

## NITEL SERVICE GUIDE

### UNIFIED THREAT MANAGEMENT (UTM)

#### **DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

**“Architectural Confirmation Document” or “ACD”** means the document containing the initial configuration for the Services, as agreed to by Customer and Nitel.

**“Base Service”** means the SD-WAN Service.

**“Nitel Data”** means any and all data provided to Customer by Nitel, Nitel’s affiliates, or Nitel’s vendors or that is collected by Customer or its subcontractors on Nitel’s behalf.

**“Nitel Systems”** means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Nitel.

**“Customer Premises Equipment” or “CPE”** means the hardware appliance or other endpoint device installed at the Service Location as part of the Base Service. CPE constitutes Nitel Equipment.

**“Customer Devices”** means computing, storage, or networking devices operated by or on behalf of Customer that Process Nitel Data or that are used to access Nitel Systems.

**“Customer System”** means any Customer or its subcontractors’ applications, websites, computing assets, systems, databases, devices, products, or services that Process Nitel Data.

**“Estimated Availability Date”** means the target date for delivery of Service.

**“Information Security Standards”** means prescribed for use by the National Institute of Standards and Technology, aligned with the International Organization for Standardization/International Electrotechnical Commission 27000 series of standards.

**“Process”** and its cognates means any operation or set of operations that is performed on information, including collection, storage, transmission, disclosure, erasure, and destruction.

**“Service(s)”** means UTM enabled managed firewall services as described in Schedule A-1 hereto.

**“UTM Fortinet”** means UTM Service with Fortinet as the UTM vendor.

**“UTM Meraki”** means UTM Service with Meraki as the UTM vendor.

**“Underlay Service”** means the internet connectivity over which the Service operates.

#### **ARTICLE 1. SERVICES**

This attachment shall apply to the Services. A further description of the Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

#### **ARTICLE 2. PROVIDER**

The Service is provided by Nitel’s affiliate Masergy Communications, Inc., or one of its applicable subsidiaries or Affiliates.

#### **ARTICLE 3. PROVISIONING INTERVAL**

Following Customer’s acceptance of a Service Order, Nitel shall notify Customer of the Estimated Availability Date applicable to that Service Order. Nitel shall use commercially reasonable efforts to provision the Service on or about the Estimated Availability Date; provided, however, that Nitel’s failure to provision Services by the Estimated Availability Date shall not constitute a breach of the Agreement.

#### **ARTICLE 4. START OF SERVICE DATE**

Charges for the Services shall begin to accrue on the Service Commencement Date. The Service Commencement Date shall be the date Nitel informs Customer that the Service is available. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

#### **ARTICLE 5. TERMINATION CHARGES; PORTABILITY**

**5.1** The charges set forth or referenced in each Service Order have been extended to Customer in reliance on the Service Term.

##### **5.2 Termination Charges.**

A. Subject to Sections 5.2(C) and 5.2(D), in the event that a Service is terminated following Nitel’s acceptance of the applicable Service Order, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of the costs and expenses incurred by Nitel in installing or preparing to install the Service.

B. Subject to Sections 5.2(C) and 5.2(D), in the event that a Service is terminated on or following the Service Commencement Date, but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv 100% of any remaining, unpaid non-recurring charges.

Termination Charges shall be immediately due and payable upon cancellation or termination, and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Nitel through the date of such cancellation or termination.

C. Termination Charges shall not apply to Service(s) terminated by Customer as a result of Nitel's material and uncured breach in accordance with the General Terms and Conditions.

D. Customer acknowledges and agrees that termination of either the Nitel-provided Underlay Service or the Base Service shall constitute a termination of the Services and Customer shall pay Termination Charges with respect to the Services as provided herein; provided, that, if Customer terminated such Underlay Service or the Base Service as a result of Nitel's material and uncured breach in accordance with the General Terms and Conditions applicable hereto, then Customer will not be obliged to pay Termination Charges with respect to the Service.

## **ARTICLE 6. ADDITIONAL INFORMATION**

If Customer's Underlay Service is provided by a third-party, Customer's Base Service must be interconnected with such third-party provided Underlay Service in accordance with the applicable Service Guide.

## **ARTICLE 7. CUSTOMER PORTAL**

Nitel provides the Customer with a password-protected web portal ("Portal") to access information regarding the Customer's Service. UTM Meraki Customers may have the option to use the Portal to enter changes to Customer's UTM configuration, subject to the availability of the configuration service, as determined by Nitel.

## **ARTICLE 8. INFORMATION SECURITY REQUIREMENTS**

**8.1 Access to Comcast Systems.** Customer must meet the following requirements with respect to its access to any Nitel Systems:

A. Customer must use reasonable identity and access management processes that meet or exceed Information Security Standards;

B. Customer must use unique user/system identities and must prohibit the use of shared, default, or temporary credentials;

C. Customer must terminate the access of any end user or, if unable to terminate directly, must notify Nitel within twenty- four (24) hours, if an end user no longer needs access to a Nitel System;

D. Customer devices must lock after a reasonable period of inactivity and must disable upon repeated, failed access attempts;

E. Customer must periodically conduct user access reviews no less frequently than every six (6) months and must cooperate with any access reviews conducted by Nitel;

F. Customer may only access Nitel Systems to the extent necessary to Process Nitel Data;

G. Customer must comply with all security requirements when accessing Nitel Systems, which may include Nitel virtual private networks, transport encryption, and multi-factor authentication;

H. Only approved connections to a Nitel System using the Nitel approved protocols and services may be used;

I. Upon request, Customer must document the ports, rules, and protocols acceptable to Nitel; and

J. Nitel may suspend or terminate access to a Nitel System without notice and without penalty.

**8.2 Maintenance.** If the Services require the reconfiguration of Customer Systems or Nitel Systems for maintenance or support, when such configurations are no longer necessary or upon Nitel request, Customer must revert such reconfigurations. To the extent that only Nitel can make such reconfigurations, Customer must inform Nitel and assist Nitel in making such reconfigurations.

**8.3 Customer Devices.** Customer must implement and maintain reasonable security standards for all Customer devices that meet or exceed Information Security Standards, including but not limited to timely patch management, and (A) usage of next generation threat detection or (B) real time anti- virus monitoring and updates and full scans (including system and boot files) as frequently as recommended by Information Security Standards. All Customer devices must be owned or leased and managed by Customer or its subcontractors. Customer must only Process Nitel Data or access Nitel Systems from Customer Devices or devices provided by Nitel. Customer must maintain device management controls for all mobile Customer Devices with access to a Nitel System. Such controls must include the ability to wipe the device remotely.

**8.4 Customer End Users.** Customer is responsible for the acts and omissions of all end users. Customer must ensure that end users do not retain any Nitel Data, any Nitel device, or access to any Nitel System at the request of Nitel.

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### **SCHEDULE A-1 SERVICE DESCRIPTIONS**

The Service will be provided in accordance with the service descriptions set forth below:

#### **1. Service Descriptions**

The Service, which is a premises-based solution, helps Customer maintain perimeter security of, manage, and continuously monitor its firewalls.

The Service is provided from secure facilities that operate on a 24x7x365 basis.

The Service includes standard design consultation, initial setup and installation and integration of the managed firewall with the CPE (as defined and further described in Section 3 below). System updates, policy and rule changes are also available with the Service, but may be subject to additional fees. For clarity, any additional services beyond standard design consultation, initial setup and installation and integration of the managed firewall with the CPE will be subject to additional fees.

UTM Fortinet includes the following standard features. UTM Fortinet may also be referred to as Unified Threat Protection (UTP).

- A. Next Generation Firewall
  - i. Source, destination, application/protocol enforcement.
- B. Web Filtering
  - i. Based on automatic security intelligence tools and targeted threat analysis, real-time updates designed to enable Customer to apply granular policies that filter web access based on content categories.
- C. Intrusion Prevention Service (IPS)
  - i. Implements a database of thousands of signatures, designed to stop attacks that evade conventional firewall defenses.
- D. Anti-Virus Service
  - i. Employs advanced virus, spyware, and heuristic detection engines designed to protect endpoint security agents, to help prevent both new and evolving threats from gaining access to Customer's network's content and applications.
- E. Malware Service
  - i. Cloud-based threat analysis service that provides analysis and helps prevent for zero-day exploits and malware.
- F. Application Control
  - i. Protection of managed desktops and servers by allowing or denying network applications based on enforced policies.

UTM Meraki includes the following standard features.

- A. Next Generation Firewall
  - i. Source, destination, application/protocol enforcement.
- B. Web Filtering
  - i. Web Category, Specific URL, URL pattern blocking. Safe search and YouTube restriction
  - ii. Based on Talos security intelligence updates and targeted threat analysis; real-time updates designed
- C. Intrusion Prevention Service (IPS)
  - i. Real time integration from SNORT database of thousands of signatures, auto signature download designed to add firewall defenses.
- D. Advanced Malware Protection (AMP) Service
  - i. Scans and blocks HTTP file downloads based on behavior based malware detection.

#### **2. Service Requirements**

In order to provide the Service to a Customer's Service Location, the Service Location must have an Underlay Service and Base Service. With respect to the Underlay Service, Nitel supports the Service over Nitel Ethernet Dedicated Internet (EDI) Service, Nitel Business Internet Service, or internet connectivity services provided by a third-party service provider. If the Base Service or Underlay Service is terminated at a Service Location or unavailable for any reason at any time, the Service at such Service Location will be inoperable.

#### **3. Service Delivery and Service Management**

**3.1 Kick-off Call:** Nitel will sponsor a kick-off call with Customer to explain the Service delivery process.

- 3.2 Technical Interview:** Nitel will engage Customer in one or several interviews related to Customer's network design initiatives. Nitel will document the technical information discovered through the interview process into an Architectural Confirmation Document and the Customer will review and confirm that the ACD is accurate. The ACD will be available via the Portal.
- 3.3 Configuration:** Customer's Service will be provided with a standard set of pre-configured policies.
- 3.4 On-Going Solution Support:** If Nitel or a Nitel vendor develops software updates and/or security patches for Nitel's or such vendor's equipment which Nitel uses to provide the Services, Nitel will upload such software updates and/or security patches to the applicable equipment to the extent Nitel determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Nitel shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Nitel determines, in its sole discretion, that such software updates and/or security patches are necessary.
- 3.5 Security Monitoring and Mitigation:** The Service is designed to provide Customer notice of potential security threats detected by the Service; provided, however, that (A) the Service's failure to provide any such notice(s) shall not constitute a breach of the Agreement and (B) Nitel and its affiliates and their respective officers, directors, employees, agents, suppliers, licensors, successors, and assigns shall have no liability to Customer for any damages that are alleged to or arise from or are caused by or alleged to have been caused by the failure to provide any such notice(s). Furthermore, Customer acknowledges and agrees that (i) Nitel will not make changes to Customer's configurations or security settings for the Services (including in response to any potential security threats of which Nitel has notified Customer) and (ii) Customer maintains overall responsibility and liability for maintaining the security, confidentiality, and reliability of Customer's network, computer systems, and data, including implementing configuration changes to the Services in response to potential security threats. Customer further acknowledges that the Services are not a guaranty by Nitel to protect Customer's network, computer systems, or data against unauthorized access, malicious code, deleterious routines, threats, cyberattacks, ransomware and/or other techniques, attack vectors and/or tools employed by computer "hackers" and other third parties (including nation states) to create, exploit, or expose security vulnerabilities. Nitel makes no warranty, express or implied, that any specific or all security threats and vulnerabilities will be detected or mitigated or that the Services will render Customer's network and computer systems safe from intrusions and other security breaches. Nitel makes no guarantees with respect to the detection or blocking of viruses/worms/malware or any other types of attacks and is not responsible for any such malicious data that may be transmitted over the provided network. Nitel makes no warranty that the Services will be uninterrupted or error-free. The Service constitutes only one component of Customer's overall security program and is not a comprehensive security solution.

#### **4. Additional Terms for Cisco Products**

The Service is subject to the then-current, additional terms and consents for Cisco Products located at <https://business.comcast.com/enterprise/terms-conditions> ("Additional Terms for Cisco Products").

#### **5. Customer Responsibilities**

**Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service.**

- 5.1** Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- 5.2** Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty (50) feet from the Customer router or switch interface.
- 5.3** Provide stable power including UPS AC power equipment, circuit sizing to be determined, if applicable.
- 5.4** Provide emergency local generator backup service, if applicable.
- 5.5** Provide access to the buildings and point of demarcation at each Service Location to allow Nitel and its approved contractors to install Nitel Equipment. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Nitel's equipment and facilities.
- 5.6** If interfacing with a third-party IP service, provide, install and maintain a device that is capable of routing network traffic between the Service and the Customer's Wide Area Network.

- 5.7 Customer must provide a point of contact (POC) for installation, service activation, notices for service interruptions, and any maintenance activities.

## 6. **Technical Support and Maintenance**

- 6.1 **Technical Support.** Nitel provides Customers a toll-free trouble reporting telephone number that operates on a 24x7x365 basis. Nitel provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to non-Nitel Equipment.
- 6.2 **Maintenance.** Nitel's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window. The scheduled maintenance date will be determined by Nitel in its sole discretion; provided, that Nitel provides a minimum of (i) forty-eight (48) hour notice for non-service impacting scheduled maintenance or(ii) seven (7) days' notice for service impacting planned maintenance. Emergency maintenance is performed as needed.