advertising Revenue. "Net Advertising Revenue" includes all e-commerce revenue, and revenue from all video advertising, banner advertising, and other forms of advertising that appear on or within the Embarq Portal(s), including but not limited to: email, security, personal start page, and other associated products and services less any cost associated with placement, insertion and administration of such advertising. For clarity, Net Advertising Revenue does not include revenue covered by the Search Revenue Sharing Addendum. This arrangement will not preclude Embarq from placing advertisement for their own products and service or those of their subsidiaries and affiliates [*]. Synacor will provide advertising services to Embarq, which may include, without limitation, e-commerce, video, banner advertising and other forms of advertising. Embarq may approve or disapprove any marketing, advertising or messaging to Active Users within the Embarq

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Portal(s) or used in targeting Active Users outside the Embarq Portal(s). Specifically prohibited is the marketing, advertisement or messaging of competitive telecommunication, information or entertainment services, including but not limited to voice, video, data or wireless services. Synacor agrees not to sell or provide any Embarq Portal(s) customer lists to any third party. The general guidelines regarding appropriate advertising is attached hereto as Exhibit 10, which may be amended from time to time by Embarq. Embarq shall have the right to request that Synacor remove any advertising that conflicts with an existing advertising relationship of Embarq, is not consistent with the guidelines set forth in Exhibit 9, or if an Embarq Customer files a formal complaint with a regulatory or law enforcement agency regarding such advertisement. Synacor shall disable advertising services provided by such advertisement from the Embarq Portal(s) within [*] days after receiving written notice from Embarq.

- 5.5. Integration of [*]. Synacor will integrate [*] that are made available to Synacor and Embarq such as [*] into the Embarq Portal(s). In no case will any [*] be added to the portal or will Synacor use products from a [*] without prior written approval from Embarq, which approval will not be unreasonably withheld.
- 5.6. Email Monthly Fees. The monthly fees charged Embarq by Synacor to provide Email Service, as described above, will consist of the following:
- 5.6.1. Embarq shall pay Synacor [*] through out the Term of this Agreement. Embarq will provide to Synacor the actual [*] for the purposes of validation of the monthly email fee payment to Synacor. Embarq may offer up to [*] email accounts per Embarq Data Subscriber [*]. Additional email accounts will be provided by Synacor at a rate of [*].
- 5.6.2. Embarq shall pay Synacor [*] to cover the cost of telecommunications bandwidth to support the Email, Portal, Internet Security, and Premium Product Services.
- 5.6.3. The monthly flat rate fee of [*] stated in item (a) of this Section is based on the assumption that the average storage per mailbox [*]. If average storage per mailbox exceeds [*], Synacor shall charge Embarq [*].
- 5.6.4. Synacor will assist Embarq in establishing and will implement and maintain email policies which maximize mailbox size efficiency.
- 5.7. Email Service Development Fee (Non-Recurring Expense): Embarq shall pay Synacor a one-time Development Fee of [*] for the development of Consumer and Business email products utilizing up to [*] available domain name(s) specified by Embarq. Should Embarq desire Synacor to create a vanity email product for its business customers, the Parties will negotiate a separate written addendum to this Contract Order. Embarq agrees to pay [*] within ten (10) business days after execution of an Agreement and the balance will be due within ten (10) business days after commercial launch of the Embarq Portal(s), Premium Products and Internet Security Services. The Commercial Launch Date will be the date upon which the said services are available to Users in accordance with the Service Level Agreement, on a

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commercial basis (i.e. not a beta, limited availability or other test offering). [*]

- 5.8. Wireless Portal Pricing. [*] Any applicable wireless portal fees will be mutually agreed upon prior to the general availability of the wireless portal feature and will not exceed [*] .
- 5.9. Premium Bundle Pricing. In the event Embarq elects to make any Premium Content Bundle, as currently specified in, or subsequently added to, Exhibit 3 below, available to Embarq Data Subscribers, each month, Synacor shall bill Embarq for an amount determined by multiplying the number of Subscription Accounts (as defined below) in a given month by the monthly fee associated with the applicable Premium Content Bundle subscribed to by such Subscription Account. For purposes herein, a “Subscription Account” is defined as an Embarq Data Subscriber [*] . The number of Subscription Accounts shall be counted by Synacor as of the last day of each month unless otherwise agreed to by the Parties in writing. Synacor will provide the count of Subscription Accounts within five days after the end of each calendar month.
- 5.10. Carriage Fees. Embarq may, from time to time, choose to utilize Synacor Services for the distribution of Value Added Services sourced by Embarq itself or under contract with third parties which are offered either separately or as part of Embarq Data Services (“Embarq Sourced Services”). If such Embarq Sourced Services are offered separately then Embarq shall pay Synacor Carriage Fees each month defined to be [*] . If such Embarq Sourced Services are offered as part of Embarq Data Services then Embarq shall pay Synacor Carriage Fees each month defined to be [*] . An example of how Carriage Fees are computed is attached hereto as Exhibit 11. [*] For purposes herein, a “Subscription Account” is defined as an Embarq Data Subscriber who is [*] .

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The number of Subscription Accounts shall be counted by Synacor as of the last day of each month unless otherwise agreed to by the Parties in writing.

- 5.11. Security Suite Price Schedule. The prices listed below represents [*] schedule with [*] on the number of Embarq Portal(s) subscribers that can activate the Internet Security Suite of Services and is calculated based on a Embarq Portal(s) subscriber count of [*] . If the total Embarq Portal(s) Subscriber count is either above or below the Embarq Portal(s) Subscriber Range, the monthly fee schedule detailed below will be adjusted [*] the Embarq Data Subscriber count is either less than or greater than the boundaries of the Subscriber Range defined in the previous sentence.

- [*]
- [*]
- [*]
- [*]
- [*]

6. BILLING

- 6.1. Synacor provides billing recognition and billing components. This is achieved by the following:
- 6.1.1. Integrated Billing, [*]
 - 6.1.2. Credit Card
 - 6.1.3. Manual Billing via Customer Service Representatives
- 6.2. Synacor logs every premium service subscription/cancellation transaction that passes through the Portelus system. Synacor will deliver that data to Embarq, via the following modalities at Embarq's discretion:
- 6.2.1. [*]
 - 6.2.2. [*]
 - 6.2.3. An e-mail notification to a CSR (email once a day with a new subscriptions list)
 - 6.2.4. Pulled from Synacor's API when needed
 - 6.2.5. Sent to Embarq in another standard or proprietary format for input into their billing program
- 6.3. Premium Products and Internet Security Services will also be integrated into the Embarq Portal(s) and unified with Embarq email login as well as integrating the billing of Premium Products Bundles with Embarq billing and a credit card billing service.

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- 6.3.1. Synacor and its partner F-Secure will provide training support for security, both at initial launch and ongoing.
 - 6.3.1.1. Synacor and its partner F-Secure will customize training as requested by Embarq
 - 6.3.1.2. Synacor and its partner F-Secure will provide refresher training as requested and at all major releases or functionality updates

7. OPERATIONS

- 7.1. Customer Care Obligations. Customer care responsibilities are as provided in Exhibit 12, attached.
- 7.2. Planning. Both Parties will advise each other in writing of any network, software and services version releases and updates as far in advance as is commercially reasonable, and shall share with the other Party any other relevant information as to modifications to features of the Embarq Portal(s) controlled by that Party, in accordance with the meeting schedules described in Section 4.2. Both Parties will meet quarterly for reviews. For new products and services Synacor will map out timelines by month.
- 7.3. Training. Training and development: (which apply to Email, Portal, Premium Products and Internet Security Services):
 - 7.3.1. Training Content and Technical Support materials will be developed and delivered by Synacor
 - 7.3.1.1. Drafts forwarded to Embarq's training department on or before November 1, 2006
 - 7.3.1.2. Technical Support materials will be delivered to Embarq on or before December 1, 2006
 - 7.3.1.3. Initial training materials and support for Synacor security services will be delivered to Embarq on or before December 1, 2006
 - 7.3.1.3.1. All security training will be customized as directed by Embarq
 - 7.3.1.3.2. Synacor will provide refresher training upon request and immediately upon major software releases or functionality updates
 - 7.3.2. Customization and localized content developed jointly by Embarq and Synacor on or before November 1, 2006
 - 7.3.2.1. Edits and final copy provided by Embarq 2 weeks prior to first training date
 - 7.3.2.2. Materials will be provided by Synacor
 - 7.3.3. Delivery provided by Synacor at Embarq's location
 - 7.3.3.1. Embarq should have facilities and equipment available; Synacor will provide access to all applicable portal and support systems test environments
 - 7.3.3.2. Embarq will provide training evaluation and participant satisfaction statistics for feedback and quality assurance purposes.
 - 7.3.3.3. A Synacor Training Consultant will be available for classroom or webinar delivery.

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7.3.3.4. The Training Consultant can provide single or multiple Train-the-Trainer sessions or Agent sessions.

7.3.3.5. [*]

- 7.4. Network and Connectivity. [*] for the exchange of all relevant traffic generated by the delivery of the Embarq Portal(s). Embarq will be responsible for all network issues, including but not limited to [*], provisioning, network integrity, central office issues, backhaul, customer services, and all support of network issues occurring on the Embarq Network. The Parties agree that bandwidth usage associated with services not currently in the Embarq Portal(s) may have significant costs to Synacor and in such cases the Parties will address those costs in good faith negotiations at the time of inclusion of such services.
- 7.5. Service Changes. In the event either Party makes changes to its service which affects the ability of the other Party to provide service to the Embarq Portal(s) Customers as envisioned herein, the Party making the change agrees to evaluate any new processes to ensure that they will function appropriately with the other Party's systems, and will include the other Party in the testing of the new functionality to verify that the new processes are working properly. Synacor will notify EMBARQ in writing of any changes to be made to the Embarq Portal(s), Security Software, Premium Bundles, or any other change impacting Embarq customers 60 days prior to making such changes. Embarq will be given a minimum of 2-weeks to test the changes prior to implementation, with the right to delay implementation if issues are encountered in Embarq testing.
- 7.6. Break/Fix. In the event that Synacor makes any changes pursuant to its Portelus Service, which affects the Embarq Portal(s) Customers services, Synacor agrees to include Embarq in the evaluation of any new processes to ensure that it will function appropriately, in accordance with the Change Management Process set forth in Exhibit 13. Synacor will include the other Party in the testing of the new functionality to verify that the new processes are working properly.
- 7.7. Privacy/Conditions of Use. Each Party will retain its own separate privacy policies, which policies will be consistent with each other, and which will independently govern that Party's provision of service to the Embarq Portal(s) Customer. Terms and Conditions of Use for the access service will be mutually agreed upon. All other User policies relating to the use of the Internet and the Embarq Portal(s) (e.g. acceptable use, web site usage, free web space, and community guidelines), will be mutually agreed upon and materially the same as the policies used by Synacor in connection with the Synacor Services.
- 7.8. Security. The Parties agree that network and services security issues are of the utmost importance to each Party, and the Parties agree to provide corporate security contacts for coordination of security issues. The Parties agree to cooperate reasonably with each other on security issues, including but not limited to:
- 7.8.1. "Phisher" sites and emails;
 - 7.8.2. Spam (incoming and outgoing);
 - 7.8.3. Denial of service attacks;
 - 7.8.4. Criminal use of the Embarq Portal(s), including, but not limited to, identification of the offending User;
 - 7.8.5. Credit card or other payment fraud; and

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- 7.8.6. Any other issue identified by either Party in good faith as a critical security issue.
- 7.9. Internet Security Services Support. Should Embarq so choose, Synacor and F-Secure will train Embarq's Tier 1 technical support personnel and provide continuously updated online support and product information tools. F-Secure will provide Embarq Tier 2 and Tier 3 in accordance to the Service Level Definition attached hereto.. Synacor and F-Secure will work with Embarq to integrate the Internet Security Services support tools with Portal and email support tools prior to launch of Embarq Portal(s). The integrated support tools provided will be accessed via single-sign-on by authorized Embarq data technicians. Synacor agrees to ensure that Embarq has access to all available F-Secure support tools, including but not limited to knowledge bases, FAQs, diagnostic tools, and web-based scanning engines.
- 7.10. Personnel. Synacor will designate a manager as the primary point of contact for Embarq with regards to the matters contained in this Agreement. Embarq will designate a similar primary contact person within Embarq who will be the primary point of contact for Synacor with regards to the matters contained in this Agreement.
- 7.11. Re ports.
- 7.11.1. Synacor will provide reports in accordance with Exhibit 7 attached.
- 7.11.2. Reports will be available online through Portelus.
- 7.12. Customer Account Maintenance and Data Exchange.
- 7.12.1. Embarq and Synacor will work together to design, develop and implement API processes to support account activation (registration), account maintenance/updates, product changes, and cancellations of service.
- 7.12.2. Embarq and Synacor will work together to design, develop and implement API processes to support the data technician support tools described in sections 7.19 and 7.20 of this Order.
- 7.12.3. [*]
- 7.12.4. [*]
- 7.12.5. All maintenance/update, and cancellation records shall include the unique Embarq identifier to allow Synacor to properly locate and identify the customer account in the Synacor system and perform the change request.
- 7.12.6. Both parties shall provide a minimum of 60 calendar days advance notice for any changes to the maintenance and registration API processes. If development is required by either party, the parties will work together to determine a reasonable delivery date.
- 7.12.7. Both parties will provide the ability to conduct regression testing for any of the established processes.

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- 7.12.8. Any Embarq customer information provided to Synacor will be deemed Embarq Confidential Information and handled by Synacor in accordance with Section 10 of the Master Services Agreement.
- 7.13. Authentication Security. Synacor will authenticate Users logging into the Portal per the username and password established at the time of registration of the account. Synacor will maintain username/password database, and provide functionality through a customer, self-service Portal Account Management tool available to authenticated subscribers. This self-service tool will provide, but is not limited to, the capability for the customer to change passwords, change username/email address, add mailboxes, and delete mailboxes.
- 7.14. Network Architecture. Embarq will be responsible for all aspects of the Embarq System and Network infrastructure facilities from the Service Subscribers' CPE through connectivity to the Internet. Embarq shall provision the Embarq Portal(s) for Service Subscribers and shall control all DHCP servers and routers necessary for that function. Additionally, Embarq will provide and manage a block of IP addresses sufficient to meet the demands to provision the personal computers of Service Subscribers. Synacor will be responsible for all aspects of the Synacor Services infrastructure facilities, hosting, caching and software used by Synacor to provide the Synacor portion of the Embarq Portal(s).
- 7.15. Systems Interfaces. Both parties will develop and implement systems and interfaces as necessary to provide functionality necessary to the other party to perform its duties and responsibilities in accordance with the SLA.
- 7.16. Systems Roadmaps. Both parties agree to provide an overall systems roadmap with respect to the Embarq Portal(s) that the parties may provide over the Embarq Network with the other Party on a bi-annual basis to obtain feedback and comments. Both Parties agree to keep these systems roadmaps in the strictest confidence, and shall not disclose such information shared. In addition, both Parties agree to provide reasonable notice of systems and/or service changes and/or launches with detailed requirements. These launches will require that both teams agree to timelines, approach and project details and agree to supply the other Parties with resources to support these efforts. Any development necessary for the continuation of services belong to Synacor.
- 7.17. Infrastructure. Each Party will bear its own costs of agreed upon infrastructure enhancements to enable the two companies to exchange order, billing, and account maintenance information, and reports, including but not limited to (1) an automated maintenance file transfer process, and (2) an automated billing reconciliation process.
- 7.18. Intentionally Omitted
- 7.19. Synacor will provide APIs and/or on-line, integrated support tools to be utilized by Embarq Data Technicians for Tier 1 and Tier 2 Support for Email, Security, and the Portal. Such tools will provide the following functionality and will be available to EMBARQ at time of launch:
- 7.19.1. Password Look-Up Functionality — will enable the data technician to look-up password to assist customers who have forgotten passwords.
- 7.19.2. Password Reset — will enable the data technician to 'reset' or change a customer's password in real-time.

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- 7.19.3. Add a Mailbox to a Primary Customer Account—will enable the data technician to add a secondary mailbox to a Primary Customer Account—up to the maximum mailboxes allowed per a single subscriber account.
- 7.19.4. Delete a Mailbox from a Primary Customer Account—will enable the data technicians to delete or remove a secondary mailbox from a Primary Customer account.
- 7.19.5. Change the Primary Mailbox—will enable the data technician to change the Primary Mailbox on the account. This includes making the Primary mailbox a secondary mailbox and making a secondary mailbox a primary mailbox on the account.
- 7.19.6. Move a Mailbox—will enable the data technician to move a mailbox from Primary Account to another.
- 7.19.7. Update or change customer information—enable the data technician to change customer information captured in the Synacor system. Information to include, but is not limited to, customer name, customer telephone number, Account Type (Residential or Business), Account Service (if offering premium levels of service), and any other EMBARQ customer information captured within the Synacor system.
- 7.19.8. Reactivate Accounts—will enable the data technician to reactivate accounts that are ‘active’ in the EMBARQ system but have been deactivated in the Synacor system—will reactivate Email service, Portal access, and security software services.
- 7.19.9. Deactivate Accounts—will enable the data technician to deactivate accounts that are ‘active’ in the Synacor system, but have cancelled service in the EMBARQ system—will deactivate email service, Portal Access, and security software services.
- 7.19.10. Email Issue Resolution—Synacor will provide tools necessary to troubleshoot and resolve common email issues.
- 7.19.11. Security Software Issue Resolution—Synacor will provide tools necessary to troubleshoot and resolve common Security Software issues.
- 7.19.12. Portal Issue Resolution—Synacor will provide tools necessary to troubleshoot and resolve common issues encountered by customers with the Portal.
- 7.19.13. The data technician support tools outlined above will utilize account look-up functionality based on telephone, email address, or account number or username.
- 7.19.14. In all cases where Embarq Data Technicians or Customer Service Reps are updating customer account information via the support tools provided by Synacor, Embarq will assume the responsibility of verifying the customer’s identity per Embarq standard practices.
- 7.19.15. Synacor will provide an Agent Management Tool, to be administered by Embarq designated management. Such tool will allow Embarq management to grant and remove access to the Support Tools provided by Synacor for Tier 1 and Tier 2 Support as outlined above. Such tool will be provided to Embarq at time of launch.

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- 7.19.16. Synacor will work with Embarq to integrate via API interface the above outlined support tools into the Embarq data technician desktops. In addition, these support tools can be accessed via Synacor provided URL by authorized parties.
- 7.20. Tier 3 Support
 - 7.20.1. Synacor will provide a ticket escalation system/process to be utilized by Embarq data technicians when issues are encountered related to the Portal, email, and security software that cannot be resolved through Tier 1 or Tier 2. Synacor will provide 24/7 support and will adhere to the SLA.
 - 7.20.2. Account Creation/Registration: Synacor will work with Embarq and/or Embarq appointed 3rd party vendor to design, modify and incorporate installation processes for new High-speed Internet customers related to new account activation, email account creation, and security software download and set-up.
- 7.21. Customer Service. Embarq will provide “first-line” customer service via interactive voice response (“IVR”) or customer service representative to Users, including all inquiries with respect to installation disks, account maintenance, network level service, service provisioning and billing or any other functionality or services provided by or on behalf of Embarq. In addition, Embarq will provide Tier 1 and Tier 2 support, including all inquiries with respect to email, Portal, and security to the extent that tools are provided in the matrix outlined above. Synacor will provide Tier 3 support via a ticket escalation system or phone escalation as outlined in Exhibit 11 of this document.

8. OWNERSHIP AND LICENSES

- 8.1. Interface Brand and Content.
 - 8.1.1. As between Synacor and Embarq, Synacor will have full and exclusive right, title and ownership interest in and to Synacor Properties (as defined in Exhibit 4), Synacor Content, Synacor Tools, the Back End Interface and the Intellectual Property Rights therein, and Embarq will have full and exclusive right, title and ownership interest in and to Embarq Content, Embarq Brand Features, and the Intellectual Property Rights therein.
 - 8.1.2. Embarq will control all aspects of the Embarq Portal(s) and will brand the Embarq Portal(s) only using Embarq trademarks, although Embarq may include a notice that the Embarq Portal(s) is powered by Synacor.
 - 8.1.3. Embarq will have complete editorial control, with respect to the placement and content, advertising, and any language within the Embarq Portal(s).
 - 8.1.4. [*]
- 8.2. Grant of License by Embarq. Embarq hereby grants to Synacor during the term of this Contract Order a non-exclusive, non-transferable, non-sublicenseable, royalty-free, worldwide license under all of Embarq’s Marks (as defined below) to use, reproduce,

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publicly display, publicly perform, distribute and transmit the Embarq Brand Features on the Embarq Portal(s) in the manner described in this Contract Order, and for any other use for which Synacor receives prior written approval from Embarq, subject in each case to compliance with any and all Embarq Brand Guidelines.

- 8.3. Grant of License by Synacor . Synacor hereby grants to Embarq during the term of this Contract Order a nonexclusive, non-transferable, non-sublicenseable, royalty-free, worldwide license under all of Synacor's Marks to use, reproduce, publicly display, publicly perform, distribute and transmit Synacor Brand Features and Synacor Content on the Embarq Portal(s) in the manner described in this Contract Order, and in connection with the distribution, marketing and promotion of the Embarq Portal(s), subject in each case to compliance with any and all Synacor Brand Guidelines.
- 8.4. Trademark Restrictions . The mark owner may terminate the foregoing license if, in its reasonable discretion, the licensee's use of the marks tarnishes, blurs or dilutes the quality associated with the marks or the associated goodwill and such problem is not cured within 20 days of notice of breach; alternatively, instead of terminating the license in total, the owner may specify that certain pages of the licensee's website may not contain the marks. Title to and ownership of the owner's marks shall remain with the owner. The licensee shall use the marks exactly in the form provided and in conformance with any Brand Guidelines. The licensee shall not take any action inconsistent with the owner's ownership of the marks, and any benefits accruing from use of such marks shall automatically vest in and accrue to the benefit of the owner. The licensee shall not form any combination marks with the other party's marks.
- 8.5. Content Standards . Each party agrees to display mutually agreeable trademark and copyright notices or legends of the other party when using such other party's Brand Features. Each party shall in advance submit to the other party the proposed placement of such notices or legends (including, without limitation, the place and manner of incorporation into electronic media or transmissions), and such other party shall have the right to approve the same.
- 8.5.1. Embarq shall not provide any Embarq Content, and Synacor shall not provide any Synacor Content that is created and developed solely by Synacor, that: (a) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, harmful to minors or child pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (f) is materially false, misleading or inaccurate. For the sake of clarity, for the purposes of this Section 8.51, Synacor Content shall not include any Content provided by Synacor Providers.

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8.5.2. Synacor shall not provide any Synacor Owned Content that violates any law.

- 8.6. Reserved Rights. Without limitation of the foregoing, each party reserves all rights other than those expressly granted in this Contract Order, and no licenses are granted except as expressly set forth herein and each party shall retain all right, title and interest in and to its logos and product and service names and trademarks (the “Marks”), technology and other intellectual property (including without limitation, in the case of Synacor, the tools, templates, frameworks or other software owned or licensed by Supplier and used in connection with the Service (the “Software”) and Services). Neither party shall take any action inconsistent with such ownership. This is a contract for services only. All Software, hardware and other technology used to provide the Services will be installed, accessed and maintained only by or for Supplier and no license therein is granted to Embarq. Embarq shall not use Supplier’s Marks, Software or Services in any manner except as specifically provided herein.
- 8.7. Link License. Embarq grants to Synacor a non-transferable, non-exclusive, royalty-free license to use the Embarq Marks on the Synacor websites and to hyperlink the Synacor websites to the Embarq websites selected by Embarq (the “Embarq Links”), provided that Embarq approves in advance all uses of the Embarq Marks on the Synacor website as further described in this paragraph 8.7.

9. POST-TERMINATION OBLIGATIONS.

- 9.1. Upon notice of termination of this Contract Order by Embarq for any reason or upon Embarq’s provision of a notice of nonrenewal to Synacor, at Embarq’s request Synacor agrees to assist in the transition of EMBARQ customer email, Portal Homepage, Security, and Premium Services away from Synacor hosted services to Embarq or to a third party designated by Embarq. In addition, the parties agree that during a Transition Period, the parties will continue to be bound by and perform in accordance with this Contract Order, and Synacor will continue to assist Embarq as provided above and Embarq will continue to pay for the Services. Synacor’s assistance in this transition during the Transition Period will be provided [*] . Such support includes, but is not limited to:
- 9.1.1 Whitelist of the designated Embarq partner IP ranges to allow access to Synacor servers and Webmail interfaces.
 - 9.1.2 Provide ongoing lists or access to Embarq customer usernames and passwords, including primary and secondary designation and username and passwords per account.
 - 9.1.3 Disable the Synacor hosted Portal for EMBARQ customers effective with the beginning of the migration period.

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- 9.1.4 Redirect EMBARQ customers attempting to log-in to any Synacor—hosted application (Portal, Webmail, etc.), to a URL to be provided by Embarq. Redirection to continue throughout the length of the migration period.
- 9.1.5 Provide access to all email messages, address books, and mail folders for migration to the new Portal Partner. (i.e., IMAP interface or other agreed upon method of access)
- 9.1.6 Allow email forwarding for migrated customers for 6 months after the account has been migrated.
- 9.1.7 Continue operational support and business as usual for all 'non-migrated' customers and supporting processes throughout the migration period. Including, but not limited to, Technical Support Tools, API processes to support account updates and cancellations, reconciliation activities, reporting tools, and other day-to-day operations.
- 9.2. Within 30 days after the end of the Transition Period, Synacor will return to locations designated by Embarq any Embarq-Owned Property.
- 9.3. Within 90 days after the end of the Transition Period, Synacor will invoice Embarq for any final amounts due under this Contract Order. Embarq will pay undisputed portions of all amounts reflected in the invoice within 45 days of Embarq's receipt of the invoice.
- 9.4. After the Transition Period, the parties will discontinue making any statements or taking any action that might cause third parties to infer that any business relationship continues to exist between the parties under this Contract Order, and where necessary or advisable, inform third parties that that Parties no longer have a business relationship under this Contract Order.
- 9.5. For a period of three (3) years after the expiration or other termination of this Contract Order, Synacor agrees that it will not directly target any Users, or use any Embarq Data to target any Users, to switch from their Embarq high-speed internet service to a broadband data service offering sold by Synacor or by a Synacor marketing partner. The foregoing shall not apply to any of Synacor or Synacor's marketing partner's general advertisements, or a User that switches of his or her own volition.

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SIGNED:

EMBARQ MANAGEMENT COMPANY

/s/ David Platt

(signature)

Print name: David Platt
Title: VP - Procurement
Date: 12/4/06

SYNACOR, INC.

/s/ Frank. J. Codella

(signature)

Print name: Frank. J. Codella
Title: Vice President of Sales
Date: 11/27/06

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**Exhibit 1
Initial Content to be Integrated into the Embarq Portal(s)**

	<u>Category</u>	<u>Description</u>	<u>Provider</u>	<u>Refresh Rate</u>	<u>Rev. Share</u>
	Directories				
	Yellow & White Pages	Online search functionality	[*]	Realtime	
	Maps	Maps & Directions	[*]	Realtime	
	Restaurant Search	Search tool	[*]	Realtime	
(ii)	Search Services	Web search	[*]	Realtime	See "Advertising Addendum"
(iii)	Horoscopes	Online horoscopes	[*]	Daily	
(v)	[*] Headline News service:	Text, pictures, videos, <i>and audio</i> ,	[*]	between every	
	<input type="checkbox"/> National News	[*] - English & Spanish language.		20 minutes and	
	<input type="checkbox"/> World News	When a User clicks on a news story		1.5 hours	
	<input type="checkbox"/> Sports News	or video the User will remain			
	<input type="checkbox"/> Entertainment News	within the portal. [*] video content			
	<input type="checkbox"/> Health News	will generally be delivered at an			
	<input type="checkbox"/> Business and	encoding rate of at least 300kbs.			
	Finance News	Sports sub categories:			
	<input type="checkbox"/> Science & Technology				

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	Category	Description	Provider	Refresh Rate	Rev Share
		Baseball, Basketball, Hockey, Golf, Auto Racing, Football, Soccer, Boxing and Tennis			
		Business & Finance sub categories: Market snapshot, Market movers (top gainers/losers) Most active portfolio tracking & personal finance stories from [*]			
		Business & Finance sub categories: Market snapshot, Market movers (top gainers/losers) Most active portfolio tracking & personal finance stories from [*]			
		Entertainment sub categories: Box office snapshots, Top movies, entertainment news and gossip from [*] updated daily			
	Photo	<p>[*]</p> <p>[*] - store, share and develop digital pictures plus subscribers will receive 15 free prints and two free rolls developed. Embarq will receive a one-time bounty of [*] for each sub that selects the free offer or subscribes to additional service from [*] .</p>	[*]	N/A	
(vii)	Local	Local news, events, lottery results, restaurants & entertainment and shopping based on Zip code - Local news from News papers across North America,	[*]	Realtime- News/Gas Prices Daily -Events/ Lottery	[*]

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	<u>Category</u>	<u>Description</u>	<u>Provider</u>	<u>Refresh Rate</u>	<u>Rev. Share</u>
(viii)	Music news.	News & Top ten ranking	[*]	weekly hourly	
(ix)	Searchable TV listings	by Zip Code	[*]	Daily	
(x)	Local Movie Listings.	by Zip Code	[*]	Daily	
				Daily	
	Video trailers		[*]	weekly	
(xi)	Financial Markets & Stock Quotes	Major indexes (Dow, Nas * S&P) and individual equities and Funds	[*]	20 minutes	
(xiii)	Games Channel	Aggregation of games related content	[*]	weekly	
(xiv)	Spanish content	News in Spanish (selectable by User)	[*]	20 minutes	
(XV)	Downloadable Toolbar (branded to Embarq)	Toolbar which attaches to web browsers and provides quick access to search and other customizable features	Synacor	customized & changeable by User	
(xvi)	Household Management	Account management, restricting access, spending limits & bill presentment features	Synacor	N/A	
(xvii)	Quick links	Application which allows Users to setup links & store username & passwords for easy access	Synacor	N/A	

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Exhibit 2

Vendors Integrated

**The vendors listed below represents the snapshot of the Parties content relationships.
This list will change as vendors are both added and deleted from time to time.**

Synacor Content Relationships

Family Premium Services

[*]

Educational Services

[*]

Movie Service

[*]

Music Services

[*]

Premium Game Services

[*]

Premium Sports

[*]

Utility Services

[*]

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News/ Information

[*]

[*] Services

[*]

Embarq Content Relationships

[*]

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Exhibit 3 Premium Bundles

Premium Products: Synacor shall collaborate with Embarq to design premium content bundles that address consumer interests and meet Embarq's marketing and budgetary objectives. To this end, Premium Products can be marketed as a la carte consumer offerings and/or product bundles can be configured and selectively embedded in various DSL tiered offerings to enhance their perceived value and consumer appeal.

- a. **Premium Bundles.** The following Premium Bundles are examples of the products available to Embarq for distribution to Users. Synacor will work with Embarq, prior the Commercial Launch and throughout the Term of this Agreement, to design Premium Content Bundles that meet Embarq business objectives:
- (i) **Family Bundle.** The Family Bundle shall include all of the following:
- **Encyclopedia Britannica** —Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips
 - **Shockwave Gameblast** —100 popular premium online and downloadable games
 - **American Greetings** —Print and Send Greeting cards and access to member's only online greeting cards
 - **Clever Island** —Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning, logic, and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful, and fun
 - **Fox Sports** —Video clips and highlights from all the professional leagues, NASCAR and college athletics as well as the "Best Damn Sports Show Period."
 - **Weather.com** —Local, regional and national video weather reports and special feature categories. (Subject to approval by Weather.com.)
 - **Major League Baseball** —Access to GameDay Audio (listen to every game played that day), Condensed Video Games, Post Game Highlights, MLB Custom Cuts and MLB Radio.
- Cost to Embarq per DSL Subscriber: [*]**
- (ii) **Educations Bundle** The Education Bundle shall include the following:
- **Encyclopedia Britannica** —Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips

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- ***Clever Island*** —Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning, logic and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful and fun
- ***I Know That*** —allows children from ages 2 to 12 to discover the magic and power of lifelong learning skills. All activities are highly interactive, and use state of the art web multimedia including heavy animation, sound, and digitized children's voices.
- ***Nutshell Math Essential*** -
 - Hundreds of math topics explained in Multimedia Listen & View™ format.
 - Hear the teacher's voice. See the teacher's handwriting.
 - Quizzes with detailed answers to help students prepare for tests and track their improvements.
 - Available for Middle School Math / Pre-Algebra, Algebra 1, Algebra 2, and Geometry
- ***Boston Test prep*** -online SAT prep Course makes the preparation process easy and quick.
 - Practice with over 2500 SAT style questions
 - Evaluate strengths and weakness immediately
 - Study with more than 30 audio/video lessons

Cost to Embarq per DSL Subscriber: [*]

(iii) **Games Bundle** The Games Bundle shall include the following:

- ***IGN Insider***
 - ***Lego PC Games***
 - ***Atari Classics Games***
 - ***Sega Classic Games***
 - ***Yummy Games*** —popular parlor games, PC Games and on-line games.
 - Portable Gaming Magazine (Empyrean)
- Cost to Embarq per DSL Subscriber: [*]**

(iv) **Subscription Music Services:**

i. **Embarq Music2Go**

- ***MusicNet*** —Unlimited song download service which includes unlimited song downloads to WMP 10 supported portable devices and personal computers from over 2,000,000 tracks; as well as commercial free radio and video. Subscribers can also purchase tracks.
- Cost to Embarq: [*]**

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ii. Embarq Music (non portable):

- *MusicNet* —Unlimited song download service which includes unlimited song downloads to WMP 10 supported personal computers from over 2,000,000 tracks; as well as commercial free radio and video. Subscribers can also purchase tracks
- *Sync Magazine* — From Zinio (Synacor may include additional Magazines)

Cost to Embarq: [*]

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Exhibit 4

PREMIUM SERVICES & CONTENT DISTRIBUTION ADDENDUM TO SYNACOR MASTER SERVICE AGREEMENT AND CONTRACT ORDER

If any provision of this Addendum conflicts with a provision of the Master Services Agreement or the Contract Order, the provision of the Master Services Agreement or Contract Order, as applicable, shall control. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Master Services Agreement or the Contract Order.

1. **Premium Content.** The content to be distributed hereunder may be obtained by Synacor (the “Synacor Content”) and/or by Embarq (the “Embarq Content”). The Synacor Content and the Embarq Content are hereinafter referred to collectively as the “Content”. Distribution rights to the Synacor Content will be obtained by Synacor from third party content providers (each individually a “Synacor Provider” and collectively, the “Synacor Providers”) for the non-exclusive distribution by third parties including, but not limited to, Embarq. The Embarq Content will be owned by Embarq or licensed by Embarq from third party Content providers (each individually an “Embarq Provider” and collectively, the “Embarq Providers”). The Embarq Providers and the Synacor Providers are hereinafter referred to collectively as the “Providers”.
2. **Users, Registration Pages.** It is intended that the Content will be accessed by Users through the System described in Section 3 below. Synacor may require the use of user interfaces or other identification verification methods in order for the Users to access the Content. As may be determined by the parties and subject to revision during the Term as the parties may determine, System web pages and/or Content will be hosted and served by Synacor or Embarq, subject to the approval of Synacor.
3. **Content Hosting and Delivery System.** Synacor will maintain a User registration and login system that is integrated with its content provisioning solution (the “System”) which will be used to control User access to the Content and to manage the updating and delivery of the Content to the User. Depending upon the System implementation for Embarq, as such may be revised during the Term by consent of the parties, hosting and serving of Content may be provided by Embarq, Embarq Providers, Synacor and/or by Synacor Providers. To the extent that Synacor Provider’s or Embarq Provider’s systems are used to host or serve Content, the service levels and availability of such systems for Users will be no lower than the service levels and the availability of such systems to other content distributors or consumers. With Embarq’s prior written consent, Synacor can: (i) offer new Content which it has obtained for distribution; (ii) create and modify bundles of Content to be made available to Users; (iii) edit or modify the editorial content and design of the web pages with which the consumer interacts in order to access the Content; and (iv) remove any or all of the Content from availability to Embarq’s Users. Synacor shall take all commercially reasonable steps necessary to implement any such Embarq decisions as soon as is reasonably practicable; provided, however, that where Embarq requests that any specified piece of Content be removed from the System, Synacor shall remove such title or titles from the System as expeditiously as possible, and in all events within seventy-two (72) hours after receipt of notice from Embarq.
4. **Subscriber Billing.** User billing will be the sole responsibility of Embarq, except any transactions that Embarq directs Synacor to offer via credit card billing.
5. **Terms of Use.** In order to complete his or her registration as a subscriber, each User will be required to electronically accept the Terms of Use (“TOU”) as mutually agreed by Synacor and Embarq.. Prior to acceptance of the TOU, Synacor shall present each User with the opportunity to review and agree to the TOU. Synacor shall not amend, modify or otherwise change the TOU without the consent of Embarq, which will not be unreasonably withheld or delayed, provided, however, that the terms of the TOU may be amended, modified or otherwise changed by Synacor as necessary to comply with the requirements of any Synacor Provider or applicable law.
6. **Licenses.**

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(a) Subject to the provisions of the Master Services Agreement, the Contract Order, this Addendum and all other amendments, addendums, schedules and/or exhibits to the Master Services Agreement (hereinafter referred to collectively as the “Agreement”), Synacor grants to Embarq during the Term, a limited, non-exclusive, non-transferable, right and license to: (i) transmit and distribute individual copies of the Synacor Content, solely for purposes of distributing the Synacor Content to Users located in the United States who are subscribers to Embarq’s internet services; and (ii) use and utilize such Synacor and Synacor Provider trademarks, logos and other works which are protected by intellectual property rights laws (the “Synacor Properties”) in connection with the distribution of Content to Users pursuant to this Agreement. Embarq expressly agrees that it shall not, and shall not permit any third party to, duplicate, copy, modify, amend, add to, delete from or otherwise make any change whatsoever in the Synacor Content or otherwise violate any intellectual property rights in the Synacor Content including but not limited to copyrights of third parties therein.

(b) Subject to the provisions of the Agreement, Embarq grants to Synacor during the Term, a limited, non-exclusive, non-transferable, royalty-free right and license to: (i) transmit and distribute individual copies of the Embarq Content, solely for purposes of distributing the Embarq Content to Users located in the United States who are subscribers to Embarq’s internet services; and (ii) use and utilize such Embarq and Embarq Provider trademarks, logos and other works which are protected by intellectual property rights laws (the “Embarq Properties”) in connection with the distribution of Content to Users pursuant to this Agreement. Synacor expressly agrees that it shall not, and shall not permit any third party to, duplicate, copy, modify, amend, add to, delete from or otherwise make any change whatsoever in the Embarq Content or otherwise violate any intellectual property rights in the Embarq Content including but not limited to copyrights of third parties therein.

(c) As to individual pieces of Content, the rights and licenses to use such Content as granted herein shall expire upon the expiration or earlier termination of the agreement pursuant to which distribution rights and license to such Content were obtained. Either party (the “Terminating Party”) shall have the right to terminate this Agreement immediately as to any particular Content upon notice to the other party: (i) if the Terminating Party reasonably believes the distribution of such Content exposes it to potential legal liability; or (ii) in the event a Synacor Provider or Embarq Provider ceases to operate a site, produce or distribute such Content.

7. Proprietary Rights.

(a) Subject to the rights and licenses granted in the Agreement, Synacor (and its licensors including but not limited to the Synacor Providers) retains all rights, title and interest in and to all copyrights, trademarks, trade names, logos, patents and other intellectual and proprietary rights in and to the Synacor Content. No title to or ownership of any Synacor Content and/or any part thereof is hereby transferred to Embarq or any third party. As between Embarq and Synacor, Embarq agrees that Synacor is the sole owner of the System and all technology, software and other intellectual property used by Synacor in connection with the performance of this Agreement and that Embarq shall make no claims thereto. Embarq shall comply with all reasonable requests of Synacor to protect the proprietary rights of Synacor and its licensors.

(b) Subject to the rights and licenses granted in the Agreement, Embarq (and its licensors including but not limited to the Embarq Providers) retains all rights, title and interest in and to all copyrights, trademarks, trade names, logos, patents and other intellectual and proprietary rights in and to the Embarq Content. No title to or ownership of any Embarq Content and/or any part thereof is hereby transferred to Synacor or any third party. Synacor shall comply with all reasonable requests of Embarq to protect the proprietary rights of Embarq and its licensors.

(c) All licenses, rights, title, interest and intellectual property rights of any kind in and to the Content are entirely owned by and reserved to the applicable Provider and may be used by the Provider in such manner as the Provider may choose. Without limiting the foregoing, each party hereby assigns to the applicable Provider all right, title and interest in the Content provided by the Provider, together with the goodwill attaching thereto, that may inure to such party in connection with this Agreement or from such party’s use of the Content hereunder. Each party agrees to execute and deliver to the other party, as requested, any documents required to register it as a registered user of any Content provided by the other Party and to follow any instructions of the other party providing the Content as to the use of any Content. Each party agrees that it will not and will not assist any third party to register or attempt to register any trademark, trade name or other intellectual property right related to any Content or any derivation or adaptation thereof or any work, symbol, design or mark which is so similar thereto as to suggest a relationship with any Provider or affiliate of a Provider. Each party agrees that it will not, nor will it assist any third party to, challenge the validity or ownership of any patent, copyright, trademark, or other

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intellectual property registration of any Content. If a party breaches any provision of this section, such party agrees that it will, at its expense, immediately terminate the unauthorized activity and promptly execute and deliver to the party that provided the Content, as requested, such assignments and other documents as required to transfer to the Provider all rights to the registrations, patents or applications involved.

8. Content Provider Requirements.

(a) Embarq agrees to utilize the User interfaces or other identification verification methods of the System, as described in Section 3 of this Addendum, without modification, including but not limited to framing or co-branding, unless Embarq has obtained the prior written consent of Synacor to do otherwise.

(b) Embarq acknowledges and agrees that the look, feel, size and placement of any Synacor Content on the User access web pages (and any change or modification thereof), as described in Section 2 of this Addendum, is subject to Synacor's approval, which may include terms, conditions and restrictions on the use of such Synacor Content or which may be withdrawn at any time.

(c) Consumer access to the Content will be included as part of a premium Embarq Internet service package which may be offered as part of a premium tier of Internet service or at an additional charge payable by the User. Embarq will not, at any time, permit access to the Synacor Content by any person via the general Internet or other access method other than through Synacor's System.

(d) Neither Synacor nor a Synacor Provider shall have any liability in the event a Synacor Provider exercises its rights to terminate the rights and licenses to use Synacor Content as provided in Section 6(c) of this Addendum.

(e) Embarq agrees that Synacor has the right to withdraw all Content upon termination of the Agreement without liability after any applicable Transition Period and, after such Transition Period, to provide for the seamless migration of any Users or subscribers to Synacor Content to the Synacor Provider.

(f) Without the consent of the other Party, neither Party will: (i) send any interstitials, pop-up windows, or other messages or files to the User during the time in which any the other Party's Content is displayed, or (ii) sell any advertising in, on, or related to the other Party's Content, including but not limited to banners, buttons, links, streaming audio or streaming video advertisements. Neither Party may use the name, logo or any of the proprietary marks of the other Party's content Providers in any sales, advertising or marketing materials without the written consent of the Party providing the content.

(g) To the extent a Provider has been given third party beneficiary rights in an Agreement with Synacor, such Provider is deemed a third party beneficiary to the Agreement solely for purposes of enforcement of the provisions of this Agreement relating to such Provider's Content and that any such Provider may, in its sole discretion, take any and all action, including but not limited to commencing any legal action, to enforce its rights pursuant to this Agreement. Each such Provider may audit the books and records of the parties solely relating to such Provider's Content, upon reasonable notice and at such Provider's expense, not more frequently than quarterly during the term of the Agreement and for a period of two years thereafter and to take extracts from and/or make copies of such records.

9. Synacor Fees. The fees payable by Embarq to Synacor in connection with the provisions of this Addendum are set forth in Exhibit 5 to the Contract Order.

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Exhibit 5

Service Level Definition (SLD) TABLE OF CONTENTS

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1. Purpose

The purpose of this Service Level Definition (SLD) is to describe an arrangement between the Company and F-Secure on delivering technical services, at specific levels of support at an agreed-upon cost.

2. Scope of the Services

The following services are provided by F-Secure to the Company in accordance with Security as a Service™ delivery. All services and related material are provided in English language unless specifically otherwise stated or agreed.

2.1 End User Software Maintenance

Maintenance of End User Software of the Service consists of generic and necessary maintenance minor Upgrades, Updates, troubleshooting, research, development and expenses related to the process. Company is at all times entitled to request that the most updated End User Software is made available to End User.

2.2 Service Hosting Maintenance

Maintenance of the Service hosting environment: This consists of infrastructure establishment, administration, system upgrades, updates, configuration and hosting of services. Preventative maintenance shall be performed as necessary within the limits of Service Availability definitions, described in Section 6.9 of this SLD.

2.3 Service Monitoring

This consists of monitoring the Service according to the rules defined in this SLD document. F-Secure will inform the Company on all unexpected changes to service levels. In case F-Secure notices anything critical, it will inform the Company about possible effects to the Service. F-Secure reports on all other recognized issues through regular reporting.

2.4 Guaranteed Service Availability

This consists of providing the availability of the Service according to the rules defined in this SLD document. If F-Secure is unable to maintain the Service Availability at guaranteed level, F-Secure shall compensate the Service Unavailability to the Company according to the Service Unavailability Compensation table in Section 6.11.

2.5 Service Support

Service support for the Company with target response times, following any support request submitted via F-Secure approved official communication channel, is handled within the limits of

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Support Availability and Support Response Time definitions defined in Sections 6.6—6.8 of this SLD document.

2.6 Service After Hours Support

All requests for support for non-business hours shall be deemed to be After-Hours Support. F-Secure will provide After-Hours Support included in the Service to the Company, for the severity A- and B- Level incidents as defined in Sections 6.6—6.8 of this SLD document.

2.7 Service Training

Training shall be provided in connection of each change of prime Service version number. Training will be conducted in a maximum of two (2) training sessions / Service prime version number. Key operators and selected personnel shall be trained. Retraining (classified as additional training) shall be provided as needed. Training shall include End User Software functionality and usage, special features, and support request generation. F-Secure training department requires a minimum of 3 weeks notice from the Company prior to any training dates. All reasonable requests for training will be provided at no additional cost to Embarq.

2.8 Service Documentation

Generic documentation of the Service will be provided for the Company. This Documentation includes Frequently Asked Questions (FAQ), user instructions, customer service guide and other instructions related to End User Software.

2.9 Service Change Management Reporting

New or changed processes, practices, or policies that affect the Company and that have an impact on the Service shall be presented to the Company to understand, learn, and follow.

2.10 Optional Services

Except as otherwise provide in this Contract Order, additional services not set out herein shall be subject to a separate fee and Parties' separate mutual agreement.

3. Changes to SLD

This SLD will evolve over time, with additional knowledge of the Service requirements, as well as the introduction of new services into the support portfolio provided by F-Secure Corporation.

At Company's option there will be an opportunity on a quarterly Quality Meeting basis to review and suggest changes to this SLD subject to mutual agreement and understanding.

In the event F-Secure Corporation changes the SLD, F-Secure Corporation will notify Embarq sixty days prior to implementation of such changes.

4. Processes and Procedures Related to This SLD

Call Management Process

F-Secure's problem-ticket system will be used by all support team levels (where approval and technical access has been granted and is available) to record and track all problem reports, inquiries, or other types of requests received by support. This provides F-Secure with the ability to provide metrics with regard to this SLD.

5. Metrics

Metrics Reporting

Regular reporting will be provided by F-Secure to the Company on available metrics as related to Service performance. These reports are produced by F-Secure's Service monitoring and problem-ticket systems on Service Availability and Service Support Response times, which will in detail measure F-Secure's management performance against SLD targets and Service management process.

F-Secure shall present reporting monthly on standard Quality Meetings between F-Secure and the Company, unless otherwise mutually agreed. Tools for monitoring the status of the Service and viewing the reports are made available to the Company via F-Secure Service Provider PartnerWEB.

F-Secure/Synacor will also provide monthly reporting on application downloads, activations and utilization.

6. Support and Service Availability

6.1 Service Request

For the purposes of this SLD, a *Service Request* is defined as a request for support to existing End User Software or a request for support that involves information of the Service.

6.2 Problem Escalation

For the purposes of this SLD, a *Problem Escalation* is defined as a request to fix a problem in existing End User Software or report a problem in the functionality of the Service.

6.3 First Level Support

The Company shall be responsible for providing Level-1 support for the Service to End Users. This consists of i) handling and responding to questions regarding technical support, ii) order processing, iii) use of the End User Software and iv) accepting and responding to problem calls from End Users relating to the Service.

End Users are not allowed to contact F-Secure's support resources directly to report a problem.

6.4 Levels of Support

F-Secure will provide Level-2 and Level-3 support for the Service to the Company: This consists of accepting and responding to Service Requests and Problem Escalations from authorized representatives of the Company with regard to problems reported by End Users or Company personnel that cannot be resolved by the Company and resolving reported problems as set forth in this SLD. All problem escalation and requests must be logged through the designated F-Secure help desks and in accordance to mutually agreed processes.

This is support provided by the appropriate F-Secure help desk Level-2 support when it receives the request from the Company. This represents generalist professional support. If this level of support cannot resolve the request, it is passed to F-Secure's Level-3 support, which represents advanced support specialists.

6.5 Support Responsibilities

F-Secure will provide the necessary and mutually agreed requested documentation, information, and knowledge capital to the Company prior to the start of support of End User Software.

F-Secure will use its own appropriate help desk to provide Level-2 support, including creating problem tickets and work orders and assigning responsibility to the appropriate Level-3 F-Secure resources.

F-Secure will use its own appropriate internal group to provide Level-3 server, network, and infrastructure support services.

Once a support request has been submitted, F-Secure will make itself available to work with the Company support resource assigned to the support request and will attempt to resolve the problem on first instance of the support request.

The Company will log all information from F-Secure required to establish contact, document the nature of the problem and provide all information required to open a support request, including End User Software diagnostics.

6.6 Support Availability

F-Secure will receive and process support requests submitted via separately designated official communication channels on the time zone of F-Secure's office (as set out on Section 1 of F-Secure's Delivery Agreement with Synacor) as set forth in the table below:

Help Desks	Hours
Standard Coverage	8:00 a.m. to 6:00 p.m. PT during normal business days
After-Hours Coverage	All other times

6.7 Support Response Time

The calculation of response time begins when the support request is logged in F-Secure problem-ticketing system and ends when the technical support personnel submit the first human response to the Company.

F-Secure will respond to submitted support requests as set forth in the table below:

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Severity	Target Response Time	Roles and Responsibilities
A- Level	Target time for the first response is within one (1) hour	<ul style="list-style-type: none">• Incident must be reported via telephone by the Company representative who is authorized to make Problem Escalations• F-Secure is working on the incident full time 24h/7d• The Company's required personnel is present and reachable 24h/7d• In the first response the reporting intervals of problem solving, with the schedules for incident handling, will be agreed upon together with the Company.
B- Level	Target time for the first response is within twelve (12) hours	<ul style="list-style-type: none">• Incident must be reported via telephone by the Company representative who is authorized to make Problem Escalations• F-Secure is working fulltime on the incident during local business hours• The Company's required personnel is reachable during local business hours (8:00 a.m.-6:00 p.m.)• In the first response the reporting intervals of problem solving, with the schedules for incident handling, will be agreed upon together with the Company.
M- Level	Target time for the first response is within two (2) consecutive business days	<ul style="list-style-type: none">• Incident must be reported using F-Secure approved official communication channel as agreed with the Company.

6.8 Support Request Severity Definitions

F-Secure and the Company can jointly use their reasonable discretion to classify together a reported problem into a different severity category during or after Service Request or Problem Escalation, if needed.

A- Level:

Critical problem of immediate urgency that has direct and significant impact on minimum of [] of the Company's End Users using the Service.*

- Event that significantly disrupts or threatens to disrupt the Service.
- Event that significantly affects the availability of the Service.
- Consistent or repeating degradation of performance that impairs the Service.
- No workaround or resolution for the problem is available at the time.

B-Level:

Urgent problem that has an impact on several of the Company's End Users using the Service.

- Event that disables certain functions of the Service.
- Event that affects significant amount of End Users using the Service.
- No workaround or resolution for the problem is available at the time.

Monitor- Level (M- Level):

General problems that are incidents or events and do not have a significant impact on the Service or End Users using the Service.

- End User Software or Service malfunction or error occurring on End User environment.
- Enhancement request for End User Software or Service.
- Requests for general information of the Service.

**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

6.9 Service Availability

F-Secure guaranteed availability of the Service hosting environment is [*] in one (1) Service Period as determined by the following formula:

$$Uptime = (Total\ Time^1 - Down\ Time^2) / Total\ Time \times 100\%$$

- The Service Period is one (1) calendar month.
- Total Time is the total count of the minutes of the Service Period.
- Down Time is the total count of minutes of the period when the Service is unavailable.
- Following Service break events are not to be calculated as Down Time or Service Unavailability: Standard Service Window used or partly used, Inevitable Service Breaks, everyday scheduled system backups, maintenance breaks that are shorter than 5 minutes and occur maximum seven (7) times per week, breaks that are due to problems in the Internet and/or breaks due to force majeure events, cf. annex 6 Clause 20.
- Standard Service Window is the first Tuesday of the month starting from 23.00 and ending 06.00 (CET +1). Standard Service Windows are used only when necessary and on each service window End Users are not necessarily affected nor full time period of the service window used. F-Secure will inform the Company five (5) business days before in F-Secure Service Provider PartnerWEB about the Standard Service Window.
- Occasionally F-Secure has to perform service breaks in other than Standard Service Window periods. This is required to rectify a fault or deploy critical patches from 3rd party hardware or software manufacturers in order to maintain current service levels of the Service. These breaks are called as Inevitable Service Breaks and they can also occur outside Standard Service Windows and last all together maximum of two (2) hours during the Service Period.

¹ **Total Time** = Available total time in minutes. Service period of the total elapsed time, within a full calendar month, consisting of 24 hours per day, 60 minutes per hour.

² **Down Time** = Down time in minutes. Down Time shall commence upon the Service unavailability automatically detected by F-Secure Service monitoring systems or by a Problem Escalation of the Company to F-Secure's support of a fault condition which prevents full or partly utilization of the Service and shall end when the Service is again available to the Company's and the fault ticket has been logged as complete and reported to the Company by the servicing technician.

6.10 Service Unavailability

If the Availability of the Service does not meet the targets set in this SLD during the Service Period, F-Secure will compensate the unavailability to the Company, in form of a rebate on the monthly Service price in the following periodical Service invoice as set below:

- The measurement period for the compensation is one (1) calendar month. Measurements apply from the first full month following the implementation date.
- Service compensation requests must be issued as Service quality reclamation notice in writing within two (2) months following the affected measurement period.
- F-Secure measurements, tests, logs and reports shall be the basis for calculating the actual Service availability as further defined in this SLD. Company shall however have the right to make its own measurements of the Service availability. The test arrangements will be gone through in standard Quality Meetings, if necessary. If any differences are found, a workgroup will be set up and the reasons for the differences will be verified.
- If the Company requests additional tests, and the tests show that the Service availability meets the targets, F-Secure has the right to charge the costs of the tests from the Company.
- F-Secure will not give any guarantees concerning the availability of the Service for the End User due to the uncertainties of the intermediate network and/or the nonconformities of the End User environment.
- F-Secure will not compensate any Service degradation if it has not been able to meet the targets set on this SLD due to activities of the Company or not being directly responsible of the degradation.

6.11 Service Unavailability compensation

The following compensations are used in case of the Unavailability of the Service hosting environment or part of the Service:

[*]

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**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

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Exhibit 6

Annex to F-Secure Service Delivery Agreement; Special Terms for F-Secure Online Scanner.

1. PARTIES AND EFFECTIVE DATE

This annex of the Agreement constitutes a valid part of the Agreement between the Parties specified in the first page of the Delivery Agreement. The terms and conditions set out herein shall apply only to the product application designated in section 2 hereunder.

2. OBJECT OF THE ANNEX

The following product application shall be the object of this annex (hereinafter referred as “Tool”)

- F-Secure Online Scanner

3. GRANT OF RIGHTS

Subject to the terms of the Agreement and this annex, F-Secure hereby grants to the Company under all applicable intellectual property rights a non-exclusive, non-transferable, time-limited, royalty-free license to Tool to;

- i) customize/modify the Tool strictly in accordance with, and only to the extent set out in, official ‘F-Secure Online Scanner Customization Guide’ provided to the Company
- ii) copy and make available the Tool to end users via Internet (either from Company’s server or via web link from F-Secure server), and
- iii) grant sublicenses to end users in its own name and account. Any use of the Tool by an end user shall be made subject to prior acceptance of the manufacturer’s end user license terms embedded to the Tool.

F-Secure reserves all rights not expressly granted to the Company or the end user of the Tool.

4. LIMITATION OF LICENSE

Except for separately agreed CD-Rom distribution, if any, the Tool may only be made accessible to end user via such functionality in Company Internet page and Company shall not deliver the Tool code in a form directly accessible to end users. Company is allowed to use the Tool only for promotional and marketing purposes and is specifically forbidden to do the following (and as further defined in F-Secure Online Scanner Customization Guide):

- offer the Tool as an additional or billable service,
- require registration of an end user prior to use of Tool,
- bundle Tool with other software or services,
- not to distribute the installation package of Tool.

5. SUPPORT AND MAINTENANCE

Company shall be responsible for providing end user support to end users using the Tool and obtaining necessary skills and resources thereto (‘first level support’). F-Secure shall provide second level support to the Company according to its general practices similar to then current “F-Secure Standard Support” in relation to any technical problems relating to the Tool. F-Secure may, but is under no obligation to, update, correct defects and/or further develop the Tool according to its sole discretion. F-Secure shall make available to the Company any Updates and Upgrades to the Tool.

6. DISCLAIMER OF WARRANTY

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In addition to the terms disclaiming warranty, set out in set out in F-Secure *Security As A Service* general terms, section 14; F-Secure does not warrant that the Tool or any portion thereof is error-free. The Tool is not designed to offer continuous protection. This disclaimer of warranty constitutes an essential part of the license granted hereunder.

7. TERMINATION

This annex is co-terminus with the Agreement. In addition to the termination provisions of the Agreement, either Party may elect to terminate this annex upon thirty (30) days written notice to the other Party. Upon termination of this annex, any license granted in accordance to this annex shall immediately terminate and the Company agrees to destroy all copies of the Tool and cease using any off the rights granted to it under this annex.

8. LIMITATION OF LIABILITY

In addition to the terms on liability set out in set out in F-Secure *Security As A Service* general terms, section 15; under no circumstances and under no legal theory, contract, or otherwise, shall F-Secure or its supplier or resellers be liable to the Company or any other person for any direct, indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses even if F-Secure and/or its suppliers have been informed of the possibility of such damages, or for any claim by any other party.

9. OTHER TERMS

Except to the extend otherwise stipulated in this annex, the terms and conditions set out under clauses 1, 4-7, 9, 12.1, 14-25 set out in F-Secure *Security As A Service* general terms annexed to the Agreement also govern this annex and license granted herein as if 'the references to Service'/'End User Software' would pertain to 'Tool', as applicable. Terms or clauses of the Agreement other than the above do not pertain to this annex.

F-Secure Security as a Service Delivery Agreement 05/2005 © F-Secure 2005

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Exhibit 7

F-SECURE ® LICENSE TERMS

IMPORTANT — BEFORE INSTALLING OR USING THE SOFTWARE, CAREFULLY READ THE FOLLOWING LEGAL TERMS (“TERMS”) FOR THE LICENSE OF F-SECURE SOFTWARE. BY SELECTING THE ACCEPTING OPTION BELOW, OR BY INSTALLING, COPYING OR USING THE ACCOMPANYING SOFTWARE YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AGREE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS, SELECT THE REJECTING OPTION AND DO NOT INSTALL, USE OR COPY THE SOFTWARE.

These Terms cover any and all F-Secure programs licensed by you, including related documentation and any update and upgrade of the programs delivered to you under the purchased license or any related service agreement as defined in the documentation and any copy of these items (together the “Software”).

COMMERCIAL LICENSE

Subject to the payment of the applicable license fees and subject to the following terms and conditions, you have been granted a non-exclusive, non-transferable right to use the specified Software. F-Secure reserves any and all rights not expressly granted to you.

You may:

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1. If the Software is shipped or otherwise distributed to you from the United States of America: You acknowledge that the Software and the maintenance and support services including without limitation technical services and technical data (e.g., manuals, blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications and instructions written or recorded) and any other such technical services and

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In all cases, F-Secure will not be liable for the illegal export and/or use of its cryptographic software by you.

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HIGH RISK ACTIVITIES

The Software is not fault-tolerant unless expressly stated in product documentation and is not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). F-Secure and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

GRANT TO USE

You agree and acknowledge that the Software may send information related to the use of the Software by you and the findings of such use to F-Secure via Internet in obfuscated/encrypted form. You grant F-Secure the right to use and display statistical security information, other security related content or material in a non-personally identifiable form and license/device information submitted by the Software, or by you through the Software, to F-Secure for customer registry, security research and solution development purposes.

GENERAL

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The license will terminate immediately without notice if you are in breach of any of its terms and conditions. You shall not be entitled to a refund from F-Secure or any of its resellers as a result of termination. The terms and conditions concerning confidentiality and restrictions on use shall continue in force even after any termination.

F-Secure may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Software distributed with the revised terms. If any part of these Terms is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable according to its terms. In case of controversy or inconsistency between translations of these Terms to other languages, the English version issued by F-Secure shall prevail.

These Terms shall be governed under the Laws of Finland without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sales of Goods. The courts of Finland shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms. Notwithstanding the foregoing, in the case of purchases made within or on behalf of licensees residing within or operating under the laws of the United States the governing law of these Terms shall be the laws of the State of California without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sales of Goods. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these License Terms shall be of the federal and state courts of California.

If you have any questions concerning these Terms, or you would like to contact F-Secure for any other reason, please write: F-Secure Corporation, [*]

August 2006, F-Secure Corporation

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Exhibit 8 SERVICE LEVEL AGREEMENT

I. General

Synacor shall provide the agreed to service levels seven (7) days a week, twenty-four (24) hours a day, consisting of monitoring, notification, repair of service outages and maintenance, as set forth in this SLA.

It is expected that the evaluation of Synacor's performance against this SLA will be evaluated on a monthly basis beginning ninety (90) days from the date of activation of this SLA.

This agreement excludes events resulting from failures of Content Providers' hosting and/or delivery systems, acts of God, war, acts by civil or military authorities, energy shortages, or other causes beyond Synacor's control, whether or not similar to the foregoing.

Embarq should direct all requests for support to Synacor's Technical Support Group. To reach Synacor's Technical Support by phone dial 1-866-5358286 or by e-mail at tss@synacor.com

II. Monitoring

In an effort to detect potential problems before they impact the availability and performance of the system or services, Synacor monitors the status of the systems using both automated and manual tools employed in its 24 by 7 network operations center (NOC). [*]

This monitoring includes but is not limited to:

System availability, Service availability, System load and performance, Network availability and performance, System Usage

III. System Availability

A. "System Availability" means that the Synacor Services and any software application running on the servers that support Embarq are fully functional with [*] average uptime, as measured continuously on a calendar month basis. For these purposes, fully functional means that the environment and links are continuously operable, available and responsive to Embarq User without delay or malfunction. System Availability excludes: (i) downtime attributable to Scheduled Maintenance (as defined herein); (ii) the inability of Users to access Content as a result of such Users' Internet/network connection; (iii) impediments affecting the path (route) traveled in accessing Synacor's systems except for those facilities owned, operated or maintained by Synacor or by a third party on behalf of Synacor; and (iv) the inability of Synacor Providers and Embarq Sourced Content Providers to update or deliver Content, provided that the inability is not due, in whole or in part, to Synacor.

B. Embarq shall have the right to separately measure System Availability in order to ascertain and report System Availability deficiencies provided that such measuring does not adversely affect System availability. In the event of discrepancies between Synacor's testing results and those of Embarq, the Parties shall establish a workgroup of individuals from both Parties to ascertain the source of and reason for the discrepancy, to identify the correct measurements, resolve in good faith any issues pertaining to the testing methods, and if applicable, to determine whether a remedy is due to Embarq.

C. System Availability Credits —The System Availability credits set forth below will be applied to Embarq's account for each instance of Synacor's failure to meet the required System Availability of [*] during any calendar month during the Term of this Agreement. To the extent possible, the credits will be applied during the calendar month in which such failure occurs and shall be detailed as a separate line item on the invoice:

a. [*]

[*]

b. [*]

c. [*]

IV. Data Integrity and Retention

A. Data Integrity — Synacor employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two disks simultaneously to prevent data loss in the event of hardware failure. Synacor performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Synacor's sole discretion. Synacor shall not perform backup or restore of the data upon your request unless such backup is provided as a service under your purchase agreement. In addition, Synacor will maintain the highest level of data security and confidentiality as is commercially reasonable in this industry.

B. [*]

V. Security

Synacor's Security Department maintains the security, stability and integrity of Synacor's systems and networks as well as to ensure proper conduct by the Users.

System Intrusion — In the event of a system intrusion by a "cracker" or "hacker", the affected party(ies) will be notified and a solution will be implemented. Notification will occur upon identification of intrusion and the investigation of such identifications by Synacor'

Network Security — Synacor maintains network firewalls and intrusion detection devices to prevent unauthorized access to the network infrastructure and systems. Network attacks such as Denial-of-Service attacks are logged and notification will occur when such attacks are verified.

VI. Scheduled Maintenance Windows

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Synacor has reserved a two (2) hour window from 3:00am—5:00am EST every Monday morning for weekly maintenance, should the need for such maintenance arise. In the event that this window will be needed in a given week, Synacor will notify the Embarq no less than two business days prior to the window. If it is determined during the window that the scheduled maintenance will run over the two (2) hour window, the Embarq will be notified immediately and receive regular updates until the period is complete. During these scheduled maintenance periods, the system and services may be unavailable to Embarq and Embarq's Users. Scheduled Maintenance Windows are not counted against System Availability percentages.

VII. Emergency Maintenance Notification

In the event that emergency maintenance is required, during which time the system and services will be unavailable to Embarq and Embarq's Users. Synacor will notify Embarq during this window via email to a designated distribution list of Embarq employees. Emergency maintenance windows are counted against System Availability percentages.

VIII. Incident Management

Synacor's Embarq Support Group will be responsible for the control and management of incident calls and their assignment of priority and escalation to resources within Synacor in their sole and absolute discretion.

When analyzing a case, it is important that the client understand that the Embarq Support Group will expect the partner or the Users to aid in the analysis by providing any information and performing any actions or tasks requested by the analyst. The client who is not willing to assist the analyst must understand that the case may take longer to solve and will not be included in the measurement of this service level agreement.

The following priority allocations will apply:

Priority 1 — These cases are defined as a Synacor system condition where [*] or more of the User population is affected in their ability to access services as a result of outage across a service location, and/or the Synacor system that supports new data subscriber activations is unresponsive.

Time Frame —Response to the client and efforts to resolve the problem will occur within [*] of identification or receipt of notification

Follow-up —Provide updates to the client at appropriate intervals until problem is resolved.

Priority 2 —These cases are defined as a Synacor system condition where less than [*] of the User population is affected in their ability to access services.

Time Frame —Response to the client and efforts to resolve the problem will occur within [*] of identification or receipt of notification

Follow-up —Provide updates to the client every [*] until problem is resolved.

Priority 3 —These cases are problems other than those meeting the specifications of Priority 1 or Priority 2.

Time Frame —Response to the client within [*] hours of identification or receipt of notification

Follow-up —Provide updates to the client at appropriate intervals until problem is resolved.

Upon the identification of a system event, Synacor will make every commercially reasonable effort to correct the system or service event if the most expeditious manner possible.

IX. Customer Care Escalations

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Escalation and Tracking Process. Synacor will provide and track trouble-call escalations from Embarq's Technical Support Group. Synacor Customer Service will utilize two (2) escalation methods from Embarq:

- (a) E-mail: Embarq will e-mail Synacor its request for support: tss@synacor.com. A Synacor customer agent will respond to the question with the answer or will issue a Tracking number to each matter that is escalated (as set forth above). The Synacor customer agent will then notify the Embarq escalation group with the appropriate timeline for any escalation to be resolved.
- (b) Phone: Embarq can reach Synacor's Embarq Care group [*] by calling 1-866-535-8286. In the event that a support issue requires Priority 1 treatment, or is otherwise better addressed by a telephone call rather than e-mail, Embarq may bypass Escalation Level 1 (as defined below) support and apply Escalation Level 3 support and initiate a call directly to a Synacor support specialist. Such calls will be placed solely from the Embarq escalation group person(s) who is/are responsible for initiating Level 3 support requests. Following each such call, a Embarq escalation Level 3 support person will send an e-mail confirming all the technical details regarding the issue. Synacor will then follow the same process of tracking such issues via the e-mail Tracking system. Synacor will provide prior written notice to Embarq of any change in the telephone contact number.

The escalation process begins with the troubleshooting, diagnosis, and resolution processes. As Embarq's service team receives alerts they will be prioritized by Synacor based on the gravity and urgency of the underlying problem and assigned to a Synacor support technician in accordance with the Synacor Escalation Response Times and the Issue Severity tables set forth below.

Each time Synacor escalates an issue to the next level, Synacor shall send an email confirming escalation. The email shall go to Embarq's designated contact for the applicable Level.

Escalation Levels

Level 1—Email Technical Support Agent: Synacor Technical Support Agents available [*].

Level 2—Voice Support Specialist: If Level 1 issue is not resolved within [*] from the time the issue is reported to Level 1, then Synacor will automatically escalate to Level 2.

Level 3 Support Management: If Level 2 issue is not resolved within [*] from the time the issue is escalated to Level 2, then Synacor will automatically escalate to Level 3.

Level 4 Account Manager: If Level 3 issue not resolved within [*] from the time the issue is escalated to Level 3, then Synacor will automatically escalate to Level 4.

Level 5 Product Management: If Level 4 issue not resolved within [*] from the time the issue is escalated to Level 4, then Synacor will automatically escalate to Level 5.

Level 6 Vice President: If Level 5 issue not resolved within [*] from the time the issue is escalated to Level 5, then Synacor will automatically escalate to Level 6.

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Synacor will maintain a table with contact information for the Level 1—Level 6 contacts and will be responsible for keeping it current. The contacts and response times will be distributed to Embarq and/or provided in Embarq's administration information section located at admin.Synacor.com.

X. Reporting

Synacor will provide to Embarq, through a web-based interface, any and all User reporting that Synacor tracks following a schedule mutually agreed upon by the Parties. Furthermore, Synacor will use its best efforts to provide, through the same web-based interface, access to the following reporting tools, to the extent any of the following data points are not normally tracked by Synacor. All data points below will be differentiated between Business and Consumer Users:

SUBSCRIBER DATA

1. Number of Registered Users
2. Number of Active Users by Usage Level (Daily, Monthly, Quarterly)
3. User Cancellations

MONTHLY USAGE DATA

1. Unique Users accessing Premium Services
2. Unique Users accessing Portal
3. Hits/redirects to each Content Provider

EMAIL USAGE DATA

1. Number of Users (Primary and Secondary)
2. Storage Capacity Used
3. POP vs. Webmail
4. Anti-spam Statistics
5. Total Unread & Deleted Messages

WEB SEARCH DATA

1. Total searches
2. Top 100 URLs searched (report will be provided upon request)

ONLINE SECURITY DATA

1. Activations
2. Downloads
3. Utilization

Such reporting tools can be enhanced as mutually agreed at Synacor's standard professional services rate.

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Exhibit 9

**SEARCH REVENUE SHARING ADDENDUM
TO
SYNACOR MASTER SERVICES AGREEMENT**

1. Definition of Search Services and Selection of Search Services Provider . Synacor shall provide services that enable consumers to receive descriptions and links associated with search results from search boxes (“Search Services”) placed within the Embarq Portal(s) and other Embarq websites (the “Sites”) through its agreement with a Search Services provider (“Search Services Provider”). [*]

a. Operation of Search Services. Each time a User enters a search request in a search box (a “Search Query”) Synacor shall return to such User a set of up to ten (10) search results (each such set being referred to as a “Search Results Set”) and additional paid links (“Sponsored Links” or “AFS Ads”) as agreed to by the Parties.

b. Hosting and Control. 1. At all times during the C.O. Term Synacor shall (a) host and maintain any and all pages that comprise the Sites; (b) maintain complete technical and editorial control of the Sites; and (c) act as the intermediary for all transmissions between Search Services Provider and the Sites.

c. Context Sensitive Advertising . The Parties may agree to provide context sensitive advertising (“AdSense for Content Ads” or “AFC Ads”) within the Embarq Portal(s) or other Embarq controlled websites.

2. Disclaimers . Embarq understands and agrees that Search Services Provider shall not be liable for any damages, whether direct, indirect, incidental or consequential, arising from the Site’s access to or use of the Search Services;

3. No Warranties . Embarq understands and agrees that Search Services Provider makes no warranties, express or implied, with respect to the Search Services, including without limitation, warranties for merchantability, fitness for a particular purpose, and non-infringement;

4. Embarq Not Third Party Beneficiary . Embarq expressly acknowledges and agrees that Embarq is not a third party beneficiary under any agreement between Synacor and Search Services Provider.

5. Fees and Payment Terms.

a. AdSense for Search . Subject to the terms and conditions of this Addendum, for each month during the Services Term Embarq shall receive the Applicable Percentage (as defined below) of Net AFS Revenues attributable to such month.

b. AdSense for Content . Subject to the terms and conditions of this Addendum, for each month during the Services Term Embarq shall receive the Applicable Percentage of Net AFC Revenues attributable to such month.

c. Ad Revenues; Applicable Percentage; Applicable Deduction .

i. “Net AFS Revenues” means (i) Ad Revenues derived from clicks on AFS Ads (excluding Non-Qualifying Ads as defined below) minus (ii) the Applicable AFS Deduction.

ii. “Net AFC Revenues” means (i) Ad Revenues derived from clicks on AFC Ads (excluding Non-Qualifying Ads as defined below) minus (ii) the Applicable AFC Deduction.

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iii. “Ad Revenues” means gross ad revenues minus agency fees, referral fees, costs related to third party advertising service providers, and discounts.

iv. “Applicable Percentage” with respect to any calendar month during the Services Term shall be [*] .

Example:

Gross search revenue	[*]
Applicable AFS deduction	
Net revenue	
Embarq revenue	
Synacor /search provider share	

v. “Applicable AFS Deduction” in any calendar month during the Initial Term means [*] .

vi. [*] .

vii. Notwithstanding any of the foregoing under this Section, Synacor shall not be liable for payment in connection with (i) any amounts which result from invalid queries, or invalid impressions of (or clicks on) ads, generated by any person, bot, automated program or similar device, including, without limitation, through any fraudulent act, as reasonably determined by Synacor; and (ii) ads that advertise Search Services Provider products or services (collectively, “Non-Qualifying Ads”). The number of queries, and impressions of and clicks on ads, as reported by Search Services Provider, shall be the number used in calculating payments hereunder.

e. Payment Terms. All payments due a Party shall be made by such other Party within forty-Five (45) days after the end of each applicable quarter in which the applicable AFC Ads, AFS Ads, or Search Results Sets were displayed. All payments shall be made in full in United States Dollars.

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Exhibit 10

Embarq Advertising and Content Guidelines

The following types of Content will not be offered without written consent of Embarq:

Mature and Adult Entertainment. This type of content can generate considerable controversy, even if legal, non-pornographic, and widely available in print format, including such things as frank relationship and sex advice, and suggestive or prurient images and stories.

Violent Games and Video. The effect of violence on children is much debated, and controversy can be created if minors are allowed to access violent content without parental approval.

Gambling and Sweepstakes. Gambling is illegal in many states, and closely regulated in all states. Similarly, sweepstakes are subject to complex rules and are frequently scrutinized closely by consumer protection and law enforcement officials.

Services Targeted to the Disadvantaged. When it first became widely available, 900 pay-per-call service was used to sell a variety of goods and services that allegedly were not provided or were misrepresented. (For example, for a \$40 charge on his telephone bill, a caller received an application for a debit card instead of the promised credit card.)

Services Without Value to Customers. Examples include psychic advice and other personal services that many consumers and law enforcement agencies believe are harmful or misleading.

Illegal, Unethical, Brand-Diminishing Content. Embarq reserves the right to remove or disapprove any Content which it deems in its sole discretion as unethical or conflicting with “The Embarq Principles of Business Conduct” or which tends to attract governmental scrutiny, increased legal liability or damage to Embarq’s brand.

Competitive Services and Contractual Obligations. Embarq reserves the right to remove or disapprove any Content which it deems competitive to Embarq Services or which conflict with any existing contractual obligation Embarq may have. If Embarq invokes this content limitation, it will provide an explanation to Synacor detailing, subject to confidentiality agreements, the reason for removal or disapproval.

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Exhibit 11

[*]

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Exhibit 12 Roles and Responsibilities

Synacor

Integration and Testing

- Mutually develop integrated systems and APIs to support new account registrations, account information updates, Premium Service Offerings, account/service cancellations, and Data Technician Support Tools.
- Development necessary to integrate EMBARQ E-Commerce website functionality into Portal for both residential and business customer applications.
- Beta testing and system integration certification
- Provide Embarq with escalation contacts and protocols.

Synacor agrees to participate in the migration of User accounts, User data and mailbox data from Earthlink to Synacor. The details of the obligation have yet to be determined; however, the following efforts will be considered to be within the scope of this agreement if they are deemed necessary:

- Development of API's to allow Earthlink or Embarq to access details within Synacor's database, such as the migration status of any account
- Development of processes for communication with Embarq's systems to provide functionality such as user deactivation and

Embarq

Integration and Testing

- Mutually develop integrated systems and APIs to support new account registrations, account information updates, Premium Service offerings, account/service cancellations, and Data Technician support tools.
- Development necessary to integrate EMBARQ E-Commerce website functionality into Portal for both residential and business customer applications.
- Beta testing and system integration certification
- Provide Synacor with escalation contacts and protocols.

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Synacor

communication of migration status

- Development of processes for communication with Earthlink's systems to provide functionality such as email import, addressbook import, forward filter creation, account deactivation, account status messages, and related data transactions
- Creation of a set of pages that act as a mailbox migration wizard for customers to utilize for self-migration
- Ingestion of user/password data from batch files or another mechanism, for use in setting up accounts
- Import of mailbox data from physical devices such as removable drives or tapes
- Technical consulting with Embarq and Earthlink as needed to facilitate the definition and execution of the migration process

Embarq

• Account Provisioning, Software, and Billing

- New Account Creation (including username / password, email account, and Portal log-in capability)Email software
- Security software
- Provide Credit Card billing for mutually agreed upon Synacor Premium Services offered through the Portal.

CPE, Installation, and Billing

- Provide CPE
- Provide provisioning software, incorporating Synacor and Embarq account installation functionality
- Provide billing for CPE
- Provide billing for HSI Service
- Provide billing for mutually agreed upon Synacor Premium Services offered through the Portal

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Synacor

ISP Services :

Synacor will provide services consistent with the services it provides its other broadband service subscribers, as they may change from time to time, which currently includes:

- Email boxes, POP and Web based
- Anti-spam software
- Anti-popup software
- Anti-spyware software
- Anti-virus software
- Anti-“phishing” software
- Toolbar
- Parental Controls
- Personal firewall

-
- Customer Support
 - On-line functionality via the Portal for EMBARQ customer account ‘self-help’ such as: add/delete/change email accounts, password reset functionality, Portal tutorial, account profile updates, and other general self-help information as mutually agreed upon during Portal Design.
 - Training and documentation for EMBARQ Sales and Care Representatives.
 - Training and documentation for EMBARQ Tier 0, 1, and 2 Data Technicians providing support to EMBARQ customers related to the Portal, Email, Premium Products and Internet Security Software services.
 - On-Line Support Tools for EMBARQ Data Technicians to utilize in Tier 1 and Tier 2

Embarq

ISP Services

- Connection/authentication to the Internet
- DHCP / IP leasing

Customer Support

- Training and internal documentation for EMBARQ customer care representatives related to HSI sales, including Portal, Security, Email, and Premium/Value Added Services.
- Training and internal documentation related to Tiers 0,1, and 2 Technical Support.
- Customer inquiries related to EMBARQ billing.
- Customer service upgrades/downgrades
- Tier 0,1, and 2 Support as defined in the following Customer Technical Support Matrix.

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Synacor

Embarq

support services (see section 7.19 of this contract order).

- Tier 3 Support as defined in the following Customer Technical Support Matrix.

**Customer Technical Support Matrix
(Bonnie question—should this be a separate Exhibit?)**

Customer Care Level	EMBARQ Responsibilities	Synacor Responsibilities
<i>Tier 0</i> <ul style="list-style-type: none">• Tier 0 consists of “ecare” in the form of Frequently Asked Questions (FAQs) that are accessed via Service Subscriber’s www access• Service Subscriber must have basic connectivity to access Tier 0 services• FAQs will include contact information for Service Subscribers (phone numbers, etc.)	<i>Tier 0</i> <ul style="list-style-type: none">• Prepare FAQs that address Service Subscriber questions regarding the following:<ul style="list-style-type: none">- EMBARQ Billing Practices- General EMBARQ service questions- General Connectivity questions- General Internet questions- General Browser questions- HSI Value Added Services- EMBARQ- HSI Speed Options• Provide and update, pertinent Web addresses, CHAT links, and phone numbers for Service Subscribers to use for additional questions.	<i>Tier 0</i> <ul style="list-style-type: none">• Prepare FAQs that address Service Subscriber questions regarding the following:<ul style="list-style-type: none">- Portal Customization/Tutorial- Internet Security- Email- Search Function- Premium Services• Provide Self-Help Functionality on the Portal such as:<ul style="list-style-type: none">- Username Updates- Password Resets- Add/Delete Emailboxes- General Account Profile Updates- Portal Tutorial- Portal Customization

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Customer Care Level

Tiers 1 and 2

- Tier 1 and 2 Support consists of one-to-one interaction between a Service Subscriber and a Customer Service Representative via email, CHAT or telephone.
- Tier 2 is an escalated layer of care that consists of one-to-one contact between Customer Service Representatives and Service Subscribers. Tier 2 Customer Care Representatives address issues escalated from Tier 1 Customer Care Representatives.

EMBARQ Responsibilities

Tiers 1 and 2

EMBARQ to provide all Tier 1 and 2 customer support as follows:

- Provide email address, chat function or telephone number for Service Subscriber to contact Customer Service Representative to resolve questions relating to the following:
 - Account/billing inquiries
 - Order status/inquiries,
 - CPE provisioning inquiries
 - Order cancellations
 - Service upgrades or downgrades
 - Service cancellations
 - Internet Connectivity
 - Sync
 - Modem/equipment issues
 - HSI Installation
 - Account Registration
 - Proxy or firewall software, or network configuration issues
 - Email configuration/issues
 - Security download issues
 - Portal Issues
 - Username/Password look-up or reset

Synacor Responsibilities

Tiers 1 and 2

Synacor does not provide Tier 1 or Tier 2 support to EMBARQ customers.

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Customer Care Level	EMBARQ Responsibilities	Synacor Responsibilities
<i>Tier 3</i> Tier 3 issues involve any issue that could not be resolved at the Tier 2 layer, such as: <ul style="list-style-type: none">• Network Issue/Outage• Registration Connectivity between Synacor and EMBARQ• Internet Security Software• Email• Portal Access/Functionality	<i>Tier 3</i> <ul style="list-style-type: none">• Embarq is responsible for network operations and connectivity on the Embarq Network.	<i>Tier 3</i> <ul style="list-style-type: none">• Resolve problems that are escalated from Embarq Tier 2 in the form of trouble tickets or telephone escalations.

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Exhibit 13

Change Management Requirements

1. Each Party will use commercially reasonable efforts to notify the other Party by telephone and email of any change associated with any of such Party's software or equipment that affects the interfaces between the Parties' systems, including a suggested implementation plan. Notification will be communicated to the Parties' respective Contract Representatives. The Parties mutually shall agree upon any implementation plan.
 - The Party whose software or equipment change is affecting the interfacing of the Parties' system will make software upgrades or equipment upgrades that address the issue, if necessary.
 - Such Party will provide documentation as needed that insures the successful implementation of the software upgrade or equipment upgrade. A back out plan to remove such upgrade will also be documented should it be needed.
 - Each Party will comply with the time frames mutually agreed upon in the implementation plan.
2. In the event Synacor implements a change affecting Embarq, Synacor agrees to have a Synacor representative attend a reasonable number of change management calls designated by Embarq at mutually agreeable times.

Reporting Problems

1. CSR encounters problem.
2. CSR enters problem into Issues Log, or if a CTSC representative, places a call to the appropriate Operations Project Manager with responsibility to address the type of problem encountered.
3. Issues Log and any calls received from the CTSC are reviewed by Embarq within 24 hours of entry/receipt by the appropriate Operations Project Manager to determine if the problem is functional or technical in nature.
 - 3.1 Functional issues are resolved by the appropriate Operations Project Manager.
 - 3.2 Technical issues are reported to the Rapid Problem Management (RPM) Team or the ESC/Helpdesk by the Operations Project Manager, who is responsible to supply the necessary information for reporting the problem. The reporting numbers are:

RPM Team at [*]

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This number is the number which goes directly to the RPM Team. This number should only be used for critical issues affecting multiple Users.

ESC/Helpdesk at [*]

This number is used for single issues and goes through an IVR unit menu structure.

4. The RPM Team or the ESC/Helpdesk will open a ticket and either resolves the problem online or dispatch the ticket to the appropriate fix agent.

Legend

CSR- Customer Service Representative in Call Centers or Customer Technical Support Center (CTSC)

ESC- Enterprise Solutions Center

FMC- Force Management Center

SME- System Matter Expert

TSA- Technical System Analyst

**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

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Service Assurance & Monitoring Rapid Problem Management Team High Severity Incident and Problem Management Policies and Guidelines

1. **Purpose and Scope :** This Exhibit defines the principles, guidelines and processes used by the Embarq Rapid Problem Management Team in providing end-to-end high severity incident and problem management for the owners of Embarq's systems, applications, and services. (Throughout this exhibit, the term "product/service" refers to systems, products, applications, and services supported by Rapid Problem Management).
2. **Rapid Problem Management :** The Rapid Problem Management Team (RPM) in partnership with other support organizations at Embarq is responsible for minimizing critical service disruptions through rapid response, focused management, and clear, concise communications to Embarq, its fix agents and management. The RPM team is the single point of contact for major service outages and is staffed 7X24X365. The RPM team manages all severity 1 and 2 outages starting with detection and ending with Embarq verification upon restoral.
3. **Reporting Sev1/Sev2 outages to the RPM team :** The RPM team receives reports from an ESC analyst or via the RPM team's Key Customer line.
 - 3.1. A "Key Customer" is one that has been given permission to report high severity incidents directly into the RPM team via the Key Customer line. This process enables a system matter expert representing a large Embarq community to identify and report major service disruptions directly to the RPM team increasing the accuracy of the incident report and significantly reducing the reporting time and the RPM team's call volume.
 - 3.2. In all cases, to resolve an issue quickly the RPM team needs a detailed description of the major service outage from the reporter, a valid 24X7 Embarq contact and an understanding of the impact to the business. Incidents are evaluated for severity assignment based upon the availability of a work-around, legal/regulatory/financial impact and impact to critical applications or sites and business operations. (See severity determination below.)
 - 3.3. When an ESC analyst identifies a severity 1/severity 2 incident, data is gathered and a Service Center ticket is created. The ticket is documented and first level trouble-shooting is performed. The identifier is then warm-transferred to the RPM team. The RPM team will ask any additional required questions and then will advise the identifier of how the incident will be pursued.
 - 3.4. For incident resolution the RPM team uses a process also called Rapid Problem Management or RPM.
 - 3.4.1. Some of the components of RPM are:
 - 3.4.1.1. Rapid Problem Management documents all product/service components and potential fix agencies.

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- 3.4.1.2. A Rapid Problem Management Team includes all primary fix agents on-call, key members of management and other stake-holders.
 - 3.4.1.3. All secondary fix agencies are documented and paged on an as needed basis.
 - 3.4.1.4. Conference bridges may be established and all necessary participants are paged to join.
 - 3.4.1.5. The user of the product/service is invited to join the bridge to assist with incident resolution and to relay information between the fix agents and their peers/co-workers.
 - 3.4.1.6. The RPM team will send regular pages to pre-established contact lists to keep management and other stake-holders apprised of status.
4. **Rapid Problem Management Paging** . Update pages are only sent between the hours of 07:00—19:00 Central time weekdays.
- 4.1. Throughout the duration of a severity 1 outage the RPM will track and update the associated record using Service Center. The RPM team will also provide paging updates to management and users at regular intervals as described below:
- 4.1.1. **Initial page** —the initial page will be sent within 30 minutes of the initial report to RPM and will provide a ticket number, date, a brief description of the problem, impact, status and what time the next update will be provided.
 - 4.1.2. **Update page** —the update page is sent every two hours until bypass is achieved, and will provide a ticket number, date, a brief description of the problem, impact, an updated status and what time the next update will be provided.
 - 4.1.3. **Restoral page** —the restoral page will be sent as soon as Embarq verification is complete, and will provide a ticket number, date, brief description of the problem, impact, status will be what action was taken for bypass and a restoral time.
5. **Problem Tracking** : Every ticket opened by RPM is continually updated by the RPM team until bypass is reached. Once bypass is achieved the ticket is assigned. From that point on the “owner” of root cause should continue to update the record until it is closed. This record includes key diagnostic information, actual work done, notification given, escalation requests, ticket transfers and ICA/RCA. The Service Center ticketing system root cause module supports the ICA/RCA activities.
6. **Ticketing System Requirements** : Currently there is one ticketing system used by the incident and problem management groups, which is known as Service Center. Incidents and problems for all products or services supported by ESC and RPM are tracked through Service Center. Every production fix agency must have an assignee group name in Service Center.
7. **Severity Level Definitions** : All incidents managed by Rapid Problem Management will have a severity level assigned indicating the impact to business operations. The valid severity levels are defined below.

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- 7.1. Severity 1** incidents are those which cause a critical impact to the business function and render the product/service unavailable/unusable. These incidents justify immediate management attention and dedicated resources to resolve as quickly as possible.
- 7.2. Severity 2** incidents are those that severely impair the use of a business critical product/service. Business impact justifies priority attention and dedicated resources to solve the problem in a timely manner.
- 7.3. Severity 3** incidents are those which result in minimal impact to the business function and customer. These incidents require timely resolution to minimize future impacts. Resources should be allocated to work the incidents in accordance with normal managerial planning and prioritization processes. All severity 3 problems should be reported to the ESC.

Definition of Terms :

- 7.4. Fix Agency** : A fix agency is the product/service owner, the group responsible for actually resolving the incident. Fix agents that support applications/services that are managed by the RPM team have a 5 minute SLA to respond to the RPM team's page.
- 7.5. Problem Area Coordinator (PAC)** : A Problem Area Coordinator represents the fix agency in the coordination and administration of incident records. The PAC ensures that personnel within their organization follow procedures for working incident records, and serves as a primary contact for the incident management process. The RPM team will not assign records to fix agencies without their prior knowledge and consent. However, once the record is accepted it will be the responsibility of the PAC to resolve, document ICA/RCA, close or arrange a transfer to another agency if required.
- 7.6. Knowledge Base** : The Rapid Problem Management Team's knowledge base is a repository for information about technology products and services used by Embarq business units. It contains specific information about all the products and services we support. It identifies the owners and fix groups who support these products and services. Information collected during the planning phase is added to the knowledge. As support plans change for a specific product or service, updated information must be provided to the RPM team.
- 7.7. Incident Bypass** : Bypass occurs when the outage documented in the incident record is over or when a temporary or alternate resolution, acceptable to the customer, becomes available and service has been restored.
- 7.8. Incident Closed** : The incident is closed when service has been restored, root cause analysis (RCA) and irreversible corrective action (ICA) completed, and the ticket has been updated.
- 7.9. SME** : Person who is an 'Expert' in the subject area of concern.



CONFIDENTIAL TREATMENT REQUESTED**AMENDMENT
TO
CONTRACT ORDER**

This Amendment (“Amendment”) dated as of the 19 day of December, 2007 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Contract Order or Agreement as the case may be.

Whereas , Synacor desires to make certain additional services available to Embarq;

Whereas , Embarq desires to receive such additional services; and

Whereas , Synacor and Embarq desire to modify certain payment terms.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

- 1. Section 1.12.** Section 1.12 of the Contract Order is hereby deleted in its entirety and replaced with the following language: “‘Embarq Data Subscriber’. Any residential or business customer with a monthly subscription to Embarq High Speed Internet (HSI) services.”
- 2. Exhibit 3.** The parties agree that Exhibit 3 to the Contract Order, entitled “Premium Bundles,” is hereby deleted and replaced in its entirety with the Exhibit 3 attached hereto.
- 3. Music Addendum.** The parties agree to add the Music Service Addendum attached hereto as Exhibit 14 of the Contract Order.
- 4. Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order upon execution. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavalleri

Name: Robert F. Cavalleri

Title: VP – Finance

Date: 12/19/07

EMBARQ MANAGEMENT COMPANY

By: /s/ Wes Dittmer

Name: Wes Dittmer

Title: _____

Date: 12/19/07

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EXHIBIT 3 Premium Bundles

Premium Products: Synacor shall collaborate with Embarq to design premium content bundles to address consumer interests and meet Embarq's marketing and budgetary objectives. To this end, Premium Products can be marketed as a la carte consumer offerings and/or product bundles can be configured and selectively embedded in various HSI tiered offerings to enhance their perceived value and consumer appeal.

- (a) Premium Bundles. The following Premium Bundles will be made available to Embarq (subject to prior Provider approval), and Embarq may at its sole discretion, but is not required to, distribute these Premium Bundles to Users. This content is subject to change based on Provider terms and agreements:
- (i) Variety Pack:
- A. **Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips
 - B. **Shockwave Unlimited** – 400 popular premium online and downloadable games
 - C. **American Greetings.com** – Print and Send Greeting cards and access to member's only online greeting cards
 - D. **Clever Island** – Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning, logic and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful and fun.
 - E. **Weather.com** – Local, regional and national video weather reports and special feature categories.
 - F. **Major League Baseball** – Access to GameDay Audio (listen to every game played that day), Condensed Video Games, Post Game Highlights, MLB Custom Cuts and MLB Radio.
 - G. **Fox Sports VIP** – Up-to-date videos from the world of sports. Football, baseball, basketball, racing, college sports and more.
 - H. **NHL Video** – Video Game Highlights & Access to Game Notes Premium Service
- (ii) Education Pack :
- A. **I Know That** – Great learning activities addressing math, language arts, science and more.
 - B. **Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips
 - C. **Clever Island** – Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning,

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logic and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful and fun.

- D. **Boston Test Prep** – SAT test prep that includes hundreds of exam drills, testing tips, strategies and more.
- E. **Hoopah Kidsview** – Kid-friendly browser includes: A list of hundreds of age appropriate online games and educational content built right in. Categorized by math, language arts, and science.

(iii) Games Pack :

- A. **LEGOPCGames** – Offering full versions of LEGOs’ PC games for download
- B. **Yummy Arcade** – Casual game service in an branded fully integrated player no ads or time limits
- C. **Atari Classics from Yummy** – A large collection of classic games from Atari an branded fully integrated player no ads or time limits
- D. **IGN Insider** – Get preferred access to gamers’ info site, includes game reviews, previews, cheats and codes
- E. **Gaming Magazines** – Online Editions of Electronic Gaming Monthly & Computer Gaming World Magazines

(b) Premium Bundle Fees .

(i) Monthly Subscription

A. Monthly Subscription Fees :

- Variety Pack: Embarq’s Wholesale Price is [*] .
- Education Pack: Embarq’s Wholesale Price is [*] .
- Games Pack: Embarq’s Wholesale Price is [*] .

B. Monthly Subscription Fees – Definitions .

- “ Retail Price ” means [*] .
- “ Wholesale Price ” means [*] .

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- ii. One Month Free Promotion. Synacor agrees to fund a one-month free promotion for all Premium Bundles, unless Synacor determines otherwise in its reasonable business judgment, upon 60 days prior written notice to Embarq.
- iii. Sales Incentives. Synacor agrees to fund a sales incentive that will be paid to Embarq call center representatives for the sale of Premium Bundles during the month of August 2007. Any joint funding of other sales incentives will be as mutually agreed by the parties.

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EXHIBIT 14

MUSIC SERVICE ADDENDUM TO SYNACOR MASTER SERVICE AGREEMENT AND CONTRACT ORDER

If any provision of this Addendum conflicts with a provision of the Master Services Agreement or the Contract Order, the provision of this Addendum shall control. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Master Services Agreement or the Contract Order.

1. Service Description and General Overview

Synacor agrees to provide to Embarq the Music Service (as defined below) that Embarq may at its sole discretion, but is not required to, offer to Users. Synacor represents that Music Provider (as defined below) has the right to provide its service to Embarq and Synacor customers in the United States. "Music Provider" means MusicNet or another provider of music services as specified by Synacor. "Music Service" means the Music Provider's music service, which includes a "music-on-demand" subscription service and a permanent download service containing music from multiple genres, available in CD-quality audio (encoded at 128kbps). Playback of downloaded tracks is currently accomplished through Windows Media Player.

2. Purchase Options

A PC subscription license (the "PC Subscription Model") enables subscribers to stream or download music tracks to up to three (3) personal computers. Subscribers' may, however, only access the Service from a single personal computer at a time.

A portable subscription license (the "Portable Subscription Model") extends the PC Subscription Model and enables subscribers to transfer PC subscription downloads to Windows Media 10 supported portable devices. Subscribers may utilize a maximum of two (2) portable music players per subscription.

Permanent download license (the "Purchase Model") enables subscribers to download and own individual music tracks or albums. Once a subscriber has been granted a Permanent download license, either by purchasing tracks for a fee or from a promotion, the tracks can be burned to a CD or transferred to an unlimited number of portable music players.

4. Digital Rights Management.

The Music Service uses Windows Media Digital Rights Management ("DRM") to ensure that songs that are downloaded as part of a subscription or purchased on a permanent download to own basis are not used in a manner that violates the rights of the copyright owner. Embarq will not interfere with or circumvent the DRM measures.

Songs selected on a PC Subscription Model or Portable Subscription Model basis can be streamed for immediate listening, or can be downloaded to a subscriber's hard drive for play-back later while off-line. The tracks and playlists selected as part of a PC Subscription Model or

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Portable Subscription Model will continue to be accessible as long as the subscriber's subscription to the Service via the Embarq Portal is valid and their DRM license has been updated. Once a subscription under either the PC Subscription Model or Portable Subscription Model has been terminated or canceled, the licenses are automatically deactivated and downloaded songs can no longer be played. If the track license for a song downloaded by a subscriber has expired, the subscriber must reconnect to the Service via the Embarq Portal to revalidate the track license.

3. Blended Subscription/Portable Pricing

The PC/Portable Blended Subscription Service fees set forth below are based on the assumption [*] .

PC / Portable Blended Subscription Service: Embarq's Wholesale Price is [*] .

[*]

4. Purchase Model

[*]

[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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[*]

5. Terms of Use

Subscribers to the Embarq Music Service must abide by the Terms of Use of the Music Service, which may be updated from time to time by Synacor and will be accessible as a hyperlink from the Music Service. A copy of the Terms of Use that are in effect as of the date this Exhibit 14 was added to the Agreement are attached hereto as Attachment 1 to Exhibit 14.

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**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

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Attachment 1 to Exhibit 14

Terms of Use of the Music Service

This is a legal agreement between you, the end user, and J. River, Inc. that governs your use of the software program embodied in the “Embarq Music Unlimited” music player (SOFTWARE), which enables you to play content, such as music, videos and books, through the Embarq Music Unlimited music service. Carefully read the following terms and conditions before continuing. By continuing and clicking “Agree,” you are agreeing to be bound by the terms. If you do not agree to these terms, do not click “agree,” and do not install the SOFTWARE or use the music player. If you are acting on behalf of an organization, you represent to J. RIVER that you are authorized to act on behalf of such organization and that your assent to the terms of this agreement creates a legally enforceable obligation of the organization. As used herein, “you” and “your” refers to you and any organization on behalf of which you are acting.

Grant of License: J. RIVER grants you the right to use one copy of the J. RIVER SOFTWARE on a single computer. DOCUMENTATION, in electronic or other format, accompanying the SOFTWARE may also be provided to you. You may not copy the DOCUMENTATION accompanying the SOFTWARE.

If you make additional copies of the SOFTWARE or the DOCUMENTATION contrary to this Agreement or if the SOFTWARE is installed on additional servers without purchasing the requisite license(s) therefore, then, in addition to any other remedies J. RIVER may have, J. RIVER may require that you immediately make payment to J. RIVER for such copies and/or such use at the then current list price.

Copyright: This SOFTWARE and the DOCUMENTATION are owned by J. RIVER and are protected by copyright laws and international treaty provisions. J. RIVER authorizes you to make one copy of the SOFTWARE for archival purposes, or copy the SOFTWARE onto the hard disk of your computer and retain the original for archival purposes. Otherwise, you may not copy the SOFTWARE and you may not copy the DOCUMENTATION accompanying the SOFTWARE.

Content Royalty and License: You agree to abide by copyright laws for any content you may play with the SOFTWARE. If you use the SOFTWARE in such a manner as to incur license or royalty obligations to content owners or copyright holders, you agree to pay these costs.

Other Restrictions: This license does not grant you any right to any enhancement or update to the SOFTWARE. Enhancements and updates, if available, may be obtained at J. RIVER’s then current pricing, terms and conditions unless otherwise specified in DOCUMENTATION accompanying such enhancements or updates. You may not rent, lease, sub-license, or permit others to use the SOFTWARE. You may not modify, reverse engineer, decompile, modify, translate, or disassemble the SOFTWARE. You may not use a previous version or copy of the SOFTWARE after you have received a replacement set or an updated version as a replacement of the prior version.

Warranty: THE SOFTWARE IS PROVIDED “AS IS”. J. RIVER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU AND NOT J. RIVER ASSUME THE ENTIRE COST OF SERVICE AND REPAIR. J. RIVER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT, CONFORMITY TO ANY

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REPRESENTATION OR DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

Limitation of Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU AGREE THAT J. RIVER SHALL NOT BE LIABLE, UNDER ANY LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, FOR ANY DAMAGES INCURRED BY YOU (INCLUDING BUT NOT LIMITED TO DIRECT OR INDIRECT DAMAGES FOR LOSS OF GOODWILL, LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER COMMERCIAL OR PECUNIARY LOSS, ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGE) OR ANY OTHER PERSON OR ENTITY AS A RESULT OF YOUR USE OF INABILITY TO USE THE SOFTWARE OR DOCUMENTATION EVEN IF J. RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

General: This Agreement is the entire agreement between J. RIVER and you, supersedes any other agreements or discussions, oral or written, and may not be changed except by written amendment signed by J. RIVER. This Agreement is in addition to and separate and apart from agreements you enter into which govern your use of the music service, and any terms and conditions governing your use of the music service. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota in the United States of America. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. The parties have requested that this Agreement and all documents contemplated hereby be drawn in English.

U.S. Government Users: The SOFTWARE and the documentation are “commercial items” as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), if the licensee hereunder is the U.S. Government or any agency or department thereof, the SOFTWARE and the documentation are licensed hereunder (I) only as a commercial item, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

Microsoft: Content providers are using the Microsoft digital rights management technology for Windows Media distributed with this software (“WM-DRM”) to protect the integrity of their content (SECURE CONTENT) so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this software and other 3rd party applications use WM-DRM to play Secure Content (WM-DRM SOFTWARE). If the WM-DRM SOFTWARE’S security has been compromised, owners of Secure Content (SECURE CONTENT OWNERS) may request that Microsoft revoke the WM-DRM SOFTWARE’S ability to play unprotected content. A list of revoked WM-DRM SOFTWARE is sent to your computer whenever you download a license for SECURE CONTENT from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of SECURE CONTENT OWNERS. SECURE CONTENT OWNERS may also require you to upgrade some of the WM-DRM components distributed with the software (WM-DRM UPGRADES) before accessing their content. When you attempt to play such content, WM-DRM SOFTWARE built by

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Microsoft will notify you that a WM-DRM UPGRADE is required and then ask you for your consent before the WM-DRM UPGRADE is downloaded. Non-Microsoft WM-DRM SOFTWARE may do the same. If you decline the upgrade, you will not be able to access content that requires WM-DRM UPGRADE; however, you will still be able to access unprotected content and SECURE CONTENT that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM UPGRADE, can be switched off. When these features are switched off, you will still be able to play SECURE CONTENT if you have a valid license for such content already stored on your computer.

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SECOND AMENDMENT
TO
CONTRACT ORDER

This Second Amendment (this “Amendment”) dated as of the 6th day of February, 2008 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the Contract Order or Agreement (as the case may be).

Whereas , Synacor desires to make certain additional services available to Embarq; and

Whereas , Embarq desires to receive such additional services.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

1. Definitions. The following definitions shall apply to this Amendment:

- (a) “Product User” shall mean any User (as such term is defined in the Contract Order) that has subscribed to the applicable product.
- (b) “Active Product User” shall mean any Product User actively using the applicable product.

2. Exhibit 2. Exhibit 2 to the Contract Order (Vendors Integrated) shall be amended to add the following:

E-mail and Website Services (the following is the current list, but additional services can be added as needed by mutual agreement of the parties either party)

eNom
SiteMaker
Zimbra

3. Exhibit 3. Exhibit 3 to the Contract Order (Premium Bundles) shall be amended as follows:

- (a) The following shall be added as Sections (a)(v)-(vii) of Exhibit 3:

(v) **Website Building Service (a la carte):**

- *Moonfruit Website Building Service* [*]

[*]

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(vi) **Vanity Domain Registration:** Synacor will make available through the portal a vanity domain registration process that is available to Embarq and its customers with the February 2008 launch.

(vii) **Business Pack :**

(A) Content:

- ***Moonfruit Website Building Service*** [*]

[*]

- ***Zimbra Business Class*** – Messaging and collaboration application that integrates email, contacts, shared calendar, and document sharing. Zimbra Business Class provides domain level administration and allows a company's employees to utilize the same domain, share documents internally, use group scheduling, and inter-company calendar sharing.
- ***Data Back-Up*** – To be added upon mutual agreement between the parties in 2008.
- ***PC Optimizer*** – To be added upon mutual agreement between the parties in 2008.

(B) Business Pack Monthly Subscription Fees :

- 3M Business Pack Service (“ 3M Service ”): 3M Service shall include Moonfruit Premium A and Zimbra Business Class. The Product User will have the ability to use Product User's own domain name. The cost to Embarq per Product User of 3M Service shall be [*] .
- 5M Business Pack Service (“ 5M Service ”): 5M Service shall include Moonfruit Premium B, Zimbra Business Class and Data Back-Up (when available). The Product User will have the ability to use Product User's own domain name. The interim cost to Embarq per product user of 5M Service until Data Back-Up is available shall be [*] .
- 10M Business Pack Service (“ 10M Service ”): 10M Service shall include Vanity Domain Registration, Moonfruit Premium B, Zimbra Business Class, Data Back-Up (when available) and PC Optimizer (when available). The interim cost to Embarq per product user of 10M Service until Data Back-Up and PC Optimizer are available shall be [*] .

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(C) Business Pack Reporting Requirements :

- The following definitions shall apply to this subsection:
 - “New Subscribers” shall mean High Speed Internet (“HSI”) subscribers acquired by Embarq on or after February 5, 2008 (“New Subscribers”);
 - “New Speed Tier Subscribers” shall mean all new HSI subscribers subscribing to a given speed tier acquired by Embarq on or after February 5, 2008;
 - “Existing Subscribers” shall mean all Embarq HSI subscribers existing prior to February 5, 2008; and
 - “Converted Subscribers” shall mean all Existing Subscribers who make changes to their HSI service after February 4, 2008 and by doing so become eligible to use a 3M Service, 5M Service and 10M Service Business Pack.
- Embarq shall provide a report containing the following information to Synacor on a monthly basis (due by the fifth (5th) working day following the end of the applicable reporting period):
 - The net number of New Subscribers acquired during such month;
 - The net number of New Speed Tier Subscribers acquired during such month;
 - The net number of Converted Subscribers converted to the 3M Service, 5M Service and 10M Service during such month; and
 - The net cumulative total of all New Speed Tier Subscribers and all Converted Subscribers existing during such month (whether acquired or converted in such month or not).

4. Exhibit 12. The following shall be added to the end of Exhibit 12 to the Contract Order:

In addition to the foregoing customer care obligations, each party shall have the following product-specific support obligations:

Zimbra

- Synacor will provide webforms to add Embarq’s customers’ vanity domain to their Embarq account for user management, and documentation for such customers to modify their mail exchanger (“MX”) records..
- Embarq will (i) ensure that its customer support representatives are familiar with basic vocabulary for domain registration and DNS, (ii) provide e-mail support for customer questions, and (iii) provide customer assistance (including, without limitation, user training, user interface redesign, domain deactivation) with migrating e-mail and address book entries into the Zimbra environment.

Moonfruit

- Embarq will provide first level support.
- Synacor will provide section level support.

5. Section 7.11.3. The following will be added as Section 7.11.3:

- 7.11.3 Embarq will provide Synacor with all reports necessary to perform the services, including, without limitation, direct to consumer reporting, music service reporting, variety packs, learning packs & games packs. This reporting should include a monthly

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view of all accounts that are being billed by Embarq for the premium products and their premium product sign-up date.

- 6. Term of Amendment:** The initial term of this Amendment begins on the Amendment Effective Date and will continue for 1 year. The term of this Amendment will automatically renew on a month-to-month basis, unless either party gives notice of its intent not to renew at least 30 days before the expiration of the term. Prior to termination, Synacor and Embarq will work in good faith to negotiate renewal terms for 2009 for the services set forth in this Amendment.
- 7. Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order effective February 1, 2008. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: Vp – Finance

Date: 2/25/08

EMBARQ MANAGEMENT COMPANY

By: /s/ Travis Schmeling

Name: Travis Schmeling

Title: Sourcing Specialist III

Date: 2/25

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**THIRD AMENDMENT
TO
CONTRACT ORDER**

This Third Amendment (this “ Amendment ”) dated as of the 17th day of December, 2007 (the “ Amendment Effective Date ”) is by and between SYNACOR, INC. (“ Synacor ”) and Embarq Management Company (“ Embarq ”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “ Contract Order ”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “ Agreement ”). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the Contract Order or Agreement (as the case may be).

Whereas , Synacor desires to make certain additional services available to Embarq; and

Whereas , Embarq desires to receive such additional services.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

1. Exhibit 3 . Exhibit 3 to the Contract Order (Premium Bundles) shall be amended as follows:

(a) The following shall be added as Section (a)(viii) of Exhibit 3:

(viii) **Movies (a la carte)**

- ***CinemaNow*** – CinemaNow’s movie rental and download service. The CinemaNow service will be provided to Users an a la carte basis as follows:

A) Movie Rental and Download Sold by Synacor Credit Card Billing:

<u>Rental</u>	<u>Suggested Retail</u>	<u>Embarq Revenue Share</u>
[*]		
Download to Own:		
[*]		

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A) Movie Rental and Download Sold by Embarq Billing:

<u>Rental</u>	<u>Suggested</u>	<u>Embarq</u>
<u>[*]</u>	<u>Retail</u>	<u>Revenue Share</u>

Download to Own:

[*]

5. Scope of Amendment: This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order effective as of the Amendment Effective Date. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: Vp – Finance

Date: 2/18/08

EMBARQ MANAGEMENT COMPANY

By: /s/ Travis Schmeling

Name: Travis Schmeling

Title: Sourcing Specialist III

Date: 2/15/08

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FOURTH AMENDMENT
TO
CONTRACT ORDER

This Fourth Amendment (this “Amendment”) dated as of the 15 day of April, 2008 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the Contract Order or Agreement (as the case may be).

Whereas , Synacor desires to make certain additional services available to Embarq; and

Whereas , Embarq desires to receive such additional services.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

1. Employee Accounts.

1.1 **Section 2.16** . The following shall be added as Section 2.16 of the Contract Order:

2.16. Employee Accounts . Synacor shall provide Embarq employees with access to the Embarq Portal, pursuant to the terms and conditions set forth in Exhibit 15 .

1.2 **Employee Accounts Addendum** . The Employee Accounts Addendum attached hereto shall be added as Exhibit 15 of the Contract Order.

2. Scope of Amendment: This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order effective as of the Amendment Effective Date. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavallari
Name: Robert F. Cavallari
Title: VP - Finance
Date: 4/24/08

EMBARQ MANAGEMENT COMPANY

By: /s/ Travis Schmeling
Name: Travis Schmeling
Title: Sourcing Specialist III
Date: 4/23/08

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor
Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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**EXHIBIT 15
EMPLOYEE ACCOUNTS ADDENDUM**

If any provision of this Employee Accounts Addendum (this “Addendum”) conflicts with a provision of the Master Services Agreement or the Contract Order, the provision in this Addendum shall control. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Master Services Agreement or the Contract Order.

1. Service Description

Subject to Embarq’s payment of the Employee Account Fee and Monthly Fee (if applicable) set forth in Section 4 of this Addendum, Embarq’s employees will have access to (a) the Embarq Portal (excluding any Premium Products), (b) the Embarq e-mail service set forth in Section 2.13 of the Contract Order with up to five (5) Users, and (c) the internet security services set forth in Sections 2.11.1 and 2.11.2 of the Contract Order (“Employee Accounts”). Embarq shall not charge Embarq employees that register for Employee Accounts (“Employee Users”).

2. Development Services

Subject to Embarq’s payment of the Development Fee set forth in Section 4 of this Addendum, Synacor shall provide Embarq with development services as necessary to configure the Employee Accounts (the “Development Services”). Such services shall include (a) build out of a registration process for Employee Users, (b) development of a new user type in order to manage the Employee Accounts, and (c) build out of a process that allows deletion of Employee Users upon termination of employment from Embarq. Specific details of the Development Services are set forth in the product requirement document (“PRD”) attached hereto as Attachment 1. Development Services shall commence after payment in full of the Development Fee.

3. Reporting

Synacor shall provide Embarq with a report of the number of Employee Users for each month, within thirty (30) days after the end of the applicable month. Embarq shall provide Synacor with a monthly report of all active employees, within thirty (30) days after the end of the applicable month. Such report will be used by Synacor to validate employee eligibility. Employee Accounts found to be ineligible will be suspended by Synacor. Embarq will provide other reports or information as reasonably requested by Synacor in order to manage the Employee Accounts.

4. Payments

A. Employee Account Fees

[*]

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor

Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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Synacor will review Employee Accounts quarterly to determine if any accounts have not been used for the previous 90 days. Synacor will deactivate any Employee Accounts that have not been used for the previous 90 days. In addition, Synacor will automatically terminate Employee Accounts upon notification by Embarq of an Employee User's termination of employment with Embarq, which is determined on the monthly reconciliation of Synacor's records of Employee Accounts compared to Embarq's monthly active employee file. Employee Accounts that have been deactivated due to inactivity, employee termination, or otherwise will no longer be included in the total number of active Embarq Employee Accounts.

Synacor shall invoice Embarq for the Employee Account Fee upon the launch of the Employee Accounts. Synacor shall invoice Embarq for the Monthly Fee, if any, within thirty (30) days after the end of the applicable month in accordance with the Agreement. Embarq shall pay each invoice in accordance with the Agreement.

B. Development Fee

Embarq shall pay Synacor a fee in the amount of [*] (the "Development Fee") in advance of Synacor providing the Development Services. Synacor will invoice Embarq for the Development Fee upon execution of this Amendment and Embarq will pay Synacor in accordance with the Agreement. If the scope of this project expands beyond what is defined in the Product Requirement Document found in Attachment 1, both parties agree to discuss further costs associated with the scope changes.

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor
Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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Attachment 1
Product Requirements Document

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Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor

Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

Section 1. Project Overview

1.1. Project Summary

Embarq is a local phone company that provides local phone and DSL services in 18 states. Synacor provides the portal and email services for their DSL base of customers of approximately 1.3 million. Embarq has about 18,000 employees, many of whom do not live in Embarq service territories. Embarq would like to be able to offer log in access for the myembarq.com portal and email services to their employees that live outside of their territory and therefore do not qualify to be a customer. This exposure to the portal will help employees be more familiar with the products available to their customers. Embarq would like to offer the following to their employees at no cost to the employees:

- 1) Registration and Log-in capability to the current myembarq.com portal
- 2) Email with up to 5 usernames
- 3) Access to F-Secure Security product (currently Embarq pays a flat rate per month for this service and does not charge their customers for this product)
- 4) This offer will not include the other premium products like Variety Pack, Learning Pack and Unlimited Subscription Music because there will not be a way to invoice for these services.

1.2. Business Context

Embarq's 18,000 employee base resides across the country from their corporate headquarters in Overland Park, Kansas to one of their sixteen plus call centers. It is estimated that approximately 10,000 to 12,000 of these employees do not live in their service territory. Embarq estimates that approximately 5,000 – 6,000 of their employees that do not live in territory will register for a myembarq.com account for portal and email access. Their current customer base averages approximately 1.7 users per account so it is expected that their employees will follow a similar model.

Embarq will be paying Synacor development fees to build out the new registration and account management processes for this subset of users of myembarq.com. Additionally, Embarq will be paying Synacor a fee for monthly portal and email bandwidth costs, email server usage, email system administration, and ongoing reconciliation / account management functions. This is all defined in the Fourth Amendment to the Contract between Synacor and Embarq.

Embarq will provide tier one and two of support services for their employees and Synacor will provide tier three of support services as happens today with the current customer base.

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor

Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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Section 2. Project Requirements

2.1. Project Features / Details / Examples

R2.1.1. Account Validation Initiation (See Appendix 7.1 for Process Flow)

Employees will be able to register for an employee myembarq.com portal and EmbarqMail email account via a link on 'EQIP' – this link will take the employee to a page hosted by Synacor that will provide the first step of the account validation process. EQIP is the Embarq Employee Intranet site and is only accessible by Embarq employee's while on the Embarq network (behind the Embarq firewall). This link should only be accessible through the EQIP site. Synacor will host the following steps for Acceptable Use Policy Acceptance, Account Validation and Account Registration processes.

R2.1.2. Implement Acceptable Use Policy

Upon clicking on the link, employees will first be presented with a MyEMBARQ.com Portal and Email Acceptable Use Policy. Employees will need to 'accept' the end-user agreement before being presented the initial account creation page. Embarq will uphold the employees to acceptable use of the portal and email services and any abuse or inappropriate use of the MyEMBARQ.com account will result in immediate termination of the account and corrective action. Synacor will work with Embarq to write the official verbiage of this acceptable use policy.

R2.1.3. Account Validation Process

After acceptance of the Acceptable Use Policy, Embarq employees will be presented a simple form requesting the following:

- 1) Embarq.com corporate email username / address – the "@embarq.com" domain can be pre-populated so no other domain address can be entered. Moreover, the field should be validated to ensure that the registration process takes in an email address that contains the @embarq.com domain.
- 2) Embarq Employee Identification Number (EQID – which is a 3 alpha plus 4 numeric integer)

If the employee incorrectly enters their email address the process will end at this point because the validation email will not be sent to the correct address. The employee will have to start the process again.

Synacor will validate that the EQID and embarq.com corporate email username is not already in the Synacor database for Embarq customers. If the EQID or embarq.com corporate email username is already tied to an existing account the employee will be presented with the following message:

"There is already a MyEMBARQ.com account that has been activated with this Embarq Employee Identification Number or this embarq.com corporate email address user."

If the EQID and embarq.com corporate email username does not already exist in the system than proceed with the next step.

R2.1.4. Initial Account Validation Process – Email Confirmation

Synacor will generate an email to the employee's Embarq.com email account with a 'link' to the new Employee Registration Page which will be hosted by Synacor. Since only an employee can

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access their Embarq.com corporate email account this step is intended for security measures so that only the actual employee can create a MyEMBARQ.com portal and email account. This email should say the following (final verbiage will be developed and approved by Embarq):

“Thank you for starting the MyEMBARQ.com portal and email registration process. If you would like to complete the registration process please *click here* [this link will go to the MyEMBARQ.com Employee Registration Page].

If you do not want to create a MyEMBARQ.com account please disregard this email.”

R2.1.5. Registration Process Initial Security Measures

The link/URL in this email will contain the employee’s embarq.com email address and EQID. This data will be carried forward (auto-populate) to the Embarq Employee Registration Form. The purpose of this measure is to prevent the link from being copy and pasted and used to create multiple accounts. Only the employee who received the link through their Embarq.com email address should be able to use this particular link, that way each employee is validating the information before creating an account and no employee can create an account on behalf of another employee.

R2.1.6. Registration Process (See Appendix 7.1 for Process Flow)

The link in the email will go to the MyEMBARQ.com Employee Registration form that is hosted by Synacor. The form will include the following required fields:

- a. First name
- b. Last name
- c. State
- d. Zip Code
- e. Work Phone
- f. Embarq.com Email Address (pre-populated)
- g. EQID (pre-populated)
- h. Primary Username Field (follow the current username validation process to ensure this username is not already taken – Synacor will leverage the same error messaging for duplicate usernames that is used today in the current registration flow.)
- i. Primary Password Field

Employees will only be able to establish their primary username through this form. All secondary usernames associated with this account can be created through the username management section of the MyEMBARQ.com portal.

R2.1.7. Registration Process Enhanced Security Measures

Synacor will prevent multiple account creation based on EQID and embarq.com corporate email address username. If an account already exists with either of these identifiers and is resubmitted through the registration process the employee will be presented with the following message:

“There is already a MyEMBARQ.com account that has been activated with this Embarq Employee Identification Number or this embarq.com corporate email address user.”

R2.1.8. Registration Encryption Process

Synacor’s system utilizes an “Account Key” for all Embarq customer accounts. This key is created by combining the customer’s 13-digit Embarq account number (sv_embarqaccountnumber) and their 10-digit service number (sv_phonenumber). Since employees will not have this information Synacor will need to auto-generate a random and unique 23 digit account key. To ensure that this

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random number does not collide with any existing or future Embarq Customer Account Keys, the auto-generated number for employee accounts should start or end with an alpha character.

R2.1.9. Registration Account Types

Synacor will create a new Service Code (sv_servicecode) for Employee Accounts. The code for these accounts will equal “E”.

R2.1.10. Employee Account Details

Employee accounts will have access to:

- a. MyEMBARQ.com portal [*]
- b. Embarqmail account
- c. F-Secure Security Product

Employee accounts will **not** have access to:

- a. Premium Services (no way to bill) – since we won’t be customizing the portal for employees they will still see the premium products promoted, but if they try to register they should be provided the following error – “We are sorry, your account is not enabled for premium products.”
- b. Any other premium type products that are added in the future.

R2.1.11. Registration Interaction with ISP Manager

Technicians should be able to view employee’s accounts in the ISP Manager, but they should not be allowed any account update capabilities. Only the Technician Lead login and Synacor TSS login should be allowed the ability to update information on an employee account.

R2.1.12. Employee Move to Embarq Territory (See Appendix 7.2 for Process Flow)

This is the process to change the Service Type from Employee to Residential. Only Embarq Tech Leads and Synacor TSS ISP Manager access should allow the ability to change the sv_servicecode on an account. Once the Tech Lead or TSS Manager updates a Service Code in ISP Manager to “R” (Residential) the regular Embarq Customer Registration API process should be invoked. The technician will be asked to provide the Embarq’s Employees DSL Number. An API call should be made to Embarq’s PMA (Partner Management Administrator) system to validate that this account exists in Embarq’s system.

If DSL number does not exist the following message will be presented:

“Account can not be converted to Residential because it does not exist in the Embarq System.”

If DSL number does exist then the following fields should be updated in the Synacor Embarq Customer Database:

- 1) DSL Number (sv_phoneNumber)
- 2) Account Number (sv_embarqaccountnumber)
- 3) Primary Username – this information should be forwarded to Embarq’s PMA system
- 4) sv_servicecode = R (this should be reflected on primary and secondary usernames of the account)
- 5) Account Key (combination of Embarq Account Number and DSL Number)

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- 6) Account shall now be given access to premium products
- 7) Account shall now be able to have up to 8 usernames tied to one account

R2.1.13. Employee Move out of Embarq Territory (See Appendix 7.3 for Process Flow)

This is the process to change the Service Type from Residential to Employee. Only Embarq Tech Leads and Synacor TSS can change the sv_servicecode on an account. Once a Service Code is updated to “E” (Employee), the technician will be asked for the following data:

- 1) EQID (Synacor system should validate that this number is not currently tied to an active account – if it is, provide error message that this account is already an active employee account.)
- 2) Embarq.com address
- 3) Work Phone
- 4) If account has premium products attached these should be removed.
- 5) If account has more than 5 usernames technician will need to delete usernames to get the total count to 5.

sv_servicecode = E should be reflected on primary and secondary usernames of the account.

R2.1.14. Employee Account Cancellation

Embarq will provide a monthly report of all active employee accounts to Syncor FTP server. Synacor needs to provide the specifications to Embarq for this file (i.e. format, etc.). The following data will be included in this report:

Employee first name
Employee last name
Employee Corporate Email Address
Employee Corporate Telephone Number (Work Phone)
EQID

Synacor will need to create a monthly process whereby all accounts with a Service Code = E are bounced against the Embarq active employee account file. Any accounts that are found in Synacor system that do not appear in the monthly employee should be cancelled.

Additionally, on a quarterly basis Synacor will run usage reports against all accounts where the Service Code = E. Any accounts that have not had email or portal usage for 3 months or more shall be cancelled. This process should be automated and no approvals are necessary for the cancels as long as there has been no usage for 3 months.

2.2 . Performance Requirements

Currently, page views on MyEMBARQ per unique visitor is around [*] per month. Adding the estimated [*] employee accounts (equating to [*] users) would generate about [*] extra page views per month, an increase of about [*] from [*] page views.

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor
Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

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With around [*] employee accounts [*], the current monthly email users would increase by [*]. The cost to Embarq for this additional accounts covers Synacor's additional database, email storage, bandwidth and system load costs.

2.3. Quality Requirements

The desired quality level is the same as the existing portal and email processes for Embarq's current customers.

2.4. Test Requirements

Synacor will need to test the following functionality prior to launch:

- 1) Links for account validation and registration process can not be accessed outside Embarq's EQIP intranet site. (Embarq will provide acceptable IP range)
- 2) EQID Validation and duplicate check properly works.
- 3) Synacor can receive the monthly active employee account report.
- 4) Synacor's reconciliation process to determine if service type = E accounts that do not appear on the monthly file will be properly cancelled.
- 5) Only Tech Leads and TSS can change the service type to or from "employee".
- 6) The account validation and registration process flow properly works:
 - a. Acceptable Use Policy is properly displayed with acceptance / non-acceptance
 - b. Confirmation email is sent
 - c. Registration link can't be used by multiple employees
 - d. Duplicate employee accounts can not be created
 - e. All fields get populated properly in Synacor's Embarq Customer Database
 - f. Access for all accounts works properly
 - g. Accounts are not able to access premium products
 - h. Accounts can set up 5 usernames
 - i. Accounts can properly access F-Secure download
- 7) Test the conversion process for Service Type change from Employee to Residential:

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- a. Residential DSL Number is properly captured
 - b. Embarq PMA system is contacted to validate it is a valid customer
 - c. Premium product access is enabled on account
 - d. All fields get updated properly in Synacor's Embarq Customer Database
- 8) Test the conversion process for Service Type change from Residential to Employee:
- a. EQID & Embarq.com email address are properly captured
 - b. Duplicate check for EQID works properly
 - c. Premium product access is disabled (if any existing premium products they are removed)
 - d. All fields get updated properly in Synacor's Embarq Customer Database

2.5. Service Level Requirements

All services will follow the service level agreements that are already defined in the existing Embarq / Synacor contract.

2.6. Technical Support Services Requirements

Technical support will follow the same processes currently used with all Embarq customers. Embarq will handle Tier 1 & 2 technical support for all employees and Synacor TSS will handle Tier 3 support. The employee users shall just be added to the counts of Embarq regular residential and business consumers for all degradation calculations, etc.

2.7. Documentation Requirements

Embarq will be signing a contract addendum to cover the terms associated with employee accounts. This approved Project Requirement Document will be attached to the contract addendum and approved by Embarq.

2.8. Training Requirements

Embarq will provide training to their technicians to inform them of this new service type and the associate limitations and processes. Synacor TSS will also be trained on the processes associated with this new employee service type.

2.9. Other Requirements including Metrics and Analytics.

Synacor shall provide Embarq with a report of the number of Employee Users for each month, within thirty (30) days after the end of the applicable month.

Section 3. Assumptions, Dependencies, Constraints

3.1. Assumptions

No additional assumptions than what has been defined above.

3.2. Dependencies

Ability to receive the Active Employee Files from Embarq.

3.3. Constraints

No known constraints for this project.

Section 4. Deliverables and Receivables

4.1. Deliverables

- 1) Monthly file delivered to Embarq where Service Type = Employee – Synacor shall provide Embarq with a report of the number of Employee Users for each month, within thirty (30) days after the end of the applicable month.
- 2) Mock-up of the following pages for Embarq's approval:
 - a. Account Validation Form
 - b. Acceptable Usage Policy Page
 - c. Account Validation Email
 - d. Account Registration Form
 - e. Appearance of Employee Account in the ISP Manager

4.2. Receivables

- 1) Monthly Active Employee Account File
- 2) Verbiage for Acceptable Usage Policy
- 3) Approvals of the above deliverable pages upon receipt and review
- 4) IP Address information for Embarq firewall access
- 5) Training materials for Embarq Technicians
- 6) Signed Fourth Amendment for the Embarq/Synacor contract

Section 5. Miscellaneous

Use this section to include additional information about the project.

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor
Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

Section 6. Glossary

Define all terms and acronyms required to interpret the PRD properly.

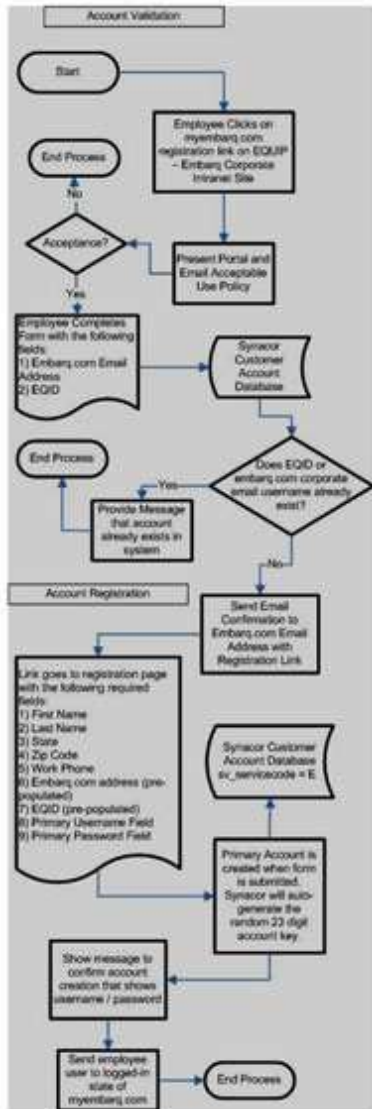
Term or Acronym	Definition
PRD	Product Requirements Document
EQIP	Embarq Employee Intranet Site
EQID	Embarq Employee ID
PMA	Partner Management Administrator

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor

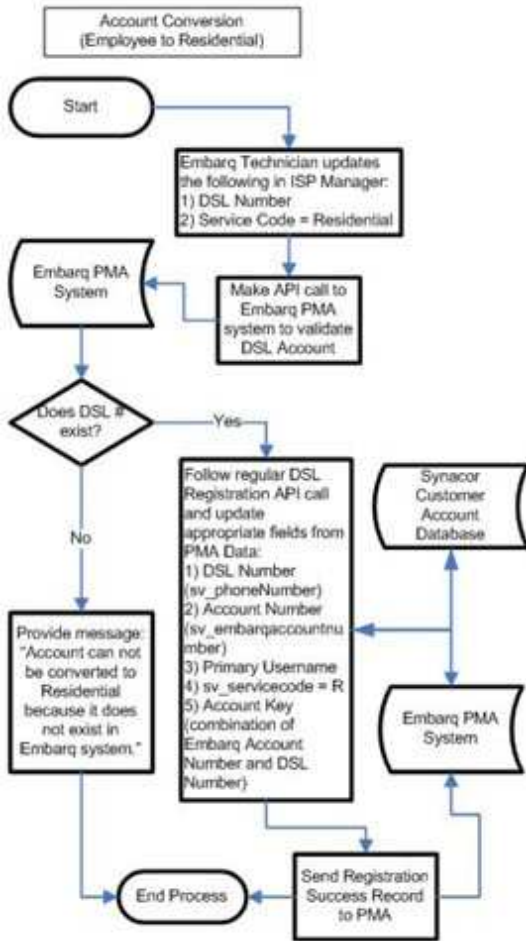
Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

Section 7. Appendices

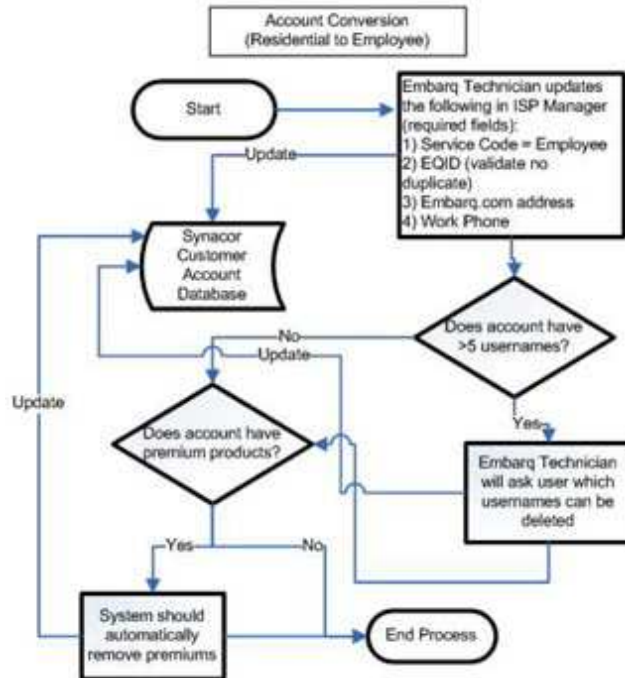
7.1. Account Validation & Account Registration Process Flow



7.2. Account Conversion – Employee to Residential Process Flow



7.3. Account Conversion – Residential to Employee Process Flow



7.4. Estimated Project Hours

<u>TASK</u>	<u>HOURS</u>
Specification	[*]
Design	
Development	
Testing	
Release	
Bug Fix	
TOTAL	

Amendment No. 4 to Contract Order No. COXX06016TPS between Embarq and Synacor

Embarq and Synacor CONFIDENTIAL INFORMATION – RESTRICTED

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

CONFIDENTIAL TREATMENT REQUESTED

FIFTH AMENDMENT
TO
CONTRACT ORDER

This Amendment (“Amendment”) dated as of the 12 day of March, 2009 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Contract Order or Agreement as the case may be.

Whereas, Synacor desires to make certain additional services available to Embarq;

Whereas, Embarq desires to receive such additional services; and

Therefore, the parties hereby agree to enter into this Amendment and agree to the following:

1. **Security for non-high speed Internet customers.** Under Section 2.11 of the Contract Order, Synacor makes licenses and PC Keys for Internet security services to Embarq for use by Embarq Data Subscribers. The parties now wish to make such Internet security services available on a limited basis to residential users of the Embarq Portal(s) who do not have a monthly subscription to Embarq High Speed Internet services. Therefore, the parties hereby agree to add a new Section 2.11.4 to the Contract Order as follows:
“2.11.4 In addition to the licenses and PC Keys available for use by Embarq Data Subscribers under section 2.11.2, Synacor will also make up to [*] licenses for Synacor’s Consumer Internet Security Suite (provided by F-Secure) available to Embarq for its RescueIT Customers who do not have Embarq High Speed Internet Services, [*]. For purposes of this Agreement, a “RescueIT Customer” is a residential customer of Embarq that uses its computer support service currently called “RescueIT”. The total number of PC installations per License may not exceed [*] installations per RescueIT Customer, and the licenses shall expire [*] after the license is made available to the RescueIT Customer. Notwithstanding the foregoing, if the parties engage in a written agreement for the provision of broader services (including the portal, email and premium content services) to customers who are not high-speed Internet subscribers, the RescueIT Customers who have been using the foregoing licenses shall be transitioned to licenses, if any, approved as part of such agreement. If no licenses are approved for non-high-speed Internet subscribers, Synacor may terminate the licenses for RescueIT Customers on reasonable notice.”
2. **Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order upon execution. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

CONFIDENTIAL TREATMENT REQUESTED

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: VP - Finance

Date: 3/17/09

EMBARQ MANAGEMENT COMPANY

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Sourcing Specialist III

Date: 4/2/09

CONFIDENTIAL TREATMENT REQUESTED

SIXTH AMENDMENT
TO
CONTRACT ORDER

This Amendment (“Amendment”) dated as of the 12 day of March, 2009 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Contract Order or Agreement as the case may be. The Premium Products constitute Services and Deliverables under the Agreement.

Whereas , Synacor desires to make certain additional services available to Embarq;

Whereas , Embarq desires to receive such additional services; and

Whereas , Synacor and Embarq desire to modify certain payment terms.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

1. **Exhibit 3.** The parties agree that Exhibit 3 to the Contract Order, entitled “Premium Bundles,” is hereby deleted and replaced in its entirety with the Amended and Restated Exhibit 3 attached hereto.
2. **Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order upon execution. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: VP - Finance

Date: 3/17/09

EMBARQ MANAGEMENT COMPANY

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Sourcing Specialist III

Date: 3/12/2009

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AMENDED AND RESTATED EXHIBIT 3

Premium Products

Premium Products: Following are a list of Premium Bundles of Content and a la carte Content which Embarq may make available to its Users.

- (a) Premium Bundles. The following Premium Bundles will be made available to Embarq subject to prior approval of the applicable Synacor Provider and/or Embarq Provider and Embarq may at its sole discretion distribute these Premium Bundles to Users. This content is subject to change based on the applicable Synacor Provider and/or Embarq Provider terms and agreements. The parties agree that any improvements made to any of the Content listed below that a Synacor Provider provides to Synacor without additional cost will be automatically incorporated into the Bundles available to Embarq. Any improvements made to any Content received from an Embarq Provider without additional cost shall be automatically incorporated into the Bundles without an increase into the Subscription Fees. However, there may be some implementation or integration fees associated with the incorporation of such improvement to the Content. If either Party desires to add new Content to any of the bundles, such new Content may be added subject to an amendment to the Agreement.
- (i) Variety Pack:
- A. **Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips
 - B. **Shockwave Unlimited** – 400 popular premium online and downloadable games
 - C. **American Greetings.com** – Print and Send Greeting cards and access to member's only online greeting cards
 - D. **Clever Island** – Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning, logic and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful and fun.
 - E. **Weather.com** – Local, regional and national video weather reports and special feature categories.
 - F. **Major League Baseball** – Access to GameDay Audio (listen to every game played that day), Condensed Video Games, Post Game Highlights, MLB Custom Cuts and MLB Radio.
 - G. **Fox Sports VIP** – Up-to-date videos from the world of sports. Football, baseball, basketball, racing, college sports and more.
 - H. **NHL Video** – Video Game Highlights & Access to Game Notes Premium Service
 - I. **NASCAR** – NASCAR TrackPass includes TrackPass RaceView, TrackPass PitCommand and TrackPass Scanner, plus Radio.
 - TrackPass RaceView allows the user to see live racing action from 3 virtual camera angles, track pit stats and times, get instant crash and caution updates and view real time driver data positions. With Track Pass Race View users can move effortlessly between the entire field of drivers without missing a moment of the race, track driver speeds and times behind the race leader, and listen to driver and team communication.
 - TrackPass PitCommand delivers real-time, GPS-based telemetry from all 43 Nextel Cup cars. Users can follow the cars as they circle the track, watch

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virtual dashboards, listen to in-car audio and more. Users choose the view they like to watch best; Live Leader board, Track Top 10, Viewer's Choice and Dashboard Mode. Additionally, users can get ready for the race with PitCommand Quals.

- With TrackPass Scanner, You can listen to individual drivers communicate with their crew, or scan the full field of drivers. Users can also learn about pit strategies, how the cars are handling and what other drivers are doing on the track. Also available are live radio broadcasts of Nextel Cup qualifying races, Busch Series races and Craftsman Truck Series races.

J. **myNOGGIN** – myNOGGIN is the educational online service from Nickelodeon that adapts to a preschooler's unique learning style.

(ii) Education Pack :

- A. **I Know That** – Great learning activities addressing math, language arts, science and more.
- B. **Encyclopedia Britannica** – Unlimited access to the updated 32-volume Encyclopedia Britannica, plus: Britannica's Student & Concise encyclopedias, thousands of exclusive video and audio clips
- C. **Clever Island** – Focuses on the educational skills that are most important to a child's development, including language, numbers, spatial reasoning, logic and critical thinking. Activities are designed by leading experts in education and child development to be engaging, powerful and fun.
- D. **Boston Test Prep** – SAT test prep that includes hundreds of exam drills, testing tips, strategies and more.
- E. **Hoopah Kidsview** – Kid-friendly browser includes: A list of hundreds of age appropriate online games and educational content built right in. Categorized by math, language arts, and science.
- F. **myNOGGIN** – myNOGGIN is the educational online service from Nickelodeon that adapts to a preschooler's unique learning style.
- G. **Funways** – A 3D virtual world that children explore with the help of a personalized avatar.
- H. **DK Learning** – High caliber content from well-known children's publisher Dorling Kindersley

(iii) Games Pack : Synacor will create a package landing page to assist the customer in navigating between all of the game options.

- A. **LEGOPCGames** – Offering full versions of LEGOs' PC games for download
- B. **Yummy Arcade** – Casual game service in an branded fully integrated player no ads or time limits
- C. **Atari Classics from Yummy** – A large collection of classic games from Atari in a branded fully integrated player no ads or time limits
- D. **IGN Insider** – Get preferred access to gamers' info site, includes game reviews, previews, cheats and codes

(iv) Games Functionality : Synacor will develop two additional functionalities for the Games Pack to be delivered 90 days from the launch of the Games Package by Embarq. Such functionalities are specific to the Games Pack as specified above, and may not apply to new packages or games that may be added in the future. The functionalities required are as follows:

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- i. An overall search and catalog functionality for the Game Pack which would allow a User to search across all of the providers in the games pack for specific Games.
 - ii. A capability that automatically downloads and installs the Applications (Players) required for all providers in the Game Pack when a user first initiates a game requiring a download from any provider eliminating the need for multiple downloads each time a new game from a different Content Provider is engaged. If Synacor wishes to add a new game to the Games Pack, and the Content Provider of such game does not allow Synacor the ability to offer simultaneous downloads, Embarq may choose not include such game in its Games Pack.
- (b) A La Carte Premium Content :
 - (i) Website Building Service : Moonfruit Website Building Service [*]
[*]
 - (ii) Movies : – CinemaNow’s movie rental and download service. The CinemaNow service will be provided to Users on an a la carte basis for the fees set forth in Section (d)(ii) below.
- (c) Premium Bundle Fees
 - (i) Monthly Subscription Fees :
 - Variety Pack: Cost to Embarq is [*] .
 - Education Pack: Cost to Embarq is [*] .
 - Games Pack: Cost to Embarq is [*] .
- (d) A La Carte Premium Fees :
 - (i) MoonFruit :
[*]

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(ii) Movies - CinemaNow :

Movie Rental and Download Sold by Credit Card Billing:

	Embarq Revenue	
<u>Rental:</u>	<u>Share</u>	
Rental Service Studio Pictures - New Release Picture	\$	[*]
Rental Service Studio Pictures - Library Picture	\$	[*]
Rental Service Non-Studio Pictures	\$	[*]
 Download to Own:		
Download to Own Studio Pictures - First Run Picture	\$	[*]
Download to Own Studio Pictures - Library Picture	\$	[*]
Download to Own - Other Pictures	\$	[*]
Download to Own TV Program Pictures	\$	[*]

A) Movie Rental and Download Sold by Embarq Billing:

	Fee Due to Synacor	
<u>Rental:</u>		
Rental Service Studio Pictures - New Release Picture	\$	[*]
Rental Service Studio Pictures - Library Picture	\$	[*]
Rental Service Non-Studio Pictures	\$	[*]
 Download to Own:		
Download to Own Studio Pictures - First Run Picture	\$	[*]
Download to Own Studio Pictures - Library Picture	\$	[*]
Download to Own - Other Pictures	\$	[*]
Download to Own TV Program Pictures	\$	[*]

(e) Promotions, and Sales Incentives

- (i) One Month Free Promotion . Synacor agrees to provide a one-month free promotion each of the Variety, Education, and Games Premium Bundles as well as the Music Service, unless Synacor determines otherwise in its reasonable business judgment, upon 60 days prior written notice to Embarq, or unless Embarq chooses not to run the promotion.

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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- (ii) Sales Incentives. If, in Embarq's discretion, it chooses to run a sales incentive (e.g. a contest or spiff for Embarq customer sales representatives) to encourage the sale of each of the Premium Bundles, Synacor agrees to provide a mutually agreed amount of funds in support of such sales incentive. Any joint funding of other sales incentives will be as mutually agreed by the parties.

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**SEVENTH AMENDMENT
TO
CONTRACT ORDER**

This Seventh Amendment (this “Amendment”) dated as of the 12th day of May, 2009 (the “Amendment Effective Date”) is by and between Synacor, Inc. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. **COXX063016TPS** dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the Contract Order or Agreement (as the case may be).

Whereas , Synacor desires to make certain additional services available to Embarq; and

Whereas , Embarq desires to receive such additional services.

Therefore , the parties hereby agree to enter into this Amendment and agree to the following:

1. Embarq Complete Contacts and Single Sign-on.

1.1 **Section 2.17 and 2.18** . The following shall be added as Sections 2.17 and 2.18 of the Contract Order:

- 2.17. Embarq Complete Contacts . Synacor will develop a synchronization process to update the Embarq Complete Contacts network address book repository that is maintained by Embarq’s vendor partner, FusionOne, Inc. (“FusionOne”), with Users’ email address books from their MyEMBARQ.com E-mail account pursuant to the terms and conditions set forth in Exhibit 16.
- 2.18. Single Sign-on . Synacor will develop a process which synchronizes the usernames between embarq.com and myembarq.com so customers can seamlessly go between the two sites without having to log in separately pursuant to the terms and conditions set forth in Exhibit 16 . As part of such Services Synacor will link Synacor to Embarq’s Identity Management system so Synacor can access additional product information for the customers, enabling Synacor to allow user access to new products that will be integrated into the myembarq.com portal like Embarq Complete Contacts and Integrated Voicemail.

1.2 **Embarq Complete Contacts and Single Sign-on Addendum** . The Development Addendum attached hereto shall be added as Exhibit 16 of the Contract Order.

- 2. Scope of Amendment** : This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order effective as of the Amendment Effective Date. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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CONFIDENTIAL TREATMENT REQUESTED

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: VP - Finance

Date: 5/12/09

EMBARQ MANAGEMENT COMPANY

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Sourcing Specialist III

Date: 5/15/2009

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EXHIBIT 16 DEVELOPMENT ADDENDUM

If any provision of this Embarq Complete Contacts Addendum (this “Addendum”) conflicts with a provision of the Master Services Agreement or the Contract Order, the provision in this Addendum shall control. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Master Services Agreement or the Contract Order.

1. Service Description

Synacor will develop the following:

(a) a synchronization process to update the Embarq Complete Contacts repository that is maintained by Embarq’s vendor partner FusionOne (the “Embarq Complete Contacts”) with Users’ email address books from their MyEMBARQ.com Email account. Specific details of the Services to be performed for the Embarq Complete Contacts are set forth in the product requirement document (“PRD”) for the Embarq Complete Contacts which may be modified from time to time by mutual written agreement of the parties and the current version of which is attached hereto as Attachment 1.

(b) a process which synchronizes the usernames between embarq.com and myembarq.com so customers can go between the two sites without having to log in separately (the “Single Sign-on”). As part of the Single Sign-on, Synacor will also link Synacor to Embarq’s Identity Management system so Synacor can access additional product information for the customers, enabling Synacor to allow user access to new products that will be integrated into the myembarq.com portal like Embarq Complete Contacts and integrated voicemail. Specific details of the Services to be performed for the Single Sign-on are set forth in the Single Sign-on PRD which may be modified from time to time by mutual written agreement of the parties. A summary of the PRD for Single Sign-on is attached hereto as Attachment 2.

2. Configuration Services

Synacor shall provide Embarq with services as necessary to configure the integration of the Embarq Email address book provided through MyEMBARQ.com with the Embarq Complete Contacts (the “Configuration Services”). Configuration Services shall commence after (a) payment in full of the Integration Fee, and (b) approval of the PRD by both the parties and FusionOne.

3. Integration Fees

Embarq will pay Synacor the following non-recurring development fees (“Integration Fees”) for the development of the project described in the Seventh Amendment to this Contract Order; representing [*] for Single Sign-on and [*] for Embarq Complete Contacts.

Single Sign-on	[*]
Embarq Complete Contacts	

Integration Fees will be paid 50% upon execution of the Seventh Amendment to this Contract Order and 50% upon acceptance of the relevant service in accordance with the acceptance provision in Section 4 below. If Embarq terminates this Amendment after Testing and Deployment commences, per Attachments 1 and 2 to Exhibit 16, Embarq shall be responsible for payment of all fees associated with the activities/Deliverables performed up to the date of termination, total costs for the project not to exceed [*] .

Attachment 1 to Exhibit 16 - Page 1

[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

4. Acceptance

(a) Acceptance of Embarq Complete Contacts . Upon the initial delivery to the test environment of any product associated with the Embarq Complete Contacts project, the parties shall test the product as indicated in Section 4.3 of Attachment 1, and determine, in good faith, whether the product substantially complies with Attachment 1 to this Addendum (the "ECC Testing Period"). In the event it is determined that the product does not materially comply with Attachment 1 during the ECC Testing Period, Client will provide written notice thereof to Synacor including details regarding the manner in which the product does not so comply, and Synacor will modify the product to be in material compliance with Attachment 1. In the event Synacor is unable or unwilling to correct the product to be in compliance with Attachment 1, Client may return the product, and as its sole remedy, be relieved of any requirement to pay the final payment due hereunder for such product and receive a refund of the initial payment of Integration Fees for such product. In the event the ECC Testing Period has expired, and Client has not communicated to Synacor that the product does not substantially materially comply with Attachment 1 within 5 calendar days of the end of the ECC Testing Period, acceptance will be deemed to have occurred.

(b) Acceptance of Single Sign On . Upon the initial delivery to the test environment of any product associated with the Single Sign-on project, the parties shall test the product as indicated in Section 4.3 of Attachment 1, and determine, in good faith, whether the product substantially complies with Attachment 2 to this Addendum (the "SSO Testing Period"). In the event it is determined the product does not substantially comply with Attachment 2 during the SSO Testing Period Client will provide written notice thereof including details regarding the manner in which the product does not so comply, and Synacor will modify the product to be in substantial compliance with Attachment 2. In the event Synacor is unable or unwilling to correct the product to be in compliance with Attachment 2, Client may return the product, and as its sole remedy, be relieved of any requirement to pay the final payment due hereunder for such product and receive a refund of the initial payment of Integration Fees for such product. In the event the SSO Testing Period has expired, and within 5 calendar days of the expiration of the SSO Testing Period Client has not communicated to Synacor that the product does not substantially comply with Attachment 2, acceptance will be deemed to have occurred.

5. Warranty

For the avoidance of doubt, the warranty provided in Section 7.1(b) of the Agreement shall apply to the Services provided under this Development Addendum.

6. Support

Synacor will make support services available to Embarq for the testing of the Embarq Complete Contacts and Single Sign-on in accordance with the incident management and customer care escalations included in the Service Level Agreement attached to this Contract Order as Exhibit 8.

7. Proprietary Rights.

To the extent the Attachments include development of a technical integration between the Services and Embarq's systems ("Integration Development"), Synacor hereby assigns the Integration Development to Embarq including any patents whether filed or pending, or potential applications for patents, trade secrets, copyrights, trademarks, trade names and all other similar intellectual property rights in or to the Integration Development. Synacor will promptly disclose the Integration Development and will take all necessary additional steps, if any, to assign its ownership to Embarq. Synacor will use reasonable efforts to assist Embarq in securing intellectual property protection for the Integration Development. Synacor Personnel are and will be subject to agreements that secure Embarq's rights under this subsection. For the avoidance of doubt, to the extent Synacor provides products or services under the Attachments other than Integration Development (including but not limited to Zimbra Zimlet, SyncML, Java Scripting, and AJAX & Lite Client), integrates with third party products (including but not limited to products provided by Zimbra and FusionOne), or uses any of its existing technology, in performing its obligations hereunder, the parties hereby agree that such services and products shall be considered Services for purposes of the Agreement, and as such, except for the limited rights and licenses expressly provided herein and in the Agreement, Synacor shall retain all right, title and interest therein.

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**ATTACHMENT 1
TO
EXHIBIT 16 - DEVELOPMENT ADDENDUM**

1. Embarq Complete Contacts Project Description

1.1 Product Summary

The Embarq Complete Contacts is a repository of addresses originating from multiple devices including the wire line network, wireless network, webmail and other mail clients. The Embarq Complete Contacts Central Repository will be created and maintained by Fusion One. The purpose for creating Embarq Complete Contacts is to put all the contact lists that a consumer may have in one location for access by multiple devices. The intent of this initiative is to implement in a phased approach starting with applications that would provide the most value to the Embarq customers.

Synacor is responsible for integrating the Zimbra AJAX webmail client contact list into the Fusion One Embarq Complete Contacts book and managed by the Embarq IDM. Synacor will utilize the Zimbra Technology to create a network address book Zimlet for the user to perform a self-initiated sync. The primary function of the network address book Zimlet is to sync the webmail contact list to the Embarq user's Embarq Complete Contacts. The user initiated sync will exchange contact list modifications, deletions and additions between the Synacor webmail interface and the Fusion One Embarq Complete Contacts book.

There are several dependencies to this project since Embarq will be collaborating with several other vendors. Synacor will be working directly with Embarq and Fusion One.

1.2 Business Context

Embarq has contracted Synacor to be a part of this major integration through agreeing to the terms set forth in the Seventh Addendum to the Contract and approvals for this PRD (Project Requirement Document).

Synacor will only develop this product for the AJAX webmail client. We will not develop this technology for the lite client. Below you will find a graph with statics to support our decision to only develop this network address book product for the AJAX client.

[*]

Attachment 1 to Exhibit 16 - Page 4

**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

2. Synacor Scope of Work

2.1 Project Details

The Project Features within this document serve to support the Embarq webmail user, the Fusion One Embarq Complete Contacts product and the Embarq Management Interface.

The features for the Embarq Complete Contacts project to support the Zimbra webmail client will be developed for the Zimbra 5.0.x release. The Zimlet technology is only available in the AJAX client so Synacor will not be modifying the lite client Embarq skin. Each Zimlet feature Synacor implements will be specifically for the AJAX webmail client.

Synacor provided a testing interface for Embarq's usability testing on May 19, 2008. This interface resided on the demo.dev.synacor.com server and simulated the functionality of the following: Load Zimlet, Sync Functionality, and Help hover.

R2.1.1 Interfacing with Fusion One – Synacor will be syncing to Fusion One using the SyncML 1.2 protocol. This interface will require Synacor to implement a SyncML 1.2 solution to support Zimbra as an end user device. Synacor will implement an existing SyncML library and extend upon it for this project. Synacor will use the following: Account Number, PNID#, Device Type, Device ID to identify the user/end point for the sync with Fusion One.

R2.1.2 Interfacing with Embarq SSO/IDM – Embarq will be hosting the management interface for the Embarq Complete Contacts System. The Administrative user will designate what sub account will be matched to what Embarq Complete Contact book. There are specific points that we would like to address and are required in order for this project to be successful:

- Synacor will communicate with Embarq IDM with specific credentials for the end user. Synacor will use the Device ID which will be unique for each user and the Account Key (Combination of 13-Digit Billing Telephone Number and 10-Digit Working Telephone Number) which is a unique account number.
- Synacor will receive information from the Embarq IDM system for each myembarq.com user that has the Embarq Complete Contacts feature as part of their service. Synacor will find out the name of the Embarq Complete Contacts book they have access to.

Authentication for Embarq IDM has been determined and will be further discussed in the TRD (Technical Requirements Documentation).

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R2.1.3 Network Address Book Zimlet – A Zimlet allows Synacor to integrate other features into the webmail interface. In this case a Zimlet will allow Synacor to create an interface for performing a sync of the user's Embarq Complete Contacts within the webmail interface. This Zimlet will be located in the webmail Address Book toolbar and the webmail WebApps directory on the left side of the webmail interface. Both will launch the Zimlet window. Because this zimlet is being added to the Class of Service of the webmail system it will be available to all end users. The Name of the Product is "EMBARQ Complete Contacts" and this will be shown as the name of the Zimlet and the name within the title bar of the zimlet.

If an end user does not have EMBARQ Complete Contacts configured for their account and launches the Zimlet they will be presented with the following error (proper wording for the error to be determined by Embarq):

"Sorry, you are not currently subscribed to this feature. Please click here to learn more." All field names, text and error messaging for this project will be approved by Embarq.

By selecting "learn more" the user will be taken to an Embarq landing page in a new browser window that will give them more information about EMBARQ Complete Contacts and its features. This information page will have a sales message for the product and will be created by Embarq; it will include all of the appropriate Embarq contact information.

The Zimlet will display the title bar, a Help Icon, EMBARQ Complete Contacts Name, Last Sync Date, 'Manage' button (to launch Embarq.com interface or the PIM interface for the end user TBD), 'Sync Now' button, and a 'Cancel' button. The Zimlet will launch from double-clicking.

R2.1.3.1 Zimlet Right Click Functionality (Right click – single click on menu item)

- **Launch** – This will open/launch the zimlet window in the webmail interface.
- **Sync Now** – This is a one-click option for the user to select and immediately begin syncing. The zimlet window will open on the preparing to sync screen.
- **Manage Account** – This will open a new browser window with Embarq.com if the user is an admin user for embarq.com it will open to their account (once SSO is established) if they are not an admin user then the appropriate pages will be displayed (Need direction from Embarq)
- **Manage EQ List** – This will open a new browser window into the PIM interface (Fusion One) with the user logged on.

R2.1.3.2 Hot Keys – If the Zimlet is launched and the user hits enter, the 'Sync Now' process will begin.

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R2.1.3.3 Title Bar – This will be the name of the EMBARQ Complete Contacts Zimlet. This name will also be displayed in the Address Book tool bar and the Webapps directory.

R2.1.3.4 Help Icon “?” – The help icon will open an information dialogue box and will contain basic information EMBARQ Complete Contacts. The dialogue box will open as a hover box when the mouse is over the icon. This help information will be provided and approved by Embarq. (Suggestion below)

Embarq Complete Contacts – This is the name that has been configured for your personal/private address book through embarq.com

Last Sync Date – The date displayed is the last time you sync’d your webmail contact list to your personal/private address book.

Sync Now – To sync your webmail contacts with your personal/private address book you have to press this button to perform the sync.

Customer Service – please contact Embarq at ###.###.#### if you are having problems syncing your webmail contacts to your personal/private address book.

R2.1.3.5 Embarq Complete Contacts – The Embarq Complete Contacts field will display the name of the Embarq Complete Contacts book the user has configured through the Embarq.com Management Interface.

R2.1.3.6 Last Sync Date – This is the date of the last user initiated Sync with Fusion One. There will be no system initiated sync at anytime for this project, only user initiated. (This information will be displayed in the ISP Account Manager).

R2.1.3.7 Manage – This Manage button will launch the Embarq.com interface or the PIM interface for the end user in a separate browser window. Synacor will direct the user to an Embarq interface and Embarq will determine the status of the user and what to present to them. Embarq will provide to us a URL and any other information that is needed (i.e. a token)

R2.1.3.8 Sync Now – (ref. Appendix A and B for more information on flows) This is a manual sync button within the EMBARQ Complete Contacts Zimlet which will allow the user to sync their Zimbra contact updates to the Fusion One Embarq Complete Contacts Book. The sync button is what will begin the user initiated sync processes for the end user to update the Embarq Complete Contacts Central Repository (hosted by Fusion One). This feature/action will need to be effectively communicated to the end user through product information and marketing updates so the end user knows in order to sync their webmail contact list to the Embarq Complete Contacts product they must select this button to complete the action of a manual sync. There are several actions taking place during the “Sync Now” performance, we will be using SyncML to send any additions, modification or deletions to Fusion One.

When the “Sync Now” button is selected the end user will see an image with the following displayed “Syncing Now” to alert the user that the system is now connected to Fusion One and syncing their contact list.

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- If this is the first time the user has requested a sync to their Embarq Complete Contacts product Synacor will perform a Slow Sync with Fusion One, which involves syncing the user's entire Zimbra address book with the Embarq Complete Contacts.
- If the user has synced to Embarq Complete Contacts before Synacor has stored the sync date as well as the contact data that was synced within a table for the Embarq Complete Contacts. Synacor will make a call to Zimbra to produce a list of contacts that currently exists within the webmail interface. Synacor will build a list of contacts that needs to be synced to the Embarq Complete Contacts. Included in this list are only contacts that have been modified, added or deleted since the last sync.

Syncing ... The webmail system will begin syncing the appropriate information to Fusion One.

An animated clock image will be displayed next to the message "Syncing..." so the end user can be aware that the system is currently processing their request for the sync.

All of the data gathered during the "Preparing to sync" session will be built into a SyncML message that will be sent to Fusion One. The proper credentials and authentication will need to be passed in order to establish the connection. As Synacor is sending information to Fusion One, we are also able to update the Zimbra webmail contact list with any modifications that have been made within the Fusion One Embarq Complete Contacts Central Repository. Fusion one will handle all of the logic to determine what gets deleted, added, or changed. Once the sync is complete Synacor will save the last sync time and the contact data (IDs) that have been synced.

Sync completed successfully . The webmail system will display to the end user that the sync is complete and was successful.

R2.1.3.9 Retry button – In case there is a problem with Synacor connecting to Fusion One there will be a Time Out limit set to 30 seconds.

Upon the first fail we will present a retry button with a message that states "Your Sync has failed. Please try again." When the user selects retry, and the sync is not successful but fails again, a second error message will display and the retry button will be removed. The second error message will be "Your sync has failed, we apologize for any inconvenience. Please try again in a few minutes."

R2.1.3.10 Close – Selecting close will simply close the zimlet and the dialogue box. The user will be able to access the zimlet at any time from the Address Book toolbar or the WebApps directory.

R2.1.4 Email Component or MyEmbarq.com User Management – *Manage Embarq Complete Contacts* button will reside within the current MyEmbarq.com email component. This Manage button will be a duplicate of the Manage button within the Zimlet and will launch the Embarq.com Interface in a separate browser window. This button will only be displayed if the user's role is HOH. If the user does not have Embarq Complete Contacts associated with their account, this button will link to an information page providing the user with a sales message for the product. Embarq will create this page.

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R2.1.5 Reporting – Synacor will add sync logging to an internal reporting mechanism which will keep a detailed error log for Synacor to access at anytime.

R2.1.6 Fusion One Plug-in – Fusion One will be creating a custom-made Plug-In for Embarq. Embarq will provide to their end users that access email through POP an Embarq Complete Contacts plug-in to use with their mail client to sync their contact list. Synacor will not be integrating this product. We will simply be providing a link to the plug-in in an appropriate area on the portal so POP users can access it. Our recommendation to Embarq is to not advertise this option to their end users. Embarq and Synacor should be marketing to end-users the benefits of webmail since it is a revenue generating product, and we want more people to use webmail versus POP.

R2.1.7 Addition to Portal Directory – Synacor will add a sub menu under “My Account” that states *EMBARQ Complete Contacts*. This will link to one of the following:

- Embarq.com – for management of EMBARQ Complete Contacts
- PIM interface Login – for the individual that is logged into the portal at the time.

R2.1.8 Marketing Services – This product will require some promotions, Banners and spotlight ads on the portal at MyEmbarq.com. These ads will be strictly promotional; they will provide the user with features and benefits of this product along with contact information for customer service. The contact will be for more information or assistance with the product.

R2.1.9 ISP Account Manager – The ISP Account Manager is a tool provided by Synacor for Embarq Customer Services Teams and Synacor TSS. It provides all account, email and premium service information per account and per user. We will include in the ISP tool information for each user that has configured for their account an Embarq Complete Contacts product. We will add a new module labeled “*Embarq Services*”. For this project the service displayed will be:

EMBARQ Complete Contacts – enabled/disabled

Last Sync Date: April 1, 2008 3:45pm (successful/unsuccessful)

- Enabled: The end user has Embarq Complete Contacts configured for their user account.
- Disabled: The end user does not have Embarq Complete Contacts Configured
- Successful: The end user initiated a sync and there were no communication problems
- Unsuccessful: The end user initiated a sync and there were some unknown communication problems

* If EMBARQ Complete Contacts is deactivated for the account or the end user for any reason the ISP Manager will display “disabled”

R2.1.10 Support Page – all EMBARQ Complete Contacts documentation will live on the Embarq.com page. However, the Support Page for MyEmbarq.com will have a EMBARQ Complete Contacts Category. This category will be a link and it will perform one of two actions:

- Link to the Embarq.com support page
- Link to the EMBARQ Complete Contacts PDFs – which will be designed and hosted by Embarq.

R2.1.11 Server Notifications – This section is provided by the Fusion One Integration Guide

Figure 1. Automatic Sync Initiation by End Point

The Fusion One Synchronization Platform has the ability to alert end points by sending them notification messages over the network. Such end points will typically be partner end points but could also be public end points such as mobile phones which can be reached by SMS, or email clients that can be notified by email. Having received such an alert, an end point is expected to automatically start a synchronization session with the Fusion One NAB service. This mechanism is useful in automatically propagating address book changes from one end point to the rest, but it requires the end point to have the ability to listen for and receive network notifications and react accordingly. A standard method for doing this – Server Alert Sync Notification - is provided in the OMA DS specification. However that is a binary format designed for SMS bearers in mind and therefore may be cumbersome to implement in the internet world. Therefore Fusion One will propose an improved alternative notification protocol specification shortly.

R2.1.11.1 Notification Listener at End Point

End Points that will support server alerted sync notification **MUST** provide a listener to receive MPB generated sync notifications. In the case of partner end points, the notifications will be transported through the VPN tunnel between Fusion One datacenter and partner.

R2.1.11.2 Limited Sync Occurrence Scenarios

End point **MUST NOT** initiate a SyncML session based on schedule or any other activity outside of the scenarios listed above.

R2.1.11.3 Pre-negotiated Sync Occurrence Scenarios

Each End Point vendor **MUST** communicate apriori to Fusion One, the sync methods its end point will use. There is no formal End Point certification process but Fusion One **MUST** have this information in order to appropriately size its system.

Figure 2. Notification Initiated Sync

2.2 Performance Requirements

This project will not require any additional hardware. This project is made up of a series of database and API calls. Most of the work will be performed in the sync with Fusion One which will consume minimal resources within Synacor. These resources are within Zimbra which are not connected to the portal. All of the calls are user initiated.

For all connections to Fusion One our time out limit will be 30 seconds. Each error will be logged within a NAB error log.

Synacor will determine if there is an issue with the connection and will take the appropriate steps to rectify it and following existing Service Level Agreements under existing C.O.XX063016TPS, Exhibit 5, Section 6. Synacor will contact the Embarq 24 x 7 Helpdesk at 1-877-726-435. They would open a ticket, assign a priority, and engage Outage Management if the ticket is a Priority 1 or Priority 2.

Embarq and Fusion One will need to ensure Synacor that their web services are always available and that their authentication credentials will not change, if any change is made or is necessary Synacor is requiring a notification of change 30 days in advance. With this advance notice we will be able to make the necessary changes and make them live within one of our release windows.

EMBARQ Complete Contacts is functional only to subscribed users. Only those customers that subscribe to EMBARQ Complete Contacts, which could be high speed internet customers or non-high speed internet customers will have access to the EMBARQ Complete Contacts. Of the users that have purchased Embarq Complete Contacts, the only time there will be any heavy performance hit is when the user decides to initiate sync. The only automatic action that happens is when the Embarq Complete Contacts Zimlet loads. When the Zimlet loads Synacor will be querying the EMBARQ IDM to see if the user has access to Embarq Complete Contacts.

2.3 Quality Requirements

This project must meet all of the requirements put forth in this document. The product look and feel must be identical to the mockups. The mockups have been designed by Synacor and will be approved by Embarq.

All features and functions must be unit tested and approved by the Synacor QA department and Embarq as set forth in Section 4.3 of this Attachment 1 to Schedule 16 before this product will be released to live.

2.4 Test Requirements

The Embarq Complete Contacts Zimlet has to work with both Fusion One and with EMBARQ IDM. Testing of the Zimlet will be successful when it syncs the Zimbra webmail contact list with the Fusion One Embarq Complete Contacts book, as well as the Fusion One Embarq Complete Contacts book with Zimbra webmail again.

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Two Syncs must be tested:

- Initial sync (first time use)
- Subsequent sync (after modifying, deleting, and adding contacts)

Synacor will be coding the ability to turn the product “on” or “off”. That means even though we have the ability to use the product on production servers it will not be accessible or even visible until we are ready to turn it on.

For end-to-end testing Synacor will create “special” users for testing that can see the product but still not have it turned on for all of Embarq. Actions to create “special” users:

- create an account via user_create API
- login to Zimbra Admin and add the NAB Zimlet to the specific user account we just created

2.5 Service Level Requirements

The EMBARQ Complete Contacts Zimlet within the webmail interface must always be available to users with EMBARQ Complete Contacts. The Zimlet will not be available to users that are not provisioned for EMBARQ Complete Contacts via EMBARQ.

2.6 Technical Support Services Requirements

Any Sync errors that occur will need to be logged by Synacor in a NAB error log. The Technical Support Services (TSS) department or an assigned Synacor employee will have access to these logs if reporting is requested by Embarq.

Synacor will require documentation for Escalation Paths and Processes for Support purposes. Synacor will also need to understand the mode of communication/notification if there is a problem with Fusion One. Synacor will have to be included in any communications regarding problems with Fusion One, IDM, SSO and Embarq.com (myservices).

2.7 Documentation Requirements

- Fusion One API documentation
- Synacor SyncML integration documentation

2.8 Training Requirements

Synacor will use this PRD as well as EMBARQ promotional materials to familiarize the appropriate departments with the product.

2.9 Other Requirements including Metrics and Analytics.

No other requirements that we are aware of at this time.

3. ***Assumptions, Dependencies, Constraints***

3.1 **Assumptions**

We are assuming that EMBARQ IDM and the Fusion One web services are always available and that authentication credentials will not change at anytime. If any change is made or is necessary Synacor is requiring a notification of change 30 days in advance. With this advance notice we will be able to make the necessary changes and make them live within one of our release windows.

3.2 **Dependencies**

The dependencies for this project follow below:

- EMBARQ IDM project completed (includes the Embarq Management Interface for the customer to manage their usernames and assign product access).
- Fusion One Embarq Complete Contacts Integration completed
- Correct mapping of the MyEmbarq.com users and the Embarq.com users.

Single Sign On – Embarq and Synacor are developing the capability of single sign on across myembarq.com and embarq.com properties pursuant to Attachment 2 of this Amendment. This will help create the link between the usernames in both spaces myembarq.com and embarq.com. The Embarq.com Interface and the IDM system will be the source of relationships between the usernames.

3.3 **Constraints**

No constraints that we are aware of at this time.

4. ***Deliverables and Receivables***

4.1 **Deliverables**

This project requires a TRD (Technical Requirements Document) and a Self Test Specification. Synacor delivered to Embarq on 5/19/2008 a test interface that simulated partial functionality of the Zimlet. This test interface simulated the synchronization process between the Embarq Complete Contacts Zimlet and FusionOne's system.

4.2 **Receivables**

Embarq Information Technology:

- IDM – WSDL or parts of the WSDL that Synacor will need to understand the authorization process.

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- IDM – Test accounts that are provisioned with Embarq Complete Contacts and the contact list that is associated with this user (also provisioned in Fusion One). Synacor will need test cases that cover the various user scenarios.

Embarq Product Development and Project Management:

- Product Marketing Materials that will be used for MyEmbarq.com.
- Product Training materials and documentation that will be necessary for support.
- Approval on all error messages discussed within this PRD.
- Approval of Wording within the interface.
- Name of the Zimlet that will be displayed in the Address Book toolbar, the web apps directory and on the title bar of the Zimlet.
- The sales/marketing landing page to learn more about the Embarq Complete Contacts Feature
- The error if the user has not purchased Embarq Complete Contacts.
- The information that should be displayed for the “Help (?) icon” on the zimlet.
- Support Documents, Contact information for Embarq Complete Contacts Support, escalation paths and processes for the product.

Embarq E-Commerce:

- User flow information for Embarq.com – Embarq Management Interface
- Approval/Sign-off of this Product Requirements Document

Fusion One:

- SyncML server location (URL or IP)
- A list of supported fields for syncing.

4.3 Testing and Deployment

Embarq will provide reasonable target dates for the following milestones to Synacor at least 45 days prior to the date for the first milestone and Synacor shall use commercially reasonable efforts to meet the development, testing, delivery and deployment dates as provided by Embarq, provided however, that if Synacor objects to the target dates upon receipt from Embarq, the parties will negotiate mutually agreeable dates.

Milestones:

1. Code Delivery: code developed under this Exhibit is locked and delivered/available to Embarq for QA and UA testing purposes
Timing : thirty (30) days after receipt of SAML Artifact Delivery from Embarq.

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2. QA/UA Testing: Both parties shall participate in QA and UA testing. The technical support commitments included in Attachment 3 of this Exhibit 16 – Development Addendum shall apply to the QA and UA testing.
Timing : Immediately following code delivery.
Duration : 7 Weeks.
3. Deployment Delivery: Synacor delivers the Products under this exhibit to Embarq for deployment
Timing : upon completion of testing.
Duration : Five (5) days.
4. Deployment: Both parties participate in the deployment of the Products under this Exhibit.
Timing : Upon completion of Deployment Delivery.
Duration : Two (2) days.

Embarq will provide the necessary deliverables and meet the key marketing milestones set forth below at least 45 days prior to the proposed date for Synacor's code lockdown for launch, and meet key technical milestones at least 30 calendar days prior to the proposed date for Synacor's Code Delivery milestone above; The code developed under this Exhibit is locked and delivered/available to Embarq for QA and UA testing purposes indicated above.

Technical Milestones:

1. SAML Artifact Delivery: detailed descriptions and examples of Embarq's implementation of SAML artifacts. Synacor will need to see items such as encryption application, keys, passwords, etc.
Timing: at least 30 days prior to the proposed date for Synacor's Code Delivery milestone above.
2. Provide Access to Embarq testing environment
Timing : consistently throughout testing.

Marketing Milestones:

- The look and feel of the login page that a MyEmbarq customer will get to in the linking flow.
Timing : At least 45 days prior to the proposed date for Synacor's code lockdown for launch
- All approved marketing and training associated with Network Address Book.
Timing: at least 45 days prior to the proposed date for Synacor's code lockdown for launch

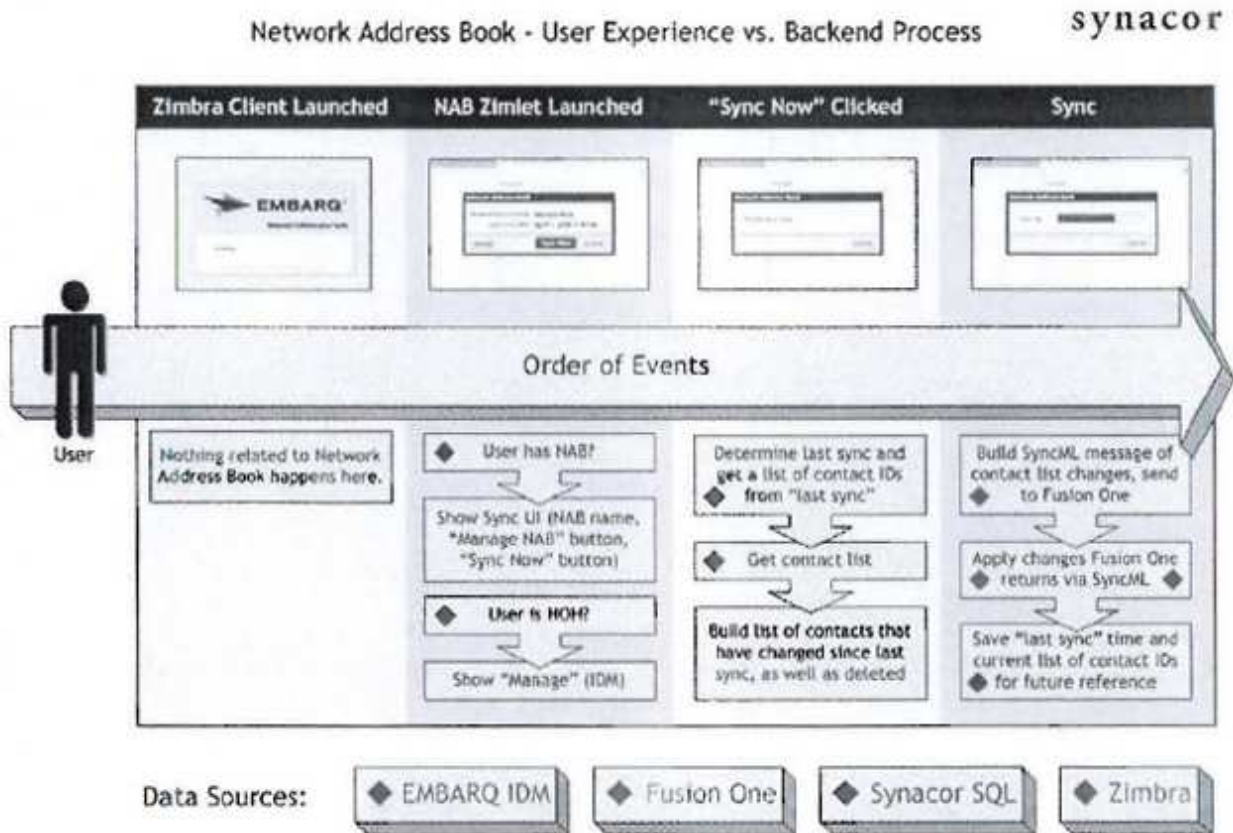
5. Glossary

Define all terms and acronyms required to interpret the PRD properly.

<u>Term or Acronym</u>	<u>Definition</u>
PRD	Product Requirements Document
Embarq.com	End User management system.
IDM	System that Embarq is developing to allow users to designate how users in myembarq.com tie to user within embarq.com and where authorities lie.
AJAX	Asynchronous JavaScript and XML. It is a group of inter-related web development techniques used for creating interactive web applications.
AJAX webmail client	The Zimbra "Enhanced" email
HTML webmail client	The Zimbra "Lite" email
NAB	Network Address Book
NID	Network Address Book ID
SSO	Single Sign On
HOH	Head of Household
IDM	Identity Management System
WSDL	Web Service Definition Language, it describes the APIs
TSS	Technical Support Services
POP	POP Users are users that access their mail with POP through a mail client, instead of through the webmail client that is accessed through MyEmbarq.com

6. Appendices

Appendix A: This is a visual representation of what the user experience is for the Embarq Complete Contacts webmail feature as well as what is taking place in the back end. Each action has an owner or a data source for where the information is coming from and that is explained in the legend.



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Appendix B: Estimated Project Hours

<u>TASK</u>	<u>HOURS</u>
Specification	[*]
Design	
Development	
Testing	
Release	
Bug Fix	
TOTAL	

Attachment 1 to Exhibit 16 - Page 18

[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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ATTACHMENT 2 TO EXHIBIT 16 – DEVELOPMENT ADDENDUM

Single Sign-On Project Description

Section 1. Overview

1.1 Product Summary

Provide an overview of the product.

The Single Sign On project with Embarq is intended to sync the usernames between embarq.com and myembarq.com so customers can seamlessly go between the two sites without having to log in separately. Additionally, this project will link Synacor to the Embarq Identity Management system so we can access additional product information for the customers, enabling Synacor to allow user access to new products that will be integrated into the myembarq.com portal like EMBARQ Complete Contacts and Integrated Voicemail.

1.2 Business Context

Describe the Business Context or driver for this PRD.

⇒ This initiative will provide an overall better customer experience in addition to enabling Synacor to better be able to target messaging and product information to customers on myembarq.com by knowing more about the customer and what products they already have. With this ability to do more direct targeting the parties are expecting a higher cross-sell capability through myembarq.com.

Section 2. Synacor Scope of Work

2.1. Username syncing

Synacor will be changing the Username Management and registration processes for Embarq so that when a username is added or deleted that it makes an API call to Embarq's IDM to add or remove that email address. Additionally since Embarq keeps track of the customer's first and last name, if those values are changed in Username Management, an API call will be initiated to Embarq's IDM to update the first or last name.

2.2. Change the inactive username deletion script to call Embarq IDM

The current script that deactivates users after 6 months of being suspended will be updated to call Embarq's IDM via API to also remove the email address being deleted from IDM.

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2.3. Change the logged in links to all the EQ apps

Every Embarq.com application that will require SSO must go through an SSO redirect script that is created in 2.5. In a logged out state, the links on the portal to these applications should go to the application itself. In a logged in state, the links should all go through the SSO redirect script.

2.4. Create login page for linking process

Synacor is creating a login page with the look and feel of Embarq's username linking application that will be used in the middle of the linking flow. After a customer logs in with an EQ.com username and password and attempts to traverse to the portal, they are sent into the linking flow provided that the username is not already linked to a portal. To link an account it sends the customer to this login page, which will have an email address and password prompt. There are also 3 buttons: Login, Not now, and Never link. The Login button will submit the login form and validate the credentials. If successful, the user is redirected back to EQ.com in the linking application with some signed/encrypted GET parameters validating that the authentication succeeded and giving the EQ.com linking flow the email address that was logged in. If the customer clicks "Not now", the customer is sent back to the linking flow and eventually to the portal logged out. If the customer clicks "Never Link", the customer is sent back to the linking flow and eventually to the portal logged out. Such user should not see the linking flow again.

2.5. SSO redirect for EMBARQ.com applications

Synacor creates a redirect script or "exit page" for leaving the myembarq.com site and traveling to an Embarq.com application in a logged in state. This redirect should only be used by logged in users. If the user is not logged in, it will send them to the login page for MyEmbarq with a bounce to link back to the redirect script so that after login the customer will be sent directly to the EQ.com application.

2.6. Add SSO landing page for traveling to MyEMBARQ from EMBARQ.com

Synacor will build an "entrance page" for the portal so that users traveling from an Embarq.com application in a logged in state get dropped off at this page. This page will log in the customer and send them to the portal.

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- 2.7. Account number changes in admin tool need to call, delete, and create API calls

Synacor will change the Admin tool that we have for MyEmbarq.com customers so that changing a customer's account number calls Embarq's IDM via 2 API calls (call to delete user, call to add user).

- 2.8. Change parental controls to call "UpdateMyEQIdentity" API when permission scope is changed

Synacor will change the parental controls section so that changing a customer's admin / non admin status calls Embarq's IDM via API call.

Section 3. Appendices

- 3.1. Level of Effort Assessment

<u>TASK</u>	<u>HOURS</u>
Specification	[*]
Design	
Development	
Testing	
Release	
Bug Fix	
TOTAL	

Attachment 1 to Exhibit 16 - Page 21

[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

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ATTACHMENT 3
TO
EXHIBIT 16 - DEVELOPMENT ADDENDUM

Vendor will provide reasonable technical support for the duration of ECC Testing Period.

- Such support will include email and phone support to designated individuals during Embarq project work hours which will be determined by the Embarq project team and could be modified due to schedule and/or defect resolution.

Embarq testing results are tracked internally. The vendor will provide updates to test cases and results for each testing level or phase by working with an Embarq testing team representative.

- Defects will be tracked internally by Embarq. The vendor will provide updates for the defect status for each testing level or phase based on severity as listed below:

<u>Severity</u>	<u>Definition</u>	<u>Targeted Response Time</u>	<u>Targeted Resolution Time</u>	<u>Status Updates in Quality Center or to ITA</u>
1	<ul style="list-style-type: none">• System/Application is down and or• All testing is stopped and cannot proceed.	Within 30 minutes. <i>(Problem resolution must be "in-progress" within 30 minutes of actual response time.)</i>	Once proven that this is a Synacor system issue Synacor will provide effort to get resolution which will include at the minimum, continuous work from 8:00 A.M. to 5:00 PM CST unless the release support hours dictate otherwise as agreed to by both parties.	Every 2 hours

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2	<ul style="list-style-type: none">Critical functionality is blocked with no work around. <p><i>Critical functionality is defined as “Order Entry, Provisioning, Billing, Service Assurance and Reporting”</i></p> <ul style="list-style-type: none">Critical business process unavailable with no work around in place.Major functionality not operating per the business rules. Processing occurring, but substantial queuing exists affecting performance/response time (for load and performance testing)	Within 30 minutes (Problem resolution must be “in-progress” within 30 minutes of actual response time.)	Once proven that this is a Synacor system issue Synacor will provide effort to get resolution which will include at the minimum, continuous work from 8:00 A.M. to 5:00 PM CST unless the release support hours dictate otherwise as agreed to by both parties.	Every 4 hours
3	<ul style="list-style-type: none">Processing occurring, but substantial queuing exists affecting performance/response time.Critical business process unavailable with a work around in place. <p><i>Critical functionality is defined as “Order Entry, Provisioning, Billing, Service Assurance and Reporting”</i></p> <ul style="list-style-type: none">Major functionality not operating per the business rules.	Within 30 minutes (Problem resolution must be “in-progress” within 60 minutes of actual response time.)	Continuous work from 8:00 A.M. to 5:00 PM CST unless the release support hours dictate otherwise as agreed to by both parties.	Daily

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<u>Severity</u>	<u>Definition</u>	<u>Response Time</u>	<u>Resolution Time</u>	<u>Status Updates to TDM</u>
4	<ul style="list-style-type: none">Tracking items and troubles considered not immediately operationally or call processing impacting with agreed upon interval to fix beyond 24 hours.Problems causing a minimal impact to the business function and customer. Business impact justifies timely resolution to minimize future impacts, and resources should be allocated to work the problem in accordance with normal managerial planning and prioritization process.Cosmetic in nature	An ETC should be provided within one week of ticket creation.	Work to resolution before the software implements or issue is mitigated with business approval to implement unresolved.	Weekly

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EIGHTH AMENDMENT
TO
CONTRACT ORDER

This Amendment (“Amendment”) dated as of the 11th day of August, 2009 (the “Amendment Effective Date”) is by and between SYNACOR, INC. (“Synacor”) and Embarq Management Company (“Embarq”) under which the parties hereto mutually agree to modify and amend as follows the Contract Order No. COXX063016TPS dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Contract Order”), which was entered into pursuant to the Master Services Agreement between the parties, dated December 4, 2006 (including the exhibits, schedules and amendments thereto, the “Agreement”). Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Contract Order or Agreement as the case may be.

Whereas, Synacor desires to make certain additional Services available to Embarq;

Whereas, Embarq desires to receive such additional Services; and

Therefore, the parties hereby agree to enter into this Amendment and agree to the following:

1. **Definitions** – Section 1 of the Contract Order shall hereby be amended to add or replace the following definitions (as appropriate):

“Activated Business User” shall mean any Business User that has subscribed to any one or more of the products or services in the Business Pack. Once an Activated Business User has subscribed to a product or service, such User shall remain an Activated Business User throughout the Activated Term.

“Activated Term” shall mean a period consisting of:

- (i) an initial twelve (12) months from the date a Business User becomes an Activated Business User of the initial product or service subscribed to within the Business Pack even if such User was not an Active Business User within such timeframe, plus
- (ii) an automatic renewal:
 - a. on a monthly basis for customers of either Business Vanity Collaboration Suite or Moonfruit Premium Website Services that have been Active Business Users of either of such products in the prior consecutive three months, or
 - b. on a twelve (12) month basis for Active Business Users of eNOM, even if such customer is no longer an Active Business User of the other products in the Business Pack, and even if such customer terminates its domain registration through eNOM during such 12 month period.

Automatic renewal of the Activated Term for a given customer will not occur if the relevant customer has been terminated from all services provided by Embarq.

“Active Business User” shall mean any Activated Business User that has used the applicable product or service within a given month. For purposes of this Amendment, it will be determined whether the applicable product or service has been used based on the following criteria:

- (i) For the Business Vanity Collaboration Suite: Customer will be considered to have used the product if such customer has a configured Zimbra Collaboration Suite to use a vanity domain.

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- (ii) For Moonfruit: Customer will be considered to have used the product if such customer has built a User Website and such user website has shown activity during a calendar month as evidenced by (1) the user making a change or modification to the user website, (2) visitor traffic to the user website.
- (iii) For the eNOM Domain Name: Customer will be considered to have used the service once such customer has registered a domain through eNOM until the end of the Activated Term during which such customer terminates the domain registration.

“Business User” shall mean any Embarq business customer that is a User (as such term is defined in the Contract Order).

“Pre-existing Business Pack User” shall mean any Business User that subscribed to a Business Pack prior to the Effective Date of this Amendment under the terms and conditions of the Agreement as they existed prior to this Amendment. Pre-existing Business Pack Users shall be considered Activated Business Users as of the Amendment Effective Date.

2. **Additional Vendors** – The parties hereby agree that Exhibit 2 of the Contract Order shall be amended to add the following:

Email and Website Services

eNom
Zimbra
Moonfruit

3. **Business Pack** – The parties hereby agree that Exhibit 3 of the Contract Order shall be amended as follows:

- a. Business Pack Description – The following shall be added as a new section (a)(v) to Exhibit 3 to the Contract Order:

Business Pack – Notwithstanding anything to the contrary in this Exhibit or in the Agreement, the Business Pack Premium Bundle shall be made available by Embarq only to its Business Users and not to any individual User. Synacor will provide Embarq with the following three Business Pack Services which Embarq may in turn offer to its Business Users:

- 3M Business Pack Service (“3M Service”): 3M Service shall include one free year vanity domain registration, Moonfruit Premium A, Zimbra Business Class.
- 5M Business Pack Service (“5M Service”): 5M Service shall include one free year vanity domain registration, Moonfruit Premium B, Zimbra Business Class.
- 10M Business Pack Service (“10M Service”): 10M (and higher speeds). Service shall include one free year vanity domain registration, Moonfruit Premium B, Zimbra Business Class.

Each of the Business Packs will also include the ability for the Activated Business User to register as many domain names as they choose (for an additional fee paid by the Activated Business User) and any one of those domain names are free as part of the Business Pack. The parties understand and agree that the free domain registration will not be available immediately, but Synacor will use commercially reasonable efforts to provide the one year of

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free domain registration by or before August 2009. Additionally, any Activated Business User subscribed to any of the Business Packs above will have the ability to use its own pre-existing domain name with such Business Pack, whether such domain name is registered with eNOM or another 3rd party domain registrar. However, the pre-existing domain name may not be used for the one year free domain registration promotion.

The Content that is included in the Business Packs is described as follows:

- ***Moonfruit Website Building Service (2 Offerings)*** – Moonfruit Premium A and Moonfruit Premium B will be included in the Business Packs as indicated above. Such products are described in Section (b) of Exhibit 3.
- ***Zimbra Business Class*** – Messaging and collaboration application that integrates email, contacts, shared calendar, and document sharing. Zimbra Business Class provides domain level administration and allows a company's employees to utilize the same domain, share documents internally, use group scheduling, and inter-company calendar sharing.

- b. Business Pack Pricing – The following shall be added as a new bullet under (c)(i) in Exhibit 3 of the Contract Order:

Business Pack: Embarq shall pay Synacor a [*] . The parties agree that the foregoing pricing shall apply retroactively for all Pre-existing Business Pack Users whose websites remained live between March 6, 2009 and the Amendment Effective Date, and the applicable fees shall be due upon receipt of invoice from Synacor.

- c. Marketing and Reporting – The following shall be added as a new section (f) in Exhibit 3 of the Contract Order:

Marketing and Reporting.

- (i) Embarq Marketing Obligations . Embarq will market and provide sales support related to the Business Pack and free domain registration as mutually agreed by the parties, including without limitation, marketing information about the Business Pack in Embarq's welcome kit to new Business Users and during the installation of the Portal.
- (ii) Synacor's Activated Business User Reporting Obligations . Synacor will provide monthly reporting to Embarq specifying the new Activated Business Users, new Active Business Users and the total Activated Business Users and total Active Business Users in the relevant month. Synacor will provide a detailed user report that has a Total Active Business Users and Total Activated Business Users on a monthly basis, which will include the following data items:
 - 1. Account ID (This is the key identifier for the Embarq system – currently it is a 23 digit code, but this will be changing with the conversion to CenturyTel)

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2. Account Username
3. Activated Term start date
4. Dates customer became an Active Business User of products other than the initial product such customer used.
5. Products or Services for which customer was an Active User in such month
6. Customer's Activated Term Status (Tracking how far along the customer is in its 12 month term or whether such customer is now month to month)
7. Product(s) for which each customer is an Activated Business User
8. Business Collaboration Suite Vanity Domain (if applicable)
9. Moonfruit Domain (if applicable)
10. eNOM Domain Registered (if applicable)

(iii.) Synacor's Moonfruit Reporting Obligations. Synacor will provide a Moonfruit data report which will include the following data items:

1. Synacor ID
2. Moonfruit Username
3. Email entered during setup
4. Signup date
5. Last login into site editor
6. Moonfruit Product Code
7. <subdomain>.embarqspace.com
8. Site locked (Y/N)
9. Date site was locked
10. Site deleted (Y/N)
11. Date site was deleted
12. Site last updated
13. Date site was last visited
14. Cumulative visit counts
15. Date visit counter was reset by owner
16. Number of members
17. Pages
18. Files
19. Size of site
20. Status of User as Active/Inactive

4. **Support.** The following shall be added to the end of Exhibit 12 to the Contract Order:

In addition to the foregoing customer care obligations, each party shall have the following product-specific support obligations:

Zimbra

- Synacor will provide webforms to add Embarq's customers' vanity domain to their Embarq account for user management, and documentation for such customers to modify their mail exchanger ("MX") records, at no additional cost to Embarq.

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- Embarq will (i) ensure that its customer support representatives are familiar with basic vocabulary for domain registration and DNS, (ii) provide e-mail support for customer questions, and (iii) provide customer assistance (including, without limitation, user training, user interface redesign, domain deactivation) with migrating e-mail and address book entries into the Zimbra environment.

Moonfruit

- Embarq will provide first level support.
- Synacor will provide second level support

5. **Reporting.** The following will be added as Section 7.11.3 of the Contract Order:

7.11.3 Embarq will provide Synacor with all reports necessary to perform the services, including, without limitation, direct to consumer reporting, music service reporting, variety packs, learning packs & games packs. This reporting should include a monthly view of all accounts that are being billed by Embarq for the premium products and their premium product sign-up date.

Scope of Amendment: This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Contract Order upon execution. All terms and conditions of the Contract Order shall remain unchanged except as modified in this Amendment; and the terms of the Contract Order, as modified by this Amendment, are hereby ratified and confirmed. If any of the terms of the Contract Order conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SYNACOR, INC.

By: /s/ Robert F. Cavallari
Name: Robert F. Cavallari
Title: VP - Finance
Date: 8/13/09

EMBARQ MANAGEMENT COMPANY

By: /s/ Robert W. Smith II
Name: Robert W. Smith II
Title: Manager - Sourcing
Date: August 11, 2009

**AMENDMENT #9
TO
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective January 28, 2010 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Client") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, dated **December 4, 2006** (including the exhibits, schedules and amendments thereto, the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period:** The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, Client shall have until February 16, 2010 to provide Synacor written notice of its intent not to renew the Agreement. If no notice is received by Synacor on or before February 16, 2010, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF , the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title: VP - Finance

Embarq Management Company

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Manager - Sourcing

**AMENDMENT #10
TO
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective February 12, 2010 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Client") under which the parties hereto mutually agree to modify and amend the Synacor Master Services Agreement, dated **December 4, 2006** (including the exhibits, schedules and amendments thereto, the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period:** The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, Client shall have until February 26, 2010 to provide Synacor written notice of its intent not to renew the Agreement. If no notice is received by Synacor on or before February 26, 2010, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Ron Frankel

Name: Ron Frankel

Title: President – CEO

Embarq Management Company

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Manager - Sourcing

**AMENDMENT #11
TO
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective February 24, 2010 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Client") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, dated **December 4, 2006** (including the exhibits, schedules and amendments thereto, the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period:** The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, Client shall have until March 8, 2010 to provide Synacor written notice of its intent not to renew the Agreement. If no notice is received by Synacor on or before March 8, 2010, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment :** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Robert F. Cavallari

Name: Robert F. Cavallari

Title V.P. - Finance

Date: 2/26/10

Embarq Management Company

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Manager - Sourcing

CONFIDENTIAL TREATMENT REQUESTED

**AMENDMENT #12
TO
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective March 5, 2010 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the Synacor Master Services Agreement, MSA No. MSAX063015TPS, dated **December 4, 2006** ("Master Services Agreement") (including the exhibits, schedules and amendments thereto, the "Agreement") and the Contract Order to Master Services Agreement Between Embarq Management Company and Synacor, Contact Order No. COXX063016TPS ("Contract Order") (including the exhibits, schedules and amendments thereto). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1.0 Term

- 1.1** Section 6.1 of the Master Services Agreement is deleted in its entirety and replaced with the following:

The initial term of this Agreement begins on the Effective Date and will continue for three (3) years from May 1, 2007 ("Initial Term"). The term of this Agreement will automatically renew for a term commencing on May 1, 2010 and ending November 1, 2011 ("Renewal Term", collectively with the Initial Term, "Term"). After the first Renewal Term, the Term will automatically renew for successive eighteen month terms, unless either Party gives notice of its intent not to renew at least 90 days before the expiration of the Term. For any outstanding Order, the terms of this Agreement will continue in effect until the Order is fulfilled or terminated. This subsection is subject to the early termination rights stated elsewhere in this Agreement.

Sections 2 through 5 herein shall become effective on the first date of the Renewal Term beginning May 1, 2010 and thereafter.

2.0 Fees.

- 2.1** Section 5.1 of the Contract Order is deleted in its entirety and replaced with the following:

Portal Pricing/Fees. Embarq shall pay Synacor a monthly portal fee of [*] throughout the Term of this Agreement

- 2.2** Section 5.6 of the Contract Order is deleted in its entirety and replaced with the following:

**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

CONFIDENTIAL TREATMENT REQUESTED

5.6 Email Monthly Fees . The monthly fees charged Embarq by Synacor to provide Email Service, as described above, will consist of the following:

5.6.1 Embarq shall pay Synacor [*] per month throughout the Term of this Agreement. Synacor will provide to Embarq the actual Active Mailbox count for the purposes of validation of the monthly email fee payment to Synacor, and Embarq will be invoiced monthly based on the number of Active Mailboxes as of the last day of the relevant month.

5.6.2 Embarq shall pay Synacor [*] per month to cover the cost of telecommunications bandwidth to support the email, portal, Internet security, and Premium Product Services.

5.6.3 The monthly flat rate fee of [*] stated in subsection 5.6.1 of this Section is based on the assumption that the average storage per Active Mailbox will not exceed [*] . If average storage per mailbox exceeds [*] , Synacor shall charge Embarq [*] .

5.6.4 Embarq, per the terms and conditions of the End User License Agreement between Embarq and Embarq Customer, may direct Synacor to terminate particular Active Mailboxes at any time.

5.6.5 Email Best Practice Policies: The Parties hereby agree to maintain best practice policies for Email Services which involve message aging and retention policies for mail folders. The specific retention policies may be adjusted upon agreement by both Parties in accordance with industry best practices and storage/disk utilization. Specifically, the parties will meet and agree upon possible scenarios where e-mail accounts may be suspended for a period of time and will not be deactivated per the terms below. The parties agree that current best practice policies for Email are:

- a. Messages deemed as Spam will reside in the Spam box for fourteen days and will then be purged.
- b. Messages in the Trash box will be purged after fourteen days.
- c. Unread messages held in the Inbox for more than 120 days will be deleted.
- d. Read messages will (other than those in the spam box or trash box) be retained indefinitely.

2.3 Section 5.8 of the Contract Order shall be deleted in its entirety.

2.4 Section 5.11: shall be deleted in its entirety and replaced with the following:

Security Suite Pricing . The monthly fee for the Security Suite product in effect immediately preceding the Amendment Effective Date shall be extended through the initial Renewal Term (and shall still apply if Embarq wishes to add CenturyTcl legacy customers). Should the total number of Embarq Data Subscribers materially increase through merger and/or acquisition related activities; the parties will meet and mutually agree upon updated Security Suite Pricing.

**[*] = CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

CONFIDENTIAL TREATMENT REQUESTED

3.0 Definitions.

3.1 The following shall be added to the end of Section 1.5:

Embarq accepts the Century Link branded portal as the portal that is referenced in this definition of “Embarq Portal(s)”.

3.2 The following Section 1.16 is added to the Contract Order:

“ Active Mailbox ” – shall mean an Email box that has been created and not deactivated at the direction of Embarq. For purposes of this definition, “Active Mailbox” shall include any mailbox that still requires storage and is not deleted. Mailboxes accessible by a user or suspended from the user are still “active”.

4.0 Radio. Section 2.11.3 of the Contract Order is deleted in its entirety and replaced with the following:

Commercial Free Music Radio . If Embarq so chooses, Synacor will incorporate a 40 genre commercial free music radio service into the Embarq Portal(s). The monthly fee Synacor will charge Embarq for this service will be [*] .

5.0 Scope of Amendment: This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF , the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

Embarq Management Company

By: /s/ Robert F. Cavallari

By: /s/ Melanie Coleman

Name: Robert F. Cavallari

Name: Melanie Coleman

Title: VP - Finance

Title: VP Finance Operations Support

[*] = **CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.**

CONFIDENTIAL TREATMENT REQUESTED

**AMENDMENT #13
TO
MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective September 22, 2010 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, MSA No. MSAX063015TPS, dated **December 4, 2006** ("Master Services Agreement") (including the exhibits, schedules and amendments thereto, the "Agreement") and the Contract Order to Master Services Agreement Between Embarq Management Company and Synacor, Contact Order No. COXX063016TPS ("Contract Order") (including the exhibits, schedules and amendments thereto). All terms defined herein shall be applicable solely to this Amendment. Any defined terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1.0 Topix Content . Under the Agreement, Synacor has been providing certain Content from its Content Provider, Topix. The current provision of such Content allows the User to view the title and first line of the related article. By clicking on the article link, the User is transferred to Topix's website where they can further access the full article. The parties agree to revise this delivery of Content wherein the Topix Content will still provide the title and first line of the related article on the Embarq Portal, but when the User clicks the related link, the User will be sent directly to the full related article rather than taking the user to Topix's website as an interim step.

2.0 Fee . Embarq will owe to Synacor a fee of [*] per month for the modification to the delivery of the Topix content described above. Rather than Embarq paying such fee out of pocket, Synacor will deduct such fee from the Embarq's share of search and advertising revenue each month. The monthly Fee will go into effect at the launch date of the change to service. The launch date is to be mutually agreed to in writing.

3.0 Availability of Content . Nothing herein shall be construed to limit Synacor's right to remove the Content provided by Topix pursuant to the terms and conditions of the Agreement. In the event such Content must be removed, Synacor will no longer deduct the foregoing fees from Embarq's share of Search and Advertising Revenue.

4.0 Scope of Amendment: This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of

[*] = **CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION.**
CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

CONFIDENTIAL TREATMENT REQUESTED

this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF , the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Sheldon M. Schenlker

Name: Sheldon M. Schenlker

Title: Corporate Controller

Embarq Management Company

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Manager - Sourcing

**AMENDMENT #14
TO
SYNACOR MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective July 25, 2011 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, MSA No. MSAX063015TPS, dated **December 4, 2006** including the contract orders, exhibits, schedules and amendments thereto (the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period:** The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, either party shall have until September 1, 2011 to provide the other written notice of its intent not to renew the Agreement. If no notice is received by either party on or before September 1, 2011, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ George G. Chamoun

Name: George G. Chamoun

Title: EVP

Embarq Management Company

By: /s/ Robert W. Smith II

Name: Robert W. Smith II

Title: Manager - Sourcing

**AMENDMENT #15
TO
SYNACOR MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective August 31, 2011 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, MSA No. MSAX063015TPS, dated **December 4, 2006** including the contract orders, exhibits, schedules and amendments thereto (the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period** : The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, either party shall have until October 1, 2011 to provide the other written notice of its intent not to renew the Agreement. If no notice is received by either party on or before October 1, 2011, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment** : This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ William J. Stuart

Name: William J. Stuart

Title: CFO

Embarq Management Company

By: /s/ Randy J. Williams

Name: Randy J. Williams

Title: Senior Sourcing Analyst

**AMENDMENT #16
TO
SYNACOR MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective October 1, 2011 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, MSA No. MSAX063015TPS, dated **December 4, 2006** including the contract orders, exhibits, schedules and amendments thereto (the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Modification of Notice Period:** The parties hereby agree that notwithstanding the required notice period set forth in Section 6.1 of the Agreement, either party shall have until November 1, 2011 to provide the other written notice of its intent not to renew the Agreement. If no notice is received by either party on or before November 1, 2011, the Agreement will automatically renew in accordance with its Section 6.1.
- 2.0 Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Scott Bailey

Name: Scott Bailey

Title: COO

Embarq Management Company (Client):

By: /s/ Randy J. Williams

Name: Randy J. Williams

Title: Senior Sourcing Analyst

**AMENDMENT #17
TO
SYNACOR MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") effective October 1, 2011 ("Amendment Effective Date") is between **Synacor, Inc.** ("Synacor") and **Embarq Management Company**, ("Embarq") under which the parties hereto mutually agree to modify and amend the **Synacor Master Services Agreement**, MSA No. MSAX063015TPS, dated December 4, 2006 including the contract orders, exhibits, schedules and amendments thereto (the "Agreement"). All terms defined herein shall be applicable solely to this Amendment. Any capitalized terms used herein, which are defined in the Agreement and not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1.0 Term:** The parties hereby agree that first Renewal Term set forth in Section 6.1 of the Agreement is hereby extended through December 31, 2011. Either party shall have until November 1, 2011 to provide the other written notice of its intent not to renew the Agreement after the first Renewal Term. If no notice is received by either party on or before November 1, 2011, the Agreement will automatically renew beginning January 1, 2012 in accordance with its Section 6.1.
- 2.0 Scope of Amendment:** This Amendment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Amendment and all past dealing or industry custom. This Amendment shall be integrated in and form part of the Agreement upon execution. All terms and conditions of the Agreement shall remain unchanged except as expressly modified in this Amendment; and the terms of the Agreement, as modified by this Amendment, are hereby ratified and confirmed. Where the terms of the Agreement conflict with those of this Amendment, however, the terms of this Amendment shall control. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SYNACOR, INC.

By: /s/ Scott Bailey

Name: Scott Bailey

Title: COO

Embarq Management Company (Client):

By: /s/ Randy J. Williams

Name: Randy J. Williams

Title: Senior Sourcing Analyst