



Service Specific Terms

MSx Networks

Effective 7.1.2024

These MSx Networks Service Specific Terms are incorporated into each applicable Service Order, and collectively with the General Terms and Conditions, form the Agreement between the Parties. Any capitalized terms not defined herein have the meaning given to them elsewhere in the Agreement.

A. Service Description – MSx Networks

“MSx Networks” is a TPx’s Meraki-based managed Edge, LAN, and WLAN solution, designed to deliver reliable, secure, high-performance networks to improve network stability, availability, and performance. The Service Features and other Entitlements included in the MSx Networks Services are further described in the sections below.

B. Supported Third-Party Product(s) & Technical Features; Portal Access

TPx currently offers its MSx Networks Service utilizing Equipment & related Software from the following Third-Party Product Providers:

Firewalls:

- Meraki

Switches:

- Meraki (Standard LAN deployments and High Availability Services)
- Juniper (High Availability Services)

Access Points:

- Meraki (standard WLAN deployments only)

Technical Features. Certain features that are inherent to the Third-Party Product(s) (“**Technical Features**”) may augment or limit the availability of Add-On Service Features. TPx supports all Technical Features requisite to the Add-On Service Features detailed herein, but may not support all Technical Features offered by a particular Third-Party Product Provider.

Portal Access. User access is provided to the device graphical user interface or cloud-based portal (the GUI or “**Portal**”) for Customer’s authorized users. The software used for a Portal is dependent on the respective Third-Party Product Provider. TPx will provision read/write or administrator level Portal access where Customer has purchased the Core (self-managed) Service Level, or where Customer requests co-management at the Optimum Service Level. Please note that there are additional Service Specific Terms in Section G below associated with Self and Co-Management of the Services.

C. Standard Service Onboarding; Initial Configuration & Account Enablement

Standard Service Onboarding. As a separate non-recurring Professional Services charge, TPx will provide project management and enablement services as required to implement and configure the Technical Features and provision access to Customer’s authorized users. Standard service onboarding is offered during TPx regular business hours. Custom service onboarding may be required for certain deployments, which must be agreed to between the parties in a separate statement of work.

D. Managed Service Levels; Service Feature Availability

MSx Networks is offered at two service levels: (i) Core; and (ii) Optimum. The Core Service Level is designed for Customers looking to self-manage their own incidents and changes to their equipment configurations and network; the Optimum Service Level is designed for Customers looking to leverage the broader managed MSx Networks Services offered by TPx. The availability of Service Features for each Service Level is detailed in Table 1 below.

Table 1. Managed Service Feature Availability.

Legend: "I" – Included; "MRC\$" – available with additional recurring cost; "NRC\$" – available with additional Professional Services charges.

<u>Managed Service Feature</u>	<u>Description</u>	<u>Service Level</u>	
		Core	Optimum
		Post-Onboarding Configuration Requests	Coordinated and planned configuration changes requested by the Customer and approved by TPx that are not a part of Standard Service Onboarding or Standard Maintenance.
Service Support & Incident Management	Service incident analysis, identification of root cause and development and deployment of a remediation plan to resolve the issue or mitigate its impacts. TPx will manage incidents automatically when the system generates a KPI alert (*not included in Core), or when Customer submits a service case. **TPx may charge reasonable professional service fees: (i) to recover its costs of service support & issue management where the issue was the result of Customer's actions taken through Customer Management of the Services, including any network & firewall policy reconfigurations; or (ii) to provide any on-site support as requested by Customer.	*I; **NRC\$	I; **NRC\$
Lifecycle Management	Proactive reporting of any Third-Party Product end-of-support or end-of-life as designated by their respective manufacturers or licensors.	I	I
Standard Maintenance	Periodic execution of TPx approved (i) firmware/software updates and patches as made available for the applicable Third-Party Products by their respective manufacturer or licensor; and, (ii) configuration changes consistent with TPx recommended practices, as informed by the applicable manufacturer or licensor of the Third-Party Product.	I	I
Monitoring, Alerting & Reporting	24X7X365 system-based monitoring of certain Key Performance Indicators (KPIs) used to measure the health, performance and security of the managed firewall network. Certain KPIs may be available in real time status through a dashboard in the firewall GUI, and others may be reportable by TPx at the customer's request. Failure of certain KPIs will trigger automated alerts. See Table 3 for applicable KPIs.	I	I
Firewall Log Retention	Storage of firewall event, traffic and security logs, with a Service Level-based retention period. Logs can be reviewed directly through the firewall GUI or as a report after requesting a support case.	90 Days	90 Days

Table 2. Add-On Service Features. The service features below are available as add-ons and do not form a part of the Services unless they are expressly included as separate line items on the Service Order.

<u>Add-on Managed Service Feature</u>	<u>Description</u>	<u>Service Level</u>	
		Core	Optimum
		High Availability Support	Enable and manage network switches and a secondary Third-Party Product firewall configured to operate in standby mode. If the primary firewall fails, the secondary firewall activates – providing a critical business continuity safeguard. Portal Access is also provided by TPx for the associated switches.
Switch & Access Point Support	Enable and manage Third Party Product switches and/or access points within the Customer's network.	MRC\$	MRC\$

Unaffiliated ISP Service Support	Open and manage service support cases on Customer's behalf with ISPs otherwise unaffiliated with the TPx Services under the Agreement. A Letter of Authority issued by Customer authorizing TPx to perform this Service is required by the respective ISPs. TPx facilitates the service support cases; however, the unaffiliated ISP remains responsible for troubleshooting in accordance with their own agreement with Customer.	MRC\$	MRC\$
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E. KPIs & Support Priority Levels

The KPIs for monitoring, alerting and reporting are as set forth in the table below. TPx will treat an incident that is either triggered by an alert or raised by Customer through a support case associated with each KPI based on the assigned Support Priority Level, as defined within the Service Level Agreement found at www.tpx.com/terms/service_level_agreement.

Table 3. KPIs and Support Priority Levels.

KPI	Monitoring	Alerting	Reporting	Description
Device Up/Down	X	X	X	Physical device status indicating whether it is connected to the network and monitoring platform.
Link Up/Down	X	X	X	Circuit uplink status indicating whether the physical connection to the circuit is functioning. (Applied for multi-circuit designs only)
High Availability Events	X	X	X	"heartbeat" alert. When the primary device in a high availability fails. (Applies to Firewalls only)
Device utilization	X		X	CPU Usage monitoring to aid in troubleshooting

F. Service Commencement & Delivery; Initial Service Term & Billing

TPx endeavors to initiate the Standard Service Onboarding process by contacting Customer within five (5) business days of the mutual execution of the applicable Service Order. During the Standard Service Onboarding process, the Parties will mutually agree to a targeted Service Commencement and Service Delivery Date, as evidenced in writing (email sufficient).

For MSx Networks:

Service Commencement means that TPx has placed the order with the respective Third-Party Product Provider(s) for the Equipment and Software (as applicable), or has otherwise assigned the Equipment in inventory to Customer's order.

Service Delivery means that TPx has completed the Standard Service Onboarding and otherwise delivered the Service, which is available for Customer's use.

The **Initial Service Term** will begin on the date of Service Delivery for each respective Service Location, and continue through the Term identified in the applicable Service Order. TPx will generally accommodate small changes to the target Service Delivery Date; however, where Customer unreasonably delays the Service Delivery or otherwise fails to fulfill its obligations under Article VI of the General Terms and Conditions preventing TPx from completing Service Delivery on the target Service Delivery date, then the Initial Service Term will begin on the target Service Delivery Date. Billing for the Service will coincide with the beginning of the Initial Service Term.

G. Additional Service Specific Terms

1. **Customer Self-Management or Co-Management.** Where TPx provisions read/write or administrative user access to the Customer in the Portal, Customer will have access to modify and otherwise reconfigure Technical Features and other aspects of the Services ("**Customer Management**"). Customer takes full responsibility and TPx disclaims all liability associated with any degradation in the Service quality or security resulting from actions taken by Customer through Customer Management.
2. **Log Retention; Compliance.** TPx will retain the logs as described in Table 1 above. Customer is responsible for retaining or otherwise archiving any logs beyond the stated retention period, regardless of whether such retention is mandated by Customer-Specific Laws.
3. **Unified Threat Management;** Unified Threat Management refers to a collection of security features and services that are combined into a single device within a network, which enables stronger and simplified network security. Features include real-time Intrusion Detection and Prevention (IDS/IPS) to analyze network traffic for malicious activity; Advanced Malware Protection (AMP) that continuously scans and blocks malware using Cisco's threat intelligence database; content filtering that restricts access to inappropriate or harmful websites by category; geolocation-based firewall rules to block or allow traffic from specific regions; and VPN security that securely connects remote sites and users with encrypted VPN tunnels, ensuring data integrity and confidentiality. TPx will use commercially reasonable efforts to configure the Services as requested by Customer for purposes of complying with applicable Customer-Specific Laws.
4. **Bring Your Own Device (BYOD).** Where expressly noted in the Service Order, TPx will agree to manage Equipment that is provided by Customer and not purchased through TPx. Equipment included as BYOD will not be considered an Excluded Product except that Customer is solely responsible for obtaining and maintaining, at its own expense, an active license and/or support agreement with the respective Third-Party Product Provider if not otherwise purchased directly from TPx. Maintenance of the active support agreement is considered a Service Dependency.
5. **Wi-Fi Network Quality.** Selection of wireless access point (WAP) models and their physical placement has a material impact on the Wi-Fi network quality. Signal strength and bandwidth may be materially degraded due to radio interference from other devices, physical or environmental interference, and poorly balanced user loads. TPx may offer recommendations; however, Customer is responsible for the selection of the appropriate model and placement of the WAPs within their Service Locations. TPx will provide Incident Management for poor Wi-Fi network quality; however, Customer will be responsible for the purchase of additional or different WAP models in the likely event that such changes are reasonably required to resolve the quality issues.

Third-Party Terms.

- **Juniper & Meraki.** Portal Access is provided to Customer as an authorized user under the license or subscription rights granted by the respective Third-Party Product Provider to TPx. No pass-through EULAs or other Third-Party Terms are required to utilize Portal Access; however, Customer must adhere to all provisions of the Agreement, including, without limitation TPx's Acceptable Use Policy.