

XO HOSTED SECURITY SERVICES

Product Terms and Conditions

1.0 Products and Services

1.1 Product Description. XO Hosted Security (the "Service") is an optional suite of services, which may be added to a Customer's XO MPLS Network. The Service uses high-speed, multi-threat sensing gateways, 24 x 7 monitoring and management, and advanced technology to provide a secure gateway between a Customer's MPLS IPVPN traffic and the public Internet.

1.2 XO's implementation of the Service is based on XO's review of Customer's MPLS IPVPN configuration, applications and IP addressing schema, as well as Customer's security preferences. XO will tailor the configuration of the Service based on this information and will prepare a document to define the specifications for the installation of the Service ("Survey Document").

1.3 Customer acknowledges and agrees that XO's provisioning of the Service as it relates to the detection and monitoring of network security services is predicated on Customer's adherence to the network configuration recommended to Customer as set forth in the Survey Document. XO will not be liable for any installation delays or any reduced or unsecured access to Customer's network as a result of Customer's unauthorized deviation from such network configuration recommendations that XO implements at the request of Customer. Any changes to Customer's network must be implemented by XO so that XO can modify the Service, as necessary. XO will not be liable for any reduced or unsecured access to Customer's network as a result of Customer's unauthorized modifications to its network that adversely affect the Service.

2.0 Escalation Procedures. The Parties shall comply with the Escalation Procedures set forth in the Wide Area Network ("WAN") Service Terms and Conditions at www.terms.xo.com.

3.0 DEMARC

3.1 Customer agrees that the demarcation points for the Service will be the WAN interfaces connecting to the IPVPNs at the Customer premises, and the Internet connections to their virtual domains on the network firewalls.

3.2 XO is responsible for managing and troubleshooting up to the demarcation point that separates the Customer's Local Area Network ("LAN") and the XO managed service point including the CPE provided to Customer as part of its MPLS VPN Service. Any issues beyond the demarcation point, LAN-facing and relating to or originating from the Customer LAN, and having an impact on the XO managed router service, is the responsibility of the Customer.

3.3 XO shall not, in any way, be responsible for the configuration, installation, management, maintenance, troubleshooting or support of Customer owned or managed servers, workstations or Network devices and the applications residing on the Customer's LAN.

4.0 Responsibilities

4.1 XO is responsible for performing the following functions:

- Providing initial consultation for network design with Customer, including:
 - Network assessment via Survey Document and all its associated network information.
 - Topology review.
 - Network feasibility and network design.
 - Recommendation of CPE, including routers, VPN gateways and firewalls.
- Testing, turn-up and management of all Network services.

- Troubleshooting and resolving issues pertaining to the Service up to and including the CPE demarcation point.
- Troubleshooting and resolving issues pertaining to the WAN connectivity.
- Based on the Services Customer has purchased, if there appears to be an issue with the Service features, XO will be responsible for:
 - Verifying that the Service is operational.
 - Verifying that firewall filtering policies are functioning properly, based on the rules provided by Customer.
 - Verifying that network address translation ("NAT") is functioning correctly, if applicable.
 - Verifying the de-militarized zone is handling traffic, based on the policy rules defined by Customer, if applicable.
 - Verifying that traffic passing through the Intrusion Detection and Prevention Services ("IDPS") is being inspected for malicious activity and predetermined or targeted attacks, if applicable.
 - Verifying the Web and Content Filtering ("WCF") services are filtering web access based on the rules as defined by Customer, if applicable.
 - Verifying that Internet Protocol Security ("IP Sec") VPN or Secure Sockets Layer ("SSL") VPN remote access services are functioning properly, if applicable.
 - Verifying that any IP Sec VPN tunnels are operational, if applicable.
- At the Customer's request, assisting in troubleshooting the VPN configurations within the following guidelines:
 - XO is limited to troubleshooting from the interface on Customer's CPE back to the XO network. XO will not be responsible for troubleshooting LAN issues that prevent connectivity to the CPE WAN interface.
 - XO will not be responsible for repairing any device or application other than the XO owned or leased CPE devices. If Customer has another XO managed service, the troubleshooting and repair of that service will fall under the Terms and Conditions governing such other managed service.
- If the security of Customer's network is being compromised, XO will work with Customer to close the affected IP address and port on the firewall. Customer may request XO to help identify the root cause of the compromise, but XO will in no way be responsible for removing malware from Customer's infected machine(s) or patching those machine(s) with upgraded software. XO only provides protection between the Internet and the VPN; XO does not provide protection between CPE locations.
- Acting as multi-tiered support for the Service.
- Performing Configuration Change Management of VPN and the Service.
- Providing 24 x 7 x 365 network monitoring of services and service platform.
- Responding to all Move-Add-Change requests, some of which may require a new installation of Service.
- Performing trouble ticket management, including: logging and tracking and escalation of Customer reported Service troubles, if applicable.
- Performing Service management, including: software, patches and maintenance of the XO network.
- Performing escalation process management: XO maintains required escalation paths and strives to keep them "in synch" with existing business processes.
- Monitoring any Network troubles residing on the WAN side of the demarcation point on the XO Network.

4.2 XO is **NOT** responsible for:

- Ensuring that Customer's applications are performing properly across the VPN.

- Being in any way responsible for the applications within the Customer's LAN or traversing the VPN.
- Opening trouble tickets for remote access end users.

4.3 Customer is responsible for:

- Designating technical points of contact to work with XO to lend support for a successful implementation.
- Providing XO with all required network information to successfully complete the Survey as a basis for the Service implementation.
- Enabling XO field personnel or XO designated party to access the premise(s) as required for Survey or CPE installation and trouble shooting.
- Cooperating in scheduling installations as required by XO field personnel.
- Providing XO with a complete list of security applications.
- Directing the XO engineers to open necessary ports according to how Customer's servers are configured.
- Providing LANs that use the TCP/IP protocols required for connectivity to the XO network.
- Configuring, cabling, installation and support of Customer LAN and providing necessary application software for such applications.
- Providing application support for Customer LAN and all its servers and LAN hosts.
- Performing IT support and troubleshooting on Customer owned servers, workstations and Network devices.
- Performing configuration, management, maintenance, and support of any equipment not expressly provided by XO for use with the XO Service.
- Designating an Administrator support contact for all remote access VPN end users and providing support to remote access VPN end users - XO will not open trouble tickets for end-users that utilize the remote access VPN.
- Maintaining the performance of its applications across the network.
- Providing and maintaining inside wiring facilities to extend the leased line circuit from the DEMARC point of entrance to the location where the CPE is to be installed.
- With regard to Configuration Change Management, opening a trouble ticket with XO Customer Care and providing all required configuration change information for assessment and impact onto the Customer Network. After evaluating, XO will provide recommendations, and if deemed feasible, XO will implement such changes. This includes notifying XO of any configuration changes on the Customer LAN Network. Such configuration changes may impact the XO Services and require evaluation by XO so that such changes can be taken into account as part of XO's triage of issues and implementation of changes to the XO systems on Customer's behalf.
- Providing an Out of Band ("OOB") dedicated POTS line and ongoing maintenance for that OOB line when using third party ISP services to connect to the Internet, as well as keeping the OOB line operational for trouble shooting by XO managed security personnel.
- Network trouble-shooting responsibilities for Customers utilizing XO CPE on a Rent or Purchase Basis (Purchase applicable to XO WAN service only) include addressing and resolving any Network troubles residing on the LAN Network side of the demarcation point including the Customer managed CPE. If Customer requests the troubleshooting services set forth above and XO has agreed to provide such services, XO will charge Customer in four (4) hour increments at a rate of \$500.00 per four (4) hour increment. For example, if Customer requests that XO assist them in troubleshooting their email application and it takes XO three (3) hours to pinpoint the application issue, Customer will be charged a fee of \$500.00. If it takes XO five (5) hours, Customer will be charged a fee of \$1,000.00. Notwithstanding the foregoing, if, after the issue has been resolved,

it is determined that the issue was due to XO (e.g., configuration, CPE or WAN issue), Customer will not be charged for the troubleshooting service. XO reserves the right not to offer this type of troubleshooting service, or to cease providing such service, to any customer for any reason.

5.0 Customer's Representations and Warranties

5.1 Only XO is authorized to make changes to Customer's Service, MPLS IPVPN Service or VPN equipment or Service. Customer understands that, should it make any changes to its Service or its MPLS IPVPN Service or any VPN equipment or Service without XO authorization, that such changes may result in a lower level of security and may allow unsecured access to its Network. In the event of any such unauthorized change, Customer acknowledges and agrees that it shall assume all risks and liabilities associated with or resulting from any such changes.

5.2 Export Control. Customer acknowledges that the Service governed by this Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Service must be authorized under those laws and regulations. Further, use of the Service outside of the U.S. may subject Customer and/or Customer's End Users to export or import regulations in other countries. Without limiting the foregoing, goods, software or technical data related to the Service are prohibited for export or re-export to Cuba, Iran, Sudan, North Korea, Syria or foreign nationals thereof, or any other country that is subject to U.S. economic sanctions or comprehensive export controls restricting such export or re-export, as well as to persons or entities barred from engaging in export transactions by the U.S. Departments of Commerce, State or Treasury (see Country Group E at http://www.export.gov/ecr/eg_main_023148.asp, as such list may be updated from time to time). Customer represents and warrants that it will comply with such export controls set forth above. Customer is responsible for notifying its End Users of such restrictions and agrees to be responsible for End Users' use. Customer will not use, distribute, transfer or transmit, directly or indirectly, information or any immediate product (including processes and services) utilizing the Service, except in compliance with U.S. export laws and regulations.

5.3 Secure Remote Access. The Service is available to roaming users internationally in any location where the Customer can obtain Internet access, except as described herein. Specifically, Customers utilizing the Secure Remote Access ("SRA") feature of the Service are bound by the Export Control provisions set forth herein, as well as the provisions set forth in Fortinet's End User Licensing Agreement.

5.4 Off-Net Connectivity. The Service is only available at fixed locations outside of the U.S. in the countries listed at http://www.xo.com/security-services/hosted-security/approved_countries.pdf. Customer is prohibited from porting an IP address to a country not included on the link in the preceding sentence. Further, Customers utilizing the Service at a fixed location outside the U.S. are bound by the Export Control provisions set forth herein, as well as the provisions set forth in Fortinet's End User Licensing Agreement.

6.0 Service Renewal and Termination Charges

6.1 Service Renewal. Unless a Party notifies the other Party in writing not less than sixty (60) days prior to the expiration of the then current Service Term that it does not intend to renew the Service for the same term as set forth on the Service Order pursuant to the rates, terms, and conditions contained therein, the Service shall automatically renew on a month-to-month basis.

6.2 Termination Charges. If Service is terminated after it has been activated, including termination of Services by XO due to Customer's non-payment of charges due under the Agreement, Customer shall be liable for all charges, which Customer agrees is reasonable,

associated with the service ordering and installation, as well as for the monthly recurring charges for the remaining term of the order, unless the Service does not meet the specifications set forth herein.

7.0 Disclaimers and Warranties

7.1 CUSTOMER ACKNOWLEDGES THAT DATA TRANSMISSION SECURITY SERVICES SUCH AS THOSE PROVIDED UNDER THIS EXHIBIT ARE NOT INFALLIBLE AND, THEREFORE, ARE NOT GUARANTEED. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THE AGREEMENT, NEITHER XO NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF, OR DAMAGE TO DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER (THIS EXCLUSION DOES NOT APPLY TO ANY SERVICE WARRANTIES OR SERVICE LEVEL AGREEMENTS FOR ANY COMMUNICATION SERVICES PROVIDED BY XO UNDER THE AGREEMENT).

7.2 CUSTOMER UNDERSTANDS AND AGREES THAT XO IS PROVIDING SERVICES, AND ANY RELATED HARDWARE, SOFTWARE AND DOCUMENTATION TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY LIABILITY AGAINST XO AND AGREES TO HOLD XO HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM LOSS OR DAMAGE DUE TO DELAY OF SERVICE COMMENCEMENT OR INABILITY TO PROVIDE THE SERVICE, FAILURE OF ALL OR PART OF THE SERVICE, INCLUDING ANY BETA SERVICE, OR ANY RELATED SERVICE PROVIDED HEREUNDER.

7.3 XO PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY XO OR THIRD PARTY HARDWARE OR SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. XO DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. XO ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

8.0 Web and Content Filtering with User Profile Feature. In the event Customer orders the Service with the Web and Content Filtering with User Profile feature, Customer will be required to follow the processes provided by XO for the configuration of this feature, including the installation of software, as well as agree to additional terms related thereto.

9.0 Acceptable Use Policy. Customer acknowledges that it has reviewed the XO Acceptable Use Policy ("AUP") which may be found at: <http://www.xo.com/legal-and-privacy/acceptable-use/> and agrees to be bound by the then-current version of the AUP. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of this Agreement. The Customer agrees to check back to the AUP website periodically to review any changes to the AUP.

4/4/17