



MSx Managed SD-WAN Addendum

This MSx Managed SD-WAN Addendum amends and modifies the Master Service Agreement or Telecommunications Account Agreement, between TPx and Customer. All capitalized terms used but not defined herein will have the meanings given to such terms in the Master Service Agreement or Telecommunication Account Agreement, as applicable

1. MSX SD-WAN MANAGED SERVICES

1.1 MSx SD-WAN product line is defined as TPx's managed software defined wide area networking service whose naming convention references may include, but not be limited to, MSx SD-WAN, MSx SD-WAN, ,MSx for WAN, or MSx SD-WAN Bundle.

1.2 MSx Service Descriptions. Information specific to MSx SD-WAN is available online at TPx.com/Support.

1.3. MSx Managed Service Levels. MSx offers Customers two managed service levels, Core and Optimum. Core is designed for Customers to self-manage their MSx SD-WAN administrative settings, and Optimum is designed for Customers looking for MSx Managed SD-WAN administration. Customers may not combine managed service levels per account.

1.4. MSx Professional Service Charges. For MSx Engineering assistance outside of the scope of Customers current subscription services, MSx Engineers may be available on a time and materials basis. Customer and Third-Party Providers must provide an English-speaking contact.

1.5. MSx Service Changes. Some, but not all, enhancements will be provided at no additional charge to Customer. TPx reserves the right to add new products and to replace or discontinue products at any time. Service impacting changes will be communicated to Customer in a reasonable amount of time in order to present Customer upgraded or alternative options.

2. OPTIONAL FEATURES

2.1 Third-Party Vendor Support is defined as MSx Operations acting as the Customer's representative, with permission (Letter of Agency), in communicating Customer Provided Internet Access service outages to the Customer's Internet Access Provider. Third-Party Vendor Support is supported within the Internet Access Provider's published Technical Support hours using the local or toll-free phone number provided by the Customer during the MSx Operations onboarding process. The Customer is responsible for providing the necessary information to MSx Operations that will allow for MSx Operations to report Internet Access service issues on the Customer's behalf.

2.2 Customer Provided Internet Access is defined as another Internet Service Provider's connection to the Internet, which is used in conjunction with a TPx service. TPx is not responsible for ordering, provisioning, or billing/invoicing of the Customer Provided Internet Access. Ordering, provisioning, and billing/invoicing of the Customer Provided Circuit is not supported by the "Third-Party Vendor Support" feature.



2.2.1 TPx only guarantees Quality of Service (QoS) for services provided over Customer Provided Internet Access if the Customer has contracted a MSx Managed SD-WAN service using a TPx provided Multi Services Router (MSR) and **TPx provided Gateways.**

2.2.2 Customer acknowledges and agrees that once MSx Support has confirmed an outage is not related to the MSx Managed SD-WAN service or the TPx network, and the Customer location is not contracted for Third-Party Vendor Support, the Customer is responsible for contacting its Internet Service Provider to report the service issue immediately after receiving notification from MSx Support reporting the outage. The Customer's technical contact of record will be notified by MSx Support through email, text message, or phone call advising of the Customer Provided Internet Access service issue. The Customer Technical Contact of record with TPx will be the primary receiver of this notification. It is the responsibility of the Customer to keep the technical contact information current with MSx Support (TPx).

2.3 4G LTE Network Access is defined as a wireless 4G LTE Internet connection to an MSR. Network Access must be ordered with one of three available connectivity plans: Primary, Secondary, and Failover.

2.3.1 4G LTE Internet connectivity is Best Effort only and exempt from other TPx documented Service Level Agreements. Wireless Provider's 4G LTE Coverage Area conditions may interfere with the availability and quality of the installed 4G LTE Connection Service, including but not limited to, network capacity, terrain, buildings, foliage, and weather. Service degradation is possible and TPx shall not be liable for any resulting damages. 4G LTE antenna extensions are not included in the 4G LTE Network Access service.

2.3.2 In the event a plan limit has been met, TPx will throttle the 4G LTE connection speed to 5Mbps or below without notification to the Customer. The connectivity speed may not resume as normal, until the beginning of the next billing cycle. Should a Customer exceed the plan threshold three times within a rolling twelve-month period, TPx reserves the right to give the Customer thirty (30) days' notice to either (1) add and/or upgrade to an additional TPx or Customer provided Internet connection or (2) terminate the service without early termination charges. TPx reserves the right to change the traffic usage cap without notice.

2.3.3 Failover option may only be used when a specified primary connection is down. In the event that the Customer Provided Internet Access requires MSx Operations to contact the Internet Access Provider more than three times within a rolling three-month period, TPx retains the right to terminate the 4G LTE Connection at the applicable Customer site with thirty (30) days written notice to the Customer at no charge to the Customer

2.3.4 Third-Party Vendor support is required when 4G LTE is ordered with only customer provided circuit(s).

2.3.5 The modem is TPx property for Customer use during the Service term. Customer is responsible for the safeguard of the installed modem and must not remove from the originally deployed location. The Customer may not replace the modem with any other device serviced by another carrier and/or TPx. Switching the modem will cause Service malfunction and TPx



shall not be liable for any damages resulting from the Customer either changing the modem or moving the modem to a different physical location.

2.3.6 If the 4G LTE wireless device gets lost, stolen, or damaged, it is mandatory that the Customer notify MSx Support, within 24 hours, so that the 4G LTE connectivity can be suspended to prevent an unauthorized party from using it. If the wireless device is used after the loss or theft but before it is reported, a suspension of liability to pay for 4G LTE related charges may be requested by the Customer while the Customer's account activity is under review. If the Customer has not been given a courtesy suspension of recurring monthly charges during the past year, the Customer may request the suspension for thirty (30) days or until the wireless device is replaced or recovered, whichever comes first. There will be device replacement costs and installation fee chargeable to the Customer account to re-establish Service.

3. NON-STANDARD NETWORK DESIGN is a physical or logical configuration of any related MSx SD-WAN device that differs from the standard MSx SD-WAN network design and nullifies any of the Quality of Service (QoS) service levels stated in any TPx contractual agreements, addendums, service level agreement (SLAs), or Terms & Conditions. A standard MSx SD-WAN network design configures all Customer devices on the Local Area Network side of the MSR, with the exception of any Network Termination Unit, which is providing an Ethernet handoff for a Wide Area Network (WAN) connection.

3.1 Placement of another router or firewall in parallel or on the WAN side of the MSR inhibits the ability for TPx to have visibility into the QoS of both TPx services and those of third parties, especially voice related services (including UCx and SmartVoice). Without such visibility, TPx shall not be responsible for maintaining QoS service levels for any TPx or third-party service.

3.2 TPx is not responsible or able to rectify degraded voice quality issues stemming from a nonstandard network design. Issues related to voice quality in a non-standard design can be resolved by using a standard TPx MSx SD-WAN network design. Customer acknowledges these technical limitations and agrees that its contractual obligations under the Agreement remain in effect regardless of any issues caused by these technical limitations.

4. INTERNATIONAL SUPPORT and country availability can be located online at TPx.com/Support. The customer is responsible for following any and all in-country regulatory laws regarding the use of a U.S. based managed services provider. Should the country enact regulations or laws that prohibit either the use of the MSR or the MSx SD-WAN service which is remotely monitored from the U.S., Customer is responsible for returning the MSR in good condition and disconnecting the service to that service address. Early Termination Fees will be credited upon request in this scenario.

4.1 Hardware will only be shipped to a U.S. based address. The customer is responsible for shipment of hardware from the U.S. to the foreign country, including replacement hardware. Customer is responsible for all return shipment costs. Hardware replacement SLAs do not apply to international locations.

4.2 Customer is responsible for ensuring the local Internet circuit is ordered and installed prior to scheduling the test and turn up of its MSx SD-WAN service. Customer is responsible for providing all necessary power adapters to connect the MSR at their international location. Ethernet handoffs are required.



4.3 Exclusions

- 4.3.1 Third party vendor support is not available for international locations.
- 4.3.2 MSx SD-WAN Public IP feature is not supported at international locations (i.e. inbound Internet failover is not supported at these locations).
- 4.3.3 International WAN Gateways via third parties, including the manufacturer, are not supported.

4.4 All payments must be made within the U.S. with U.S. currency.

- 4.4.1 TPx Invoices for the international locations will be sent to the customer's U.S. billing address of record.

This Addendum is effective only upon Customer's agreement to the Master Service Agreement or Telecommunications Account Agreement. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.