

Managed Security Terms and Conditions Schedule

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference therein (collectively the “Agreement”), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Managed Security (“MS: formerly Managed Network Security (MNS)”) Service provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **MS Service - Definitions.** The following definitions apply to the MS Service features outlined in Section 2(a) below:
 - (a) **Firewall** – Stateful inspection with support for network address translation and demilitarized zone. Firewall policies are defined leveraging port, protocol, and IP address.
 - (b) **Virtual Private Network (“VPN”)** – Site to site Internet protocol security (“IPsec”) VPN connectivity. Standard support for up to ten (10) IPsec connections per location firewall instance.
 - (c) **Remote Access** – End user VPN (IPsec or secure sockets layer (“SSL”)) connectivity. Online interface available for Customer to manage end user accounts (i.e. username and password). Integration with Customer-owned and managed Microsoft directory service (“Active Directory”) for end user authentication is also supported.
 - (d) **Application Control** – Identifies common layer 7 web applications for reporting and incorporation in firewall policy for enforcement.
 - (e) **Intrusion Prevention System (“IPS”)** – Focused signature library to protect against network attacks.
 - (f) **Web Content Filtering** – Control of web access by end users via predefined and curated site categories and site level support for allow or block list.
 - (g) **Threat Monitoring** – Monitors security events detected by security information and event management (“SIEM”) platform, which collects log data from MS Firewalls and the pre-qualified customer owned devices (“Customer Device”). The categories of Customer Device that WIN supports are Active Directory, Windows Server, and Unix/Linux Server. The default log retention provided as part of the Threat Monitoring is twelve (12) months. Additional log retention can be purchased up to six (6) years and log retention periods are required to be twelve (12) month increments.
 - (h) **MPLS** - Multiprotocol label switching network.
 - (i) **SD-WAN** - Software defined wide area network.
 - (j) **CPE** – Customer premises equipment.
 - (k) **VNF** - Virtual Network Function is a network function running on Virtual Machines within another device
 - (l) **Antivirus** – Detecting and blocking known viruses in network traffic traversing the MS Firewall.
 - (m) **Incident - Series of events that trigger rules that are based on pre-defined condition or circumstance (e.g., attempted, or actual unauthorized access, use, disclosure, modification, or destruction the monitored Customers systems or information).**
2. **Description of MS Service.**
 - (a) **MS Cloud and MS CPE**
 - i MS Cloud is a WIN network-based multitenant MS Service designed to provide MS for WIN MPLS and SD-WAN. High availability (“HA”) is included as part of the MS Cloud Service.

MS Cloud is available in the following tiers:

Basic	Advanced	Premium
<ul style="list-style-type: none"> - Firewall - VPN - Remote Access - Application Control - Report 	<ul style="list-style-type: none"> - Firewall - VPN - Remote Access - Application Control - IPS - Web Content Filtering - Report 	<ul style="list-style-type: none"> - Firewall - VPN - Remote Access - Application Control - IPS - Web Content Filtering - Threat Monitoring - Report

- ii MS CPE is a premise based MS Service that leverages a security appliance installed on the Customer’s premises. The security appliance is procured, activated and managed remotely to deliver the MS Service. HA is available as an option by implementing two (2) security appliances in active/passive configuration.

MS CPE is available in the following tiers:

Advanced	Premium
- Firewall	- Firewall
- VPN	- VPN
- Remote Access	- Remote Access
- Application Control	- Application Control
- IPS	- IPS
- Web Content Filtering	- Web Content Filtering
- Report	- Threat Monitoring
	- Report

- iii MS VNF is the software version of the MS Services running on a Virtual Machine within in SD-WAN edge device as Virtual Network Function (VNF).

MS VNF Services are available in the following tiers:

Advanced	Premium
- Firewall	- Firewall
- Application Control	- Application Control
- IPS	- IPS
- Web Content Filtering	- Web Content Filtering
- Report	- Threat Monitoring
	- Report

- (b) **Secured Remote Access (“SRA”)** consists of Remote Access and VPN that provide secured access to WIN MPLS via the Internet.
3. **MS Service Activation.** Once MS Service is ordered, WIN will determine the MS configuration based on a questionnaire form (the “Form”) to be completed by the Customer. A WIN security operations center (“CSOC”) engineer will then configure and activate the MS Service via a scheduled activation call with the Customer.
 4. **MS Service Support.** CSOC provides 24x7 support to aid Customers in questions regarding the MS Service, issue resolution, or change requests.
 5. **MS Service Availability**
 - (a) MS Cloud service availability will be maintained by connecting every Customer location to a primary and secondary security gateway. In the event the primary gateway becomes unavailable, Customer’s traffic will be automatically rerouted to the secondary gateway.
 - (b) MS CPE’s default setup is comprised of a single security appliance installed at the Customer’s facility. If the service becomes unavailable due to a device failure, a replacement device will be shipped next business day to Customer’s location and installed remotely when received. A HA option is available to prevent downtime due to device failure.
 - (c) MS VNF is software only Firewall running on a Virtual Machine within in SD-WAN edge device; purchased from and managed by WIN. The terms and conditions of which are covered in separate service schedule.
 6. **Service Level Objectives** shall be as set forth in **Exhibit 1**, attached hereto and incorporated herein by reference.
 7. **Customer’s Obligations.** Customer agrees to: (i) reasonably cooperate with WIN and provide the Form and additional information regarding Customer’s systems and applications that are connected to MS to help tuning of monitoring as requested; (ii) ensure information for all authorized points of contact remains current; (iii) notify WIN of any network security architecture changes (e.g. unscheduled back-ups, anticipated increase in legitimate inbound web traffic) that could generate false alerts at least twenty-four (24) hours before such a change; and (iv) provide estimated log volume and/or average events per second of Customer Device when Threat Monitoring is required to monitor the Customer Device.
 8. **MS Authorized Use.** Excessive log volume of Threat Monitoring may have a severe impact on SIEM performance, so the log

volume of Threat Monitoring per device should be no more than an average of ten (10) events per second (“Max EPS”). Customer must consult with the CSOC before maintaining a log volume over the Max EPS. WIN reserves the right to modify, terminate or otherwise amend the MS Service if the Customer is in breach of this Section 7 and/or if Customer’s excessive log volume damages the MS Service.

9. Exclusions, Limitations and Restrictions

- (a) Any equipment provided by WIN as part of the MS Service remains the property of WIN and must be returned to WIN upon termination of MS Service in accordance with the terms and conditions of the Agreement. The security appliance provided by WIN will be managed and maintained solely by WIN and Customer will not have direct terminal access to the security appliance when WIN is responsible for configuration management. Any cold spare equipment obtained through the MS Service will not receive any firmware or configuration updates. Out-of-territory locations (i.e. geographic locations in which WIN does not have a field operations presence) will receive best-effort break/fix and issue resolution support, regardless of purchased MS Service tier.
- (b) Customers who provide Customer-owned equipment for the MS Service will not receive support from WIN and are responsible for contacting the equipment manufacturer to place a service request when a hardware failure determination is made by WIN.
- (c) Antivirus Protection is a discretionary MS service capability that automatically scans, deletes and removes known computer software virus from network traffic that traverses the firewall with the following exclusions, limitations and restrictions:
 - i MS Antivirus protection is an optional feature of MS and requires pre-approval by WIN before it's enabled.
 - ii MS Antivirus protection provides additional layer of protection from Malware (i.e. malicious software) including computer viruses.
 - iii MS Antivirus protection uses third-party vendor threat information databases for timely updates on the latest malware, virus, and other cyber threat definitions.
 - iv MS Antivirus protection does not provide protection from zero-day vulnerability where software or hardware vulnerability is known but no patch exists.
 - v MS Antivirus Protection isn't a substitute for a reliable and up-to-date endpoint* security (i.e. Antivirus) software.
 - vi Antivirus technology is not error free, especially against unknown threats.
 - vii Customer should use endpoint security on all their devices* with Internet connectivity.
 - viii Customer should maintain their endpoint security software with the latest malware, virus and other cyber threat definitions.
 - ix WIN does not provide endpoint security software for devices as part of the MS service
*Technology used by organization including but not limited to PCs, Laptops, Tablets, Smartphones and IoT (Internet of Things) devices

10. Authorization to Perform Testing. Customer grants WIN the authority to access Customer’s networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service (“Firewall”). Customer agrees to notify WIN and obtain any third party service provider’s (“Host”) consent to provide the Firewall on Host’s computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney’s fees that arise out of Customer’s failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data. WIN is not providing Information Technology (“IT”) consulting services and the configuration of Customer’s firewall, or any other IT systems, is the sole responsibility of Customer. Prior to the installation or use of the Generic Configuration, Customer should seek the advice and support of its own IT professionals or contractors as needed. WIN may offer, upon written request from the Customer and at WIN’s sole option, a non-specific, pre-configured, generic configuration (“Generic Configuration”) to Customer to aid in setting up the Customer’s MS Firewall. Such Generic Configuration is provided “as is” without warranties of any kind, and WIN expressly disclaims any and all liability arising from Customer’s use of a Generic Configuration provided by WIN to set up the MS firewall. Further, Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney’s fees, that may arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the generic configuration that WIN provides for Customer’s use.

11. **Managed Security Cloud Firewall only:** As operational responsibilities of MS Cloud service, WIN agrees that it will maintain all applicable PCI-DSS compliance requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

12. **Applicable Non-Recurring Charges.**

Windstream reserves the right to charge a convenience fee (minimum 1 billable hour) per instance for labor and services provided by Windstream for which the customer can perform themselves through the self-service portals of either Fortinet FortiPortal or WeConnect Portal.

A. CSOC/Service Assurance Support.

Non-recurring charge of \$150/hr. (regular business hours) or \$225/hr. (after-hours) for any of the following:

- i. Fortinet FortiPortal Monitoring and Management dashboard configuration changes.
- ii. Trouble Shooting of customers own network/assistance with technician on standby.
- iii. Provision of non-SIEM Bulk traffic logs (greater than 10 days).

B. Simple Managed Security Changes.

Non-recurring charge per site (CPE) or per profile (cloud) of \$50/hr. (standard priority) or \$70/hr. (expedited priority) for creation, modification, and/or deletion of the following:

- i. Virtual IPs
- ii. Address Objects/Groups
- iii. Services (Internet Protocols such as HTTPS/TCP 22)
- iv. Schedule Objects (policy is active or inactive during specific times/days)
- v. Firewall Policies
- vi. UTM Features:
 - a. URL Filtering
 - b. Application Control
 - c. IPS Profile
 - d. Web Filter Profile
 - e. Local Categories
 - f. Web Rating Overrides, and/or
 - g. SSL/SSH Inspection Profiles.
- vii. User groups
- viii. Local Users
- ix. LDAP
- x. RADIUS
- xi. Static Routes
- xii. IPSec VPNs
- xiii. DHCP

C. Moderate Managed Security Changes.

Non-recurring charge per site (CPE) or per profile (cloud) of \$ 150/hr. (standard priority) or \$225/hr. (expedited priority) each for any of the following:

- i. Integrating into customer's SAML solution.
- ii. Troubleshooting for:
 - a. VPN Issues
 - b. UTM Features
 - c. Traffic/routing
- iii. Fortinet Single Sign On (FSSO)
- iv. NAT'ed VPN
- v. Simple SDWAN adjustments Advanced customers only (Concierge customers excluded)
- vi. Partial-service reconfiguration/restoration caused by customer's actions/mistakes.

D. Complex Managed Security Changes.

Non-recurring charge per site (CPE) or per profile (cloud) of \$300/hr. (standard priority) or \$450/hr. (expedited priority) each for any of the following:

- i. Network Redesign
- ii. Full-service reconfiguration/restoration caused by customer's actions/mistakes.
- iii. SDWAN changes for Advance Customers Only (Concierge customers do not get charged)
- iv. Captive Portal Access
- v. Untested Designs/Feature integrations

Exhibit 1

Service Level Objectives

The Service Levels listed below will apply to the Services as of the first day of the first whole calendar month after the initial installation of the Service deployment.

MS Change Request

- (i) Standard (Normal) Change Request – One (1) hour to begin addressing and within four (4) hours to complete.
- (ii) Urgent (Emergency) Change Request – Thirty (30) minutes to begin addressing and within one (1) hour to complete.

MS Cloud Service Availability Up-Time

Cloud Firewall shall be available in accordance with 99.99%, of each calendar month during the Term (excluding scheduled outages of which WIN has notified Customer at least 24 hours in advance (“Scheduled Outages”), or changes made by the Customer).

Threat Monitoring Response for High Severity Incidents

For the Premium Tier of MS Service only, the Service will initiate contact automatically to notify Customer only for an Incident within thirty (30) minutes of the determination by WIN, in its sole discretion, that an Incident has occurred and classified as security high severity of nine or above.