

## MANAGED CPE FIREWALL SERVICE SUPPLEMENT TERMS & CONDITIONS

North Atlantic Networks, LLC  
16 Mason Avenue, North Attleboro, MA 02760

In addition to the general terms and conditions contained in the Service Agreement (the "Agreement") between North Atlantic Networks, LLC ("NAN") and Customer of which this Service Supplement is a part, Customer agrees that the following terms and conditions apply to the Managed CPE ("Customer Premise Equipment") Firewall Service provided to Customer by NAN.

### 1.0 Managed CPE Firewall Service Overview

NAN's Managed CPE Firewall Service is customer premise based Management and Monitoring offering providing the Customer an additional mechanism to be used in protecting the Customer's network. A CPE-based firewall device is a piece of hardware that is placed between the Customer's internal LAN and the Customer's internet access. NAN's Managed CPE Firewall Service, as with most security solutions, provides one layer of security for a Customer's network. In all instances, Customer is solely responsible for localized security protection within its own network.

### 2.0 Service Components

Equipment and Imbedded Software: NAN provides the Customer with a firewall management and monitoring (the "Firewall Service"). The Firewall Service includes.

- Device Availability Monitoring:
  - Automated Alarm Notification to NAN's Data Technical Assistance Center (TAC) in the event of a loss of Firewall Connectivity, which is defined as an interruption of all traffic flow through the Firewall Device due to firewall failure.
  - NAN will troubleshoot the cause of the failed firewall connectivity. NAN is not responsible for troubleshooting issues that are not directly related to the Managed CPE Firewall Service, the NAN Service, or the NAN network, as determined by NAN in its sole discretion.
- Patch and Upgrade Management:
  - Maintaining and updating applicable patches and/or upgrades for the Firewall Device.
  - If a software patch and/or upgrade are released, NAN will assess the applicability of such release as to the Firewall Device. If an upgrade is completed on the Firewall Device, the Customer will be required to utilize the new version by default. NAN will use best efforts to inform Customer of any such upgrade prior to activating the changes.
- Change Management:
  - Managing configurations and any logical or physical faults related to the Firewall Device.
  - Adding, deleting or modifying including but not limited to Network Address Translations, Access Control lists and/or network routes.
  - The Customer must request such change through the opening of a trouble ticket. Customer must provide NAN a detailed description of the change. Customer is responsible for any security issues that may arise resulting from Customer initiated change requests.

### 3.0 Service Activation and Customer Responsibilities

Prior to installation of the Firewall Device, Customer must provide NAN with the following:

- Satisfactorily completed LAN Assessment Sheet.
- All necessary IT department contact information related to both security responsibilities and internal network management as requested by NAN.
- All information necessary or requested for service activation including firewall rule sets, NAT/PAT translations, IP information.

NAN is not responsible for the Firewall Hardware or Software. Customer is responsible for must also maintain physical site requirements for the Firewall Device as required by Firewall Manufacturer (e.g., temperature, power, space). Customer must provide an internet router or comparable networking equipment in front of the Firewall Device. The Network Routing Equipment will need to be configured to allow all traffic to pass to and from the Firewall Device. Customer must also subscribe to NAN' internet service or VPN service and must maintain internet connectivity between NAN's TAC and the Firewall Device.

### 4.0 Terms and Conditions

#### 4.1 Disclaimers; Warranties.

CUSTOMER IS PROVIDED THE FIREWALL DEVICE ON AN AS IS BASIS AND NAN MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN OR CONDITION OF THE FIREWALL DEVICE, OR THE MANAGED CPE FIREWALL SERVICE, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY WITH RESPECT TO THE FIREWALL DEVICE, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) WITH RESPECT TO THE FIREWALL DEVICE. NAN DOES NOT GUARANTEE THAT THE MANAGED FIREWALL SERVICE WILL PROTECT CUSTOMER FROM UNAUTHORIZED NETWORK INTRUSION OR SECURITY THREATS OR BREACHES.

### 5.0 Authorization to Perform Testing; Associated Risks

Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants NAN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to NAN are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify NAN of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for NAN to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide NAN with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between NAN and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold NAN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold NAN and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entails certain risks including the following possible negative impacts: (i) excessive disk space may be consumed due to the number of log messages generated by the Managed

CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

**6.0 Service Level Objective**

NAN will provide (i) Scheduling of Change Requests; and (ii) Confirmation of the completion of Change Requests to Customer within certain periods of time in accordance with the chart in this section. Subject to the provisions of the Agreement, failure to meet these parameters will result in a credit allowance to Customer, upon written request of the Customer, no later than ten (10) business days after the occurrence of the failure to notify, schedule and/or confirm such Change Request event, to the NAN Account Manager handling Customer’s account or to the NAN Customer support center. Credit allowances will be calculated and applied on a pro rata basis against the monthly recurring charge (“MRC”) for the Managed CPE Firewall Service as follows, with the understanding that for calculating credit allowances, every month is considered to have 30 days. In no event will the credit(s) provided hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charge for the Managed CPE Firewall Service. The credits set forth in this section shall be NAN’s sole liability and Customer’s sole remedy in the event of any failure of the Managed CPE Firewall Service and under no circumstances shall a failure of the Managed CPE Firewall Service be deemed a breach of the Agreement.

6.1 NAN Managed CPE Firewall Service Guarantee and Remedy:

Scheduling of Standard Change requests completed within one (1) business day of submission by Customer through the opening of a trouble ticket	1/30th of the Managed CPE Firewall Service MRC
Scheduling of complex change requests (such as alteration of network topology, adding a new server / application) completed within four (4) business days of submission by Customer through the opening of a trouble ticket	1/30th of the Managed CPE Firewall Service MRC
Notification to Customer within sixty (60) minutes of firewall service affecting events	1/30th of the Managed CPE Firewall Service MRC

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

Customer

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_