

## Blackfoot Always-on Network (AON) Terms and Conditions

Blackfoot Always-on Network (“Blackfoot AON” or “Service”) is provided to the customer on the applicable Service Order (“Customer”) by Blackfoot Communications, Inc. dba Blackfoot (“Blackfoot”) (collectively, “Parties”) pursuant to the terms and conditions of Customer’s signed Service Order for Blackfoot AON and the Master Service Agreement, which are incorporated herein, and these Blackfoot AON Terms and Conditions (“AON Terms”).

In relation to Blackfoot AON the Parties agree:

### I. OVERVIEW.

Blackfoot AON includes, at Customer’s option and as reflected on Customer’s fully executed Service Order, one or more of the following services, which services are described in more specificity in Article III below.

- **Configuration and delivery of hardware and software**
- **4G LTE failover network connection** (NOTE: In exchange for the monthly recurring charge referenced on the Service Order Customer shall receive 1 Gb of 4G LTE failover each month during the Term; however, Customer shall pay Blackfoot a fee for each additional gigabyte of 4G LTE failover in excess of the baseline 1 Gb of 4G LTE failover that is provided per month with Blackfoot AON)
- **Basic firewall management services**
  - o **Optional for an additional fee: Enhanced Plan.** If Customer orders the Enhanced Plan, which includes an advanced security license, it will be reflected on the Service Order.

Blackfoot AON is for business customers only and is managed for Customer by Blackfoot.

With this Service Blackfoot may lease to Customer third-party SD-WAN Equipment and associated third-party licensing/support packages.

### II. DEFINITIONS.

In these AON Terms the following words and phrases have the following meaning:

- A. **Appliance(s):** The customer premise equipment (CPE) upon which Blackfoot AON is configured.
- B. **Blackfoot Data Network:** Means the Blackfoot owned and operated Data Protocol (IP) routing infrastructure consisting of network to network interfaces (NNIs) and selected Blackfoot POPs and the connections between them in the United States. The Blackfoot Data Network does not include (i) Customer premise equipment; (ii) any local loop or access facilities connecting Customer’s premises to the Blackfoot NNI if not owned by Blackfoot; (iii) interconnections with other data service providers, (iv) other data service provider networks, or (v) other ISP networks beyond peering points for traffic routing

- C. **Manage(s)(d)(ment):** Means Blackfoot installs, configures and supports Customer hardware and software, pursuant to these AON Terms.
- D. **Master Service Agreement:** Means the Master Service Agreement attached to Customer's signed Service Order for Blackfoot AON or, if Customer orders Blackfoot AON using Blackfoot's online order process, then the Master Service Agreement located on Blackfoot's website.
- E. **Near-net:** A near-net circuit is a third-party circuit (e.g. a circuit that is not owned by Blackfoot) that is connected to Blackfoot's Data Network at a peering point.
- F. **Off-net:** An off-net circuit is a third-party circuit that does not connect directly to Blackfoot's Data Network.
- G. **On-net:** An on-net circuit is on Blackfoot's Data Network.
- H. **QoS:** QoS is an acronym for Quality of Service, meaning prioritization of certain types of Customer's network traffic over Customer's other network traffic to increase performance at Customer's request. QoS includes managing the delay, delay variation (jitter), bandwidth, and packet loss parameters on a network to optimize network performance for Customer.
- I. **SD-WAN Equipment:** Means hardware and software that provides a centralized WAN control function and allows Customer's service locations to leverage multiple data transport services (i.e. Broadband Internet, LTE, MPLS).
- J. **Service Order:** Service Order means, as applicable, the Service Quote for Blackfoot AON signed (a) physically by Customer along with the Master Service Agreement that accompanies it and the applicable exhibits and documents referenced therein, or (b) electronically by Customer using Blackfoot's online order process, along with Blackfoot's then-existing Master Service Agreement located on Blackfoot's website and the applicable exhibits and documents referenced therein.
- K. **Term:** The Term is the duration of the Parties' agreement related to Blackfoot AON, as reflected on Customer's Service Order related to Blackfoot AON.
- L. **Vendor(s):** Vendor means Blackfoot's then-existing supported vendor(s) associated with Blackfoot AON.
- M. **WAN:** WAN is an acronym for Wide Area Network, which is a telecommunications network that extends over a large geographic distance and that interconnects multiple local area networks.

### III. SERVICE DESCRIPTION.

#### A. **Blackfoot Always-on Network**

Customers that order Blackfoot AON shall receive the following services:

1. Service assessment, specification, configuration and installation.
  - a. Before any equipment is delivered to Customer, before the Installation Date, and before Blackfoot implements the security and application policies and QoS requirements that Customer provides Blackfoot, Customer must complete and provide Blackfoot a complete PQE (Pre-Qualification Engineering) form, which form provides all of Customer's configuration requirements.

- b. Configuration and policy settings for Blackfoot AON on the PQE form, as selected by Customer, will be performed by Blackfoot, unless agreed otherwise in a writing signed by the Parties.
- c. Physical installation of Appliance is completed by Customer.
- d. Blackfoot will perform the configuration remotely. The Customer may be required to physically load media. All Appliances will require remote configuration.

2. Administration and Support.

- a. Blackfoot will acknowledge receipt of the Customer's policy change request (i) immediately if the Customer's request is made via phone, and (ii) within four (4) business hours of receipt if the request is made by email during normal Blackfoot's normal business hours—e.g. 8am-5pm MST. This guarantee is only available for policy change requests submitted by a Customer's IT contact who is identified on the Authorized on Account ("AOA") form Customer executes and delivers to Blackfoot.
- b. Customer acknowledges and agrees Customer is solely responsible for all matters relating to Customer's network security, including but not limited to developing, defining, and carrying out policies, plans, and procedures relating to Customer's network security, cyber security, incident and breach response. While Customer is solely responsible for deciding on policy and configuration, Customer acknowledges and agrees Blackfoot alone will make the Customer-decided changes to policy and/or configuration of Blackfoot AON; Customer will not make those changes.
- c. To obtain support Customer (i) may call Blackfoot AON Support directly at 406-541-5072 and, as backup, may call Blackfoot's main switchboard at 866-541-5000 (Customer should request Blackfoot AON Support), or (ii) may email Blackfoot AON Support at [aon@blackfoot.com](mailto:aon@blackfoot.com).
- d. Included with Blackfoot AON is one (1) change event per month—whether it be a single change or a group of multiple requested configuration changes at the same time—up to a maximum of one (1) hour of labor time. Labor time in excess of one (1) hour will be billed at Blackfoot's then-existing hourly rates. Except as provided in Article III Section (A)(3)(d) below, Blackfoot will make the changes during Blackfoot's normal business hours.

3. Troubleshooting and Resolution.

- a. No network downtime is considered to have occurred if one or more circuits at the affected service site is able to transmit and receive data.
- b. Blackfoot AON includes troubleshooting and resolution of issues on Blackfoot's Data Network (as opposed to issues on an Off-net circuit) during Blackfoot's normal business hours. Blackfoot will endeavor to address and implement Customer change requests to configuration and policy settings within a 24-hour period during Blackfoot's normal business week. Some requests are more complex, and the completion timeframe depends upon the scope of the changes and the Customers' requirements for service windows.

- c. Emergency change requests: Blackfoot will prioritize Customer emergency change requests over routine change requests when requests are made via the designated Blackfoot telephone contacts noted above in Article III Section (A)(2)(c). An emergency change request is a request related to a network outage or security breach, and not a routine change request. Blackfoot's prioritization of Customer's emergency change requests is only available for requests submitted by a valid Customer contact as identified on the Customer's AOA form.
  - d. After-hours support: Support is available to Customer at Blackfoot's then-existing after-hours support rates, subject to a minimum charge for 2 hours of technician time (a 2 hours minimum is required for an on-call technician to establish a secure computer log in, review network monitoring information, make an assessment, contact Customer, and complete resolution in consultation with the Customer.) Customer LAN support is not included in the 2-hour minimum charge but can be provided subject to Blackfoot's then-existing after-hours support rates.
4. Software Upgrades:
- a. Not all Vendor software updates are routinely applied.
  - b. At least one (1) time per year Customer acknowledges, understands, and agrees Blackfoot will check for an Appliance operating system (OS) upgrade to the Vendor-recommended version and apply the upgrade if a newer "Safe Harbor" or equivalent version is needed, as defined by Vendor..
5. Configuration Backup and Recovery.
- a. Blackfoot AON is cloud-based and is backed-up automatically by the Vendor to the Vendor's location—all without Blackfoot intervention or involvement. Customer agrees Blackfoot shall have no responsibility or liability associated with backups.
  - b. In case of hardware failure, or a lost or corrupted configuration, Blackfoot treats the issue as a high priority and endeavors to promptly work with Customer and the applicable Vendor to address the issue. The third-party SD-WAN Equipment leased to Customer shall be replaced or repaired, if at all, pursuant to the warranty terms and conditions of the Vendor that sold such equipment to Blackfoot. If Customer requests to have such third-party SD-WAN Equipment repaired or replaced during the 12 months preceding the end of the Term, then before Blackfoot is obligated to repair or replace that equipment (assuming it is required under Vendor's warranty) Customer must sign a new Service Order for Blackfoot AON with a minimum term of thirty-six months.
  - c. Blackfoot will replace the third-party SD-WAN Equipment leased to Customer that is lost, stolen or damaged where replacement is not covered under Vendor's warranty, in which case Blackfoot will charge Customer, and Customer agrees to pay, a replacement fee, which replacement fee will be the lesser of (i) \$500, and (ii) twenty-

five percent (25%) of the sum of the remaining monthly recurring charges in the Term for Blackfoot AON.

d. The after-hours support rules in Article III Section (A)(3)(d) above apply here as well.

6. Traffic-based Policy Management.

a. Blackfoot will make Customer decided policy configuration changes when requested in writing by Customer, which requests shall be made to [aon@blackfoot.com](mailto:aon@blackfoot.com). Support rules in Article III Section (A)(3)(d) above apply here as well.

**IV. CUSTOMER REQUIREMENTS.**

Customer agrees to perform the following obligations and acknowledges and agrees Blackfoot's ability to perform its obligations, and its liability under the applicable service guarantees ("Service Guarantees") in Blackfoot's Service Level Agreement posted on Blackfoot's website (the "SLA"), which SLA is incorporated herein by this reference, are dependent upon Customer's compliance with Customer's contractual obligations and the following:

- A. **Operating Environment** – Customer shall provide a secure physical space sufficient to operate Appliances and circuits.
- B. **Power** – Customer shall provide power (at least 120v), including universal power supply (UPS).
- C. **Point of Contact** – Customer shall provide Blackfoot with the name and contact information of the point of contact (POC) for installation, service activation, notices for Service interruptions, and any maintenance activities.
- D. **Connectivity** – Customer will provide access to Customer-premises and relevant Appliance(s) necessary for Blackfoot to manage and monitor Blackfoot AON. Additionally, Customer shall immediately communicate to Blackfoot any network or system changes that could impact Blackfoot AON via the process in Article III Section (A)(2)(c) above. Service activation may require device downtime.

**V. ADDITIONAL RULES, REGULATIONS, TERMS AND CONDITIONS.**

- A. Secure Access. Blackfoot technicians remotely access Customer's managed devices through a secure (encrypted) and restricted connection. Blackfoot shall have, and Customer hereby grants Blackfoot, root access to Customer's Appliance(s) managed hereunder during the Term.
- B. Vendor Support Agreements. By signing below Customer authorizes Blackfoot to purchase, on behalf of Customer, Vendor support contracts for the duration of the Term. To enable Blackfoot to fulfill its obligations relating to this Service, Customer shall provide Blackfoot with exclusive access to the Vendor support account.
- C. Transferrable Management. When Customer's contract with Blackfoot relating to this Service expires or is terminated, Blackfoot will leave intact the configuration on the Customer-owned device(s), but remove (1) Blackfoot's credentials for access to the Customer-owned device(s) and (2) Blackfoot's proprietary configuration—e.g., Blackfoot's proprietary configuration would include but not be limited to passwords, logging to external servers, and any configuration that

Blackfoot has developed in-house that other providers do not offer. Blackfoot AON does not include assistance in migrating Customer to another service provider.

- D. Appliance Replacements and Upgrades. Blackfoot AON includes configuration time applied by Blackfoot to new and replacement Customer Appliances of the same Vendor family that Blackfoot supports.
- E. Support for most server and network device protocols. Blackfoot AON includes and is limited to PING, HTTP, HTTPS, DNS, FTP, POP3, SMTP, IMAP, SSH, Telnet, My SQL, MS SQL, and Custom server and device protocols.
- F. Project work. Changes constituting a Customer-initiated redesign are subject to Blackfoot's current hourly rates. Customer-initiated redesign work includes but is not limited to significant updates—e.g. changes by Customer's compliance requirements (e.g., PCI, SOX, etc.) and/or other Customer-initiated audits or network changes.
- G. Breach. Customer agrees to provide Blackfoot with sufficient information, as determined by Blackfoot, to allow Blackfoot to configure the SD-WAN Equipment in a way that meets Customer's security needs, as those needs are decided solely by Customer. Should Blackfoot determine that there has been unauthorized access to the Appliance (a breach), Blackfoot will endeavor to notify Customer of the breach. Customer hereby authorizes Blackfoot to take unilateral action, including but not limited to suspending all or part of Blackfoot AON, to isolate and mitigate the cause of a breach. Blackfoot's breach notification to Customer may contain preliminary and unconfirmed information; however, it is provided to Customer as a courtesy (not an obligation) to assist Customer in its efforts to mitigate the effects of a breach. Blackfoot and Customer each agree to reasonably cooperate with each other to investigate the facts and circumstances involved in a breach. To the extent Blackfoot's cooperation requires time and resources above and beyond those extended by Blackfoot in conjunction with a typical breach investigation as determined by Blackfoot, or should Blackfoot be asked to cooperate with a governmental investigation, Customer will be billed at Blackfoot's standard labor rates.
- H. Off-Net Service Management. Blackfoot AON may be utilized by Customer with third party circuits (off-net). Blackfoot AON provides the same level of benefit on an off-net circuit as it does with on-net/near-net connected Service; however, Blackfoot AON may be limited by variables introduced by use of a third-party network that are beyond Blackfoot's reasonable ability to troubleshoot and control, which Customer agrees Blackfoot bears no responsibility for. Functions such as QoS will be limited due to the nature of third-party (off-net) circuits and support times are reliant on third-party resolution, which the Parties agree Blackfoot bears no responsibility for. At Customer's option, Blackfoot may quote, procure and rebill to Customer, on the monthly Blackfoot billing statement, such third-party circuits.
- I. NO GUARANTEE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BLACKFOOT AON DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION, AND THEREFORE BLACKFOOT DOES NOT GUARANTEE THAT INTRUSIONS, COMPROMISES, OR OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON CUSTOMER'S NETWORK.
- J. Scheduled Maintenance Outages. Scheduled maintenance occurs between 11PM and 5AM seven days per week. During this period various maintenance functions and network reconfigurations or upgrades may occur. Normally these activities do not impact Blackfoot AON. If an activity is

likely or known to impact customers operating within this window, notice of the activity will be given 48 hours in advance. Blackfoot reserves the right to change the maintenance schedule if the need arises.

- K. Reservation of Rights. Blackfoot reserves the right to modify these AON Terms, including the SLA, without Customer's prior approval, in which case Blackfoot will post the updated version of the AON Terms to Blackfoot's website.
- L. Order of Priority. To the extent the terms and/or conditions of Customer's Service Order or the documents/agreements referenced therein conflict with these AON Terms, the order of priority to determine which terms control shall be as follows: the Additional Terms and Conditions box on the Service Order, then these AON Terms, then the Master Service Agreement.