

XO SITE SECURITY SERVICES

1.0 Product and Services

1.1 Product Description. XO Site Security (the "Service") is a managed security service which uses Premises-based, multi-threat sensing Customer Premises Equipment ("CPE"), 24 x 7 monitoring and management, and advanced technology to provide network security controls.

1.2 XO's implementation of the Service is based on XO's review of Customer's Internet 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 managed 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 XO's recommended network configuration. 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 Responsibilities

2.1 XO will perform the following functions:

- Provide initial consultation for network design with Customer, including:
 - Network assessment via the Survey Document and all its associated network information.
 - Topology review.
 - Network feasibility and network design.
 - Recommendation of CPE.
- Test, turn-up and management of managed security services.
- Troubleshoot and resolve issues pertaining to the Service, including XO-provided CPE.
- Based on the Services Customer has purchased, if there appears to be an issue with the Service features, XO will:
 - Verify that the Service is operational.
 - Verify that firewall filtering policies are functioning properly, based on the rules provided by Customer.
 - Verify that network address translation ("NAT") is functioning correctly, if applicable
 - Verify the de-militarized zone is handling traffic, based on the policy rules defined by Customer, if applicable.
 - Verify that traffic passing through the Intrusion Detection and Prevention Services ("IDPS") is being inspected for malicious activity and predetermined or targeted attacks, if applicable.
 - Verify the Web and Content Filtering ("WCF") services are filtering web access based on the rules as defined by Customer, if applicable.
 - Verify that Internet Protocol Security ("IP Sec") VPN or Secure Sockets Layer ("SSL")

VPN remote access services, are functioning properly, if applicable.

- Verify that any IP Sec VPN tunnels are operational, if applicable
- At the Customer's request, XO will assist 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 does not provide protection between CPE locations.
- Act as multi-tiered support for the Service.
- Perform Configuration Change Management of VPN and the Service.
- Provide 24 x 7 x 365 network monitoring of Services and Service platform.
- Respond to all Move-Add-Change requests, some of which may require a new installation of Service.
- Perform trouble ticket management, including: logging and tracking and escalation of Customer reported Service troubles, if applicable.
- Perform Service management, including: software, patches and maintenance of the XO network.
- Perform escalation process management: XO maintains required escalation paths and strives to keep them "in synch" with existing business processes.
- Monitor any Network troubles residing on the XO Network.

2.2 XO will **NOT** perform the following functions:

- Ensure that Customer's applications are performing properly across the VPN.
- Assume responsible for the applications within the Customer's LAN or traversing the VPN.
- Open trouble tickets for remote access end users.

2.3 Customer is responsible for the following:

- Designate technical points of contact to work with XO to lend support for a successful implementation.
- Provide XO with all required network information to successfully complete the Survey Document as a basis for the Service implementation.
- Enable XO field personnel or XO designated party to access the Premise(s) as required for completing the Survey Document or CPE installation and trouble shooting.
- Cooperate in scheduling installations as required by XO field personnel.
- Provide XO with a complete list of security applications.
- Direct the XO engineers to open necessary ports according to how Customer's servers are configured.
- Provide LANs that use the TCP/IP protocols required for connectivity to the XO network.
- Configure, cable, install and support Customer LAN and provide necessary application software for such applications.
- Provide application support for Customer LAN and all its servers and LAN hosts.

- Perform IT support and troubleshoot on Customer owned servers, workstations and Network devices.
- Perform configure, manage, maintain, and support of any equipment not expressly provided by XO for use with the XO Service.
- Designate an Administrator support contact for all remote access VPN end users and provide support to remote access VPN end users - XO will not open trouble tickets for end-users that utilize the remote access VPN.
- Maintain the performance of its applications across the network.
- With regard to Configuration Change Management, Customer will open a trouble ticket with XO Customer Care and provide 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.
- Provide 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 keep the OOB line operational for trouble shooting by XO managed security personnel.
- Network trouble-shoot responsibilities for customers utilizing XO CPE on a Rent or Purchase Basis (Purchase applicable to XO WAN Service only) including 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 XO's assistance in troubleshooting Customer's 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.

3.0 Customer's Representations and Warranties

3.1 Only XO is authorized to make changes to Customer's Service, XO DIA Service or VPN equipment or Service. Customer understands that, should it make any changes to its Service or its XO DIA Service or any applicable third-party Internet access 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 Customer's 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.

3.2 Export Control. Customer acknowledges that the Service governed by the 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.

3.2.1 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.

4.0 Service Renewal and Termination Charges

4.1 Service Renewal. Notwithstanding language in the Agreement to the contrary, 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. Customer acknowledges that the rates may be subject to change at any time after the initial term or any renewal term. XO will provide at least thirty (30) days advance notice to Customer of any additional rate changes. Customer's continued use of the Service beyond the notice period will constitute its acceptance of the revised rates.

4.2 Termination Charges. Notwithstanding language in the Agreement to the contrary, 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 Service Order, unless the Service does not meet the specifications set forth herein.

5.0 SOFTWARE LICENSE

5.1 Customer agrees not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from any XO or third party software, or to permit or authorize a third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein are and will remain the exclusive property of XO and/or its suppliers. Customer must not take any action to jeopardize, limit or interfere in any manner with XO and its supplier's ownership of and rights with respect to any licensed software.

5.2 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.

6.0 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.

7.0 Equipment

7.1 XO-Provided Equipment. Equipment provided by XO and delivered to Customer is only to be used in conjunction with the Service and Customer is not authorized to use the equipment for any other purpose. Customer is obligated to comply with all documentation and manufacturer's instructions that accompany such equipment as strict adherence to technical documentation is required for warranty pass-through. Any violation of the preceding sentence will be considered a Default pursuant to the terms of the Agreement. Customer will take all reasonable measures to protect and care for the equipment as it would its own equipment. Customer shall be responsible for all loss, damage or destruction of the equipment from the date of delivery to Customer's Premise until the date the equipment is removed from Customer's Premises by XO or its contractors or agents. Upon termination or expiration of the Agreement, the equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If equipment cannot be recovered by XO, or if equipment is damaged beyond the ordinary wear and tear resulting from its use, Customer will be liable to XO for either the replacement value of the equipment or its repair costs, both of which shall be determined by XO. Under no circumstance may Customer or its employees, agents, contractors or subcontractors move the equipment furnished as part of the Service outside of the facility in which it was installed without prior XO approval.

7.2 XO shall furnish service and support of XO provided equipment only during the Service Term, provided that the equipment is used by Customer in compliance with these terms and conditions.

7.3 Customer-Provided Equipment.

7.3.1 Customers providing their own equipment shall present an itemized list of equipment to be activated in conjunction with the Service. Customer equipment must match router make, model name specified in the order. Customer is responsible for all costs associated with any necessary upgrades or additional licenses of its equipment required by XO. Customer-provided equipment must be covered by a current vendor service contract and the account information of said service plan information must be provided to XO. Notwithstanding the foregoing, it is Customer's sole responsibility to coordinate all equipment issues with the equipment vendor.

7.3.2 XO will not provide service to or support any Customer-provided equipment, hardware and software. If, after diagnosing a problem with the Service XO determines that the Customer-provided equipment, hardware or software is the cause of the problem, Customer will be responsible for servicing such equipment, hardware or software.

7.3.3 For Customer-provided equipment, Customer acknowledges and accepts the following:

a. There is no guarantee that Customer-provided equipment or any of Customer's previously purchased and installed manufacturer-specific software or feature will work with Service.

b. All Customer-provided equipment must be in sound working order. Any defective components that impact the proper configuration, testing and operation of the Service will be notated by the XO technician, and must be replaced at the Customer's expense.

After completion of the configuration of Customer-provided equipment, XO will not be responsible for changes to router made by Customer.

7.3.4 CPE Administration. Customer must provide XO with administrator password(s); and XO will retain sole administrator privileges for hardware and software delivered under the Service. Customer may request limited read-only access.

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