



ITx Firewall Managed Security Services Addendum and Service Level Agreement

This Addendum amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and Customer.

WHEREAS, Customer has entered into the Agreement with TPx for ITx Firewall Managed Security Services ("Service") at the rates and subject to the Terms and Conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TPx and Customer hereby agree as follows:

1. Services: TPx will sell to Customer and Customer will purchase Services as shown on the Service Agreement subject to the conditions herein. Use of the Services by the Customer constitutes acceptance of this agreement by both parties.
2. Limitation on TPx's Liability to Customer Re: Malicious Activity Beyond Control of TPx: TPx DOES NOT WARRANT THAT ALL CUSTOMER FAILURES OR PROBLEMS CAN OR WILL BE REMEDIATED AS A RESULT OF TPx'S SERVICES OR THAT CUSTOMER'S SYSTEMS WILL NEVER BE AFFECTED BY MALICIOUS ACTIVITY. TPx DISCLAIMS ANY LIABILITY TO CUSTOMER FOR THE SECURITY OR LACK OF SECURITY OF CUSTOMER'S COMPUTER NETWORK.
3. Acceptable Use Policy ("AUP"): Customer shall at all times conform to the AUP of TPx (available at www.tpx.com/terms).
4. Testing Authorization: By executing this Addendum, Customer acknowledges that to provide Services, TPx must periodically scan Customer's network with various vulnerability assessments tools. Customer grants TPx authorization to perform this vulnerability testing as needed in order to provide the Services described in this Addendum.
5. Security Breach: In the event of a security breach, TPx will provide necessary documentation for investigative purposes beyond what is readily available in the normal course of business on a time and material basis.
6. Customer Service Level Agreement ("ITx Firewall SLA"): The TPx ITx Firewall SLA applies to Customers using ITx Firewall Services. The SLA provides Customer with certain rights and remedies regarding the performance by TPx ITx Firewall Services.
 - a. Customer shall contact ITx Security Support for all service related issues or upgrades to ITx Firewall at either itxsecurity@tpx.com or by calling 800-495-4249.

ITx Firewall Support Plan	
Response Time	6 hour response time except as noted in Subsection j. Security Policy Changes below
Hours of Support (Change Requests)	8:00am – 8:00pm EST Mon – Fri
Hours of Monitoring	24 x 7/365
Security Console Reporting	Monthly Weekly (optional) Daily (optional)

- b. Response time is within 6 hours of contact per Subsection a. above except as noted in Subsection j. Security Policy Changes.

- c. Service Startup Period – This SLA is not applicable until two (2) weeks after the date of installation. During the first two weeks, security policies and configuration are stabilized; installation is tested; and log analysis is performed to develop a security baseline on which reports begin.
- d. The TPx Security Operations Center constantly monitors ITx Firewall Services and will generate a trouble ticket if the Service is unavailable for 30 minutes. In the event of a complete failure of the Service, data communications would be interrupted since it is between Customer’s network access and LAN. A confirmed Service failure will generate an overnight hardware replacement shipment within 24-48 hours, if Customer is using TPx provided hardware. Until the replacement has been received and installed, Customer will be without network access unless Customer chooses to bypass the failed device and directly connect its LAN to its data network access equipment. Customer would then be without any security services until the replacement has arrived and been installed. High availability options with multiple hardware devices are available through TPx as an additional feature to the ITx Firewall managed service in order to mitigate a hardware failure.
- e. Report Delivery Requirements
 - i. Service reports are available to the Customer on monthly basis (Daily and weekly available upon request) for the following services (for more information see User Guides available at www.tpx.com/user-guides).

Report Types
Top Targeted Applications
Log Management Reports
Top Attackers
Security Event Summary
Reports Summary

- ii. Reporting uptime and availability – 99.9%
- f. Help Desk Access – Customer Change Request
 - i. Technical support and incident response services that fall outside the normal SLA will be billed at the rate of \$200.00 per hour.
 - ii. The items included in the management of the device are identified below:
 1. Troubleshoot firewall configuration issues
 2. Upgrade firewall firmware when security exposure requires
 3. Apply patches to firewall Operating System when security exposure requires
 4. Troubleshoot firewall performance issues
 5. Reconfigure firewall for new IP assignment or other purposes
 6. VPN capability configuration (if contracted)
 7. VPN client software support on firewall side (if contracted)
 8. Site-to-Site VPN configuration (if contracted)
 9. Modify firewall security policy per change request
- g. Security Policy Changes
 - i. TPx’s goal is to begin implementation of standard policy changes within four (4) hours of validation of the policy change, and to complete implementation of standard policy changes within twenty-four (24) hours of validation.
 - ii. TPx’s goal is to begin implementation of emergency policy changes within one (1) hour of validation, and to complete implementation of emergency policy changes within four (4) hours of validation.
 1. “Emergency change” defined as a security issue or major business disruption
 2. 24X7X365 support will be provided for emergency issues
 - iii. If TPx fails to implement a standard policy change within twenty-four (24) hours of ITx Firewall Validation, or an emergency policy change within four (4) hours of ITx Firewall Validation then for each such occurrence after the first such occurrence, TPx will issue a credit to Customer equal to one day’s worth (based on a thirty (30) day month) of the recurring monthly fees paid for the affected Managed Service.
- h. Exceptions - Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the Managed Services or a failure to meet an SLA that is caused by or associated with any of the following:
 - i. Circumstances beyond TPx’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor



- disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement
- ii. Failure of access circuits to the ITx Firewall Network, unless such failure is caused solely by TPx.
 - iii. SLAs, if any, for TPx access circuit or other failures will supersede and replace ITx Firewall SLA. Customer cannot apply for ITx Firewall SLA credits if non-availability is due to another TPx service failure.
 - iv. Failure of customer's Internet access service telecommunication failure.
 - v. Failure of Customer Provided Equipment used in connection with the ITx Firewall Services scheduled and emergency maintenance.
 - vi. Domain Name Service (DNS) issues outside the direct control of TPx.
 - vii. Customer's failure to maintain Equipment provided to Customer or Customer Provided Equipment used by Customer to receive the Managed Services, and other acts or omissions of Customer or others authorized by Customer, including without limitation, any negligence, willful misconduct, or use of ITx Firewall in breach of TPx's Terms and Conditions and Acceptable Use Policy.
- i. Customer shall not receive ITx Firewall SLA credits for scheduled maintenance of network services as provided in other service agreements with the Customer or according to the following ITx Firewall maintenance schedule.
 - i. Maintenance Window – TPx has implemented a set of standard service windows used as part of its ongoing maintenance requirements in meeting the SLA. TPx has reserved the following weekly service windows where Customer may experience periodic service outages:
 - 1. Saturday 12 AM – 2 AM EST
 - 2. Other Maintenance Windows – Customer will be notified by e-mail regarding scheduling of additional maintenance windows that are not within the Maintenance Window.
 - j. Credit Request and Payment Procedures
 - i. In order to receive a credit under this SLA, requests must be made by Customer either by calling **877-487-8722** and pressing option 3 for Billing or by email customer_care@tpx.com . Each request for credit in any calendar month must be received by TPx within forty-five (45) business days of the occurrence giving rise to the credit claim or, in the case of SLAs computed on a monthly basis, on receipt by Customer of the monthly Managed Services Report. Notwithstanding anything in this SLA to the contrary, the total amount credit to a customer in connection with SOC and Managed Services Availability, Notification of Firewall Down, Policy Changes and Hardware Replacement is any calendar month will not exceed, in the aggregate, half of the total monthly invoice for fees payable by customer for Managed Services for such month.
 - ii. Each valid credit will be applied to a Customer invoice within two (2) billing cycles after ITx Firewall receipt of such request. Credits are exclusive of any applicable taxes charges to Customer or collected by TPx.
 - iii. Except as set forth in this Addendum, TPx makes no claims regarding the availability or performance of the ITx Firewall Managed Security Services

CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES ARE PRICED BASED UPON LEVELS OF USER COUNTS. CUSTOMER CERTIFIES THAT ITS USER COUNTS FALL WITHIN THE SPECIFIED LEVELS IDENTIFIED HEREIN AND IN THE AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT IT IS THE CUSTOMER'S RESPONSIBILITY TO INFORM TPX IF AND WHEN USER COUNTS INCREASE, SO THAT PRICING MAY BE INCREASED ACCORDINGLY. FAILURE TO NOTIFY TPX OF SUCH CHANGES IS A VIOLATION OF U.S. SOFTWARE LICENSE LAWS AND A MATERIAL BREACH OF THE TERMS OF THIS ADDENDUM.