

**NETWORK FIREWALL SERVICE
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 Network Firewall Service provided to Customer by NAN.

1. Network Firewall Service Overview

1.1. NAN's Network Firewall Service is a network based security service offering Customer access to firewall functionality to or from Customer's network. NAN's Network 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. NAN's Managed Network Firewall Service Components

2.1. Device Availability Monitoring:
Automated Alarm Notification to NAN's SOC/NOC in the event of a loss of Firewall Connectivity. Failed firewall connectivity is defined as an interruption of all traffic flow through the Firewall. In the event of failed firewall connectivity traffic will not be passed to the public internet until the connectivity is restored. If service is interrupted as a result of such failed connectivity the credits under the NAN SLA will apply. NAN will troubleshoot the cause of the failed firewall connectivity. NAN is not responsible for troubleshooting issues that are not directly related to the Network Firewall, the NAN Service, or the NAN network, as determined by NAN in its sole discretion.

2.2. Patch and Upgrade Management:
Maintaining and updating applicable patches and/or upgrades for the Network Firewall. If a software patch and/or upgrade are released, NAN will assess the applicability of such release as to the Network Firewall. If an upgrade is completed on the Network 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.

2.3. Change Management, Incidents, and Service Requests:
Managing configurations and any logical or physical faults related to the Network Firewall. This includes configuration and change management, patch upgrades and firewall change requests. Adding, deleting or modifying including but not limited to Network Address Translations, Access Control lists and/or network routes. The Customer must request a change, report an incident, or submit a service request through the opening of a trouble ticket. Customer must provide NAN a detailed description of the change. Change requests can be submitted by contacting the NAN Technical Support by phone at 800-299-3330 ext. 3 or by submitting change request to SOC@NAN.COM. The SOC/NOC assigns a priority to every incident, change, or service requested initiated. The NAN Prioritization model is used to provide consistency with which an item needs to be resolved and to drive the assignment of resources. Prioritization depends on: (i) Time within which resolution is required (based upon alarm types described in this document); (ii) Resource availability; (iii) Size, Scope and complexity of an incident, change, or service request.

2.4. Customer is responsible for providing and maintaining an accurate list of approved security contacts within its organization to NAN.

2.5. Customer is responsible for any security issues that may arise resulting from Customer initiated change requests. NAN shall not be responsible for designing or validating Customer policies or rule sets.

3. Service Activation

3.1. Prior to commencement of the NAN Managed Network Firewall Service, Customer must provide NAN with the following: (i) satisfactorily completed LAN Assessment Sheet, provided to Customer by NAN; (ii) All necessary IT department contact information related to both security responsibilities and internal network management as requested by NAN; (iii) Confirmation that Customer has configured its CPE equipment to allow transmission of all earmarked traffic through the network firewall appliance residing on the NAN network; (iv) All information necessary or requested for service activation including firewall rule sets, NAT/PAT translations, IP information.

4. Service Implementation and Support Included:

4.1. NAN will provide the following: (i) Review of security configuration to be implemented; (ii) Any required activities to complete services installation; (iii) Configuration and support of hardware and software components; (iv) 24x7 technical support including centralized monitoring, management, and remediation through NAN SOC/NOC; (vi) Customer Notification of pre-identified critical events; (vii) Customer Access to logs for the preceding 180 days unless otherwise agreed upon with customer.

5. Customer Responsibilities

5.1. Customer is responsible for providing and maintaining an accurate list of approved security contacts within its organization to NAN.

5.2. Customer is responsible for any security issues that may arise resulting from Customer initiated change requests. NAN shall not be responsible for designing or validating Customer policies or rule sets.

5.3. These terms and conditions and the parameters set forth within are valid only if Customer and their appointed security contact are readily available to NAN as needed for consultation, resolution and to provide all security permissions reasonably required by NAN to appropriately protect the Customer's Network.

6. Service Level Objective

6.1. NAN's SOC/NOC and Technical Support: NAN operates 24x7 and offer support for all customer inquiries related to the Network Firewall Service.

6.2. **SLA and Credit for Firewall Change Request:** 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 Network 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 Network 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 Network Firewall Service and under no circumstances shall a failure of the Network Firewall Service be deemed a breach of the Agreement.

6.3. NAN Network Based Firewall Service Guarantee and Remedy:

Scheduling of Change requests completed within one (1) business day of (i) submission by Customer through the opening of a trouble ticket (ii) NAN's verification and validation of the Change requested with Customer.	1/30th of the Network Firewall Service MRC
Confirmation of Completion of Change Requests to Customer within one	1/30th of the Network Firewall Service MRC

(1) business day after completing such Change Request	
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- 6.4. **Interruption in Service.** Subject to the provisions of Section 6.8 hereof, interruptions in service will be credited to Customer as set forth below for the part of the service that the interruption affects. In the event that Customer subscribes to data services from NAN, NAN may offer additional service level standards with respect to such services.
- 6.5. **Credit for Interruptions.** An interruption period begins when Customer reports a service to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service is operative. If Customer reports a service to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a prorate basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those services will receive a credit. No credit will be given on the usage sensitive portion of the service. A credit allowance will be given for interruptions of 30 minutes or more, upon written request of the Customer no later than ten (10) business days after the occurrence of the outage to either Customer's NAN Account Manager (if applicable) or to the NAN Customer support center. Credit allowances will be calculated as follows: (i) if the interruption continues for less than 24 hours: (a) 1/30th of the monthly recurring charge if it is the first interruption in the same billing period; (b) 2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period. (ii) If the interruption continues for more than 24 hours: 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions. Two or more interruptions of thirty minutes or more during any one 24-hour period shall be considered as one interruption.
- 6.6. **Maximum Credit.** In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service furnished by NAN. The credits set forth in this SLA shall be NAN's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Agreement.
- 6.7. **Interruption" Defined.** For the purpose of applying this provision, the word "Interruption" (whether capitalized or not) shall mean a complete loss of service resulting in an interruption of all traffic flow through the Firewall due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "Interruption" does not include and no allowance shall be given for service difficulties such as slow latency or other network and/or switching capacity shortages. Additional parameters (such as network availability, latency, packet loss and jitter) for coverage under the SLA in the event that Customer is purchasing data services are set forth Network SLA.
- 6.8. **Limitations on Credit Allowances.** No credit allowance will be made for: (i) Interruptions arising from the acts or omissions of, or non-compliance with the provisions of the Agreement or any schedule thereto (including without limitation this SLA, the Service Product Specific Standard Terms and Conditions or Acceptable Use Policy) by, Customer or any authorized user, or any interruptions due to any party other than NAN or for events happening on any other party's network, including but not limited to data service providers or other common carriers connected to, or providing service connected to, the service of NAN or to NAN's facilities; (ii) Interruptions due to the failure or malfunction of non-NAN equipment, including service connected to Customer provided electric power; (iii) Interruptions of service during any period in which NAN is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions; (iv) Interruptions of service during any scheduled maintenance period or when Customer has released service to NAN for maintenance purposes or for implementation of a Customer order for a change in service arrangements; (v) Interruptions of service due to force majeure events beyond the reasonable control of NAN.
- 7. **Limits of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER AND NAN AND/OR ITS VENDOR OF THE SERVICE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE. CUSTOMER'S TERMINATION RIGHTS AS SET FORTH HERIN AND IN THE AGREEMENT ARE CUSTOMER'S SOLE REMEDY AND NAN'S SOLE LIABILITY IN THE EVENT OF ANY PROBLEM WITH THE SERVICE.

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

(Authorized Signature)

Name and Title: _____

Date: _____

(Authorized Signature)

Name and Title: _____

Date: _____