



## MANAGED SOFTWARE-DEFINED WIDE AREA (SD-WAN) NETWORK TERMS AND CONDITIONS

Blackfoot Communications' Managed Software-Defined Wide Area (SD-WAN) Network (the "**Service**") is provided to the customer ("Customer") by Blackfoot Communications, Inc., dba Blackfoot Communications ("Blackfoot Communications") (collectively, the "Parties") pursuant to the terms and conditions of Customer's signed Service Order for the **Service** and the Master Service Agreement, which are incorporated herein, and these Terms and Conditions ("Terms").

**\*IMPORTANT\***

**MANAGED SD-WAN NETWORK IS FOR BUSINESS CUSTOMERS ONLY AND WILL BE  
MANAGED BY BLACKFOOT COMMUNICATIONS ON BEHALF OF CUSTOMER**

In relation to **MANAGED SD-WAN**, the Parties agree:

### 1. **OVERVIEW**

**1.1** The **Service**, SD-WAN, is an application of software-defined networking (SDN) technology applied to wide area network (WAN) connections such as broadband internet (DIA), 4G, LTE, or Multi-protocol label switching (MPLS). The **Service** 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 § 3 below.

**1.1.1** Installation and configuration of SD-WAN hardware and software;

**1.1.2** Installation and management of network connections;

**1.1.3** Optional Firewall Management Services.

**1.2** The **Service** is for business customers only and is managed for Customer by Blackfoot Communications. Blackfoot Communications, via the **Service**, endeavors to provide Customer with enhanced network performance and reliability.

**1.3** With this **Service**, Blackfoot Communications may sell Customer third-party SD-WAN equipment and associated third-party licensing/support packages. Blackfoot Communications may also take over the management of Customer's existing SD-WAN equipment if that equipment was manufactured by Vendor and is the type of equipment that Blackfoot Communications currently supports. If Blackfoot Communications takes over the management of Customer's existing SD-WAN equipment, it must be reflected in a Service Order signed by the Parties.

### 2. **DEFINITIONS**

**2.1** Unless otherwise designated in this agreement, capitalized terms shall have the same meaning as set forth in the Terms and the following words and phrases have the following meaning:



**2.1.1 “Manage(d)(ment)”** shall mean Blackfoot Communications installs, configures and supports Customer SD-WAN hardware, software and network connections, pursuant to these Managed SD-WAN Terms and as reflected on Customer’s monthly invoice related to the **Service**.

**2.1.2 “MRC (Monthly Recurring Charge)”** shall mean each month during the Term Customer must pay Blackfoot Communications the MRC for the **Service**, as reflected on Customer’s monthly invoice related to the **Service**.

**2.1.3 “Near-net”** shall mean a near-net circuit is a third-party circuit (e.g. a circuit that is not owned by Blackfoot Communications) that is connected to Blackfoot Communications’ network at a peering point.

**2.1.4 “Off-net”** shall mean an off-net circuit is a third-party circuit that does not connect directly to Blackfoot Communications’ network.

**2.1.5 “On-net”** shall mean an on-net circuit is on Blackfoot Communications’ WAN.

**2.1.6 “QoS”** shall mean the 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.

**2.1.7 “Term”** shall mean the Term is the duration of the Parties’ agreement related to the **Service**, as reflected on Customer’s Service Order related to the **Service**.

**2.1.8 “Vendor(s)”** shall mean Meraki (Cisco) or VeloCloud (VMWare).

**2.1.9 “SD-WAN Appliance”** shall mean the customer premise equipment (CPE) upon which SD-WAN services are configured.

**2.1.10 “WAN (Wide Area Network)”** shall mean a telecommunications network that extends over a large geographic distance and that interconnects multiple local area networks.

### **3. SERVICE DESCRIPTION**

**3.1 Managed SD-WAN.** Customers that order the **Service** shall receive the following services:

**3.1.1** Customers that order Managed SD-WAN from Blackfoot Communications shall receive the following services:

**3.1.1.1** Service assessment, specification, configuration and installation.

**3.1.1.2** Includes up to four (4) hours per service location of network engineering time to assess customer needs, develop network design and configuration policies. If additional time is required, Blackfoot Communications may quote Customer and include it in the **Service** if the Parties sign a Service Order.



**3.1.1.3** Prior to the Installation Date Blackfoot Communications will implement the security and application policies and QoS requirements customer selects.

**3.1.1.4** Configuration and policy settings for the Service, as selected by Customer, will be performed by Blackfoot Communications, unless agreed otherwise in a writing signed by the Parties.

**3.1.1.5** Physical installation of SD-WAN appliance is not included as part of the Service, unless otherwise listed on Customer's fully executed Service Order.

**3.1.1.6** If an extension of cabling from the circuit demarcation point(s) to the SD-WAN appliance is required Blackfoot Communications will charge Customer a one-time extension fee to complete the cable extension, based on Blackfoot Communications' then-existing extension fees.

**3.1.1.7** When taking over management of an existing SD-WAN appliance, Blackfoot Communications will typically perform the configuration remotely. The Customer may be required to physically load media. All SD-WAN appliances will require remote configuration.

**3.1.1.8** Blackfoot Communications will install, manage and bill customer for third-party IP connectivity, including but not limited to root access described in § 5.1.2 below, as required.

### **3.1.2 Administration and Support**

**3.1.2.1** Blackfoot Communications 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 Communications' 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 Communications.

**3.1.2.2** 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, and incident and breach response. While Customer is solely responsible for deciding on policy and configuration, Customer acknowledges and agrees Blackfoot Communications alone will make the Customer-decided changes to policy and/or configuration of the Service; Customer will not make those changes.

**3.1.2.3** To obtain support Customer (i) may call Blackfoot Communications Business Technical Support directly at 406-541-5072 and, as backup, may call Blackfoot Communications' main switchboard at 866-541-5000 (Customer should request Business Technical Support), or (ii) may email Blackfoot Communications Business Technical Support at [tac@blackfoot.com](mailto:tac@blackfoot.com).



### **3.1.3 Troubleshooting and Resolution**

**3.1.3.1** 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.

**3.1.3.2** Service includes troubleshooting and resolution during Blackfoot Communications' normal business hours. Blackfoot Communications will work to address and implement Customer change requests within a 24-hour period during Blackfoot Communications' 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.

**3.1.3.3** Emergency change requests. Blackfoot Communications will prioritize Customer emergency change requests over routine change requests when requests are made via the designated Blackfoot Communications telephone contacts noted above in § 3.1.2.3. An emergency change request is a request related to a network outage or security breach, and not a routine change request. Blackfoot Communications' 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.

**3.1.3.4** After-hours support. Support is available to Customer at Blackfoot Communications' 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 Communications' then-existing after-hours support rates.

### **3.1.4 Software Upgrades**

**3.1.4.1** Not all Vendor software updates are routinely applied.

**3.1.4.2** At least one (1) time per year Customer acknowledges, understands, and agrees Blackfoot Communications will check for a SD-WAN appliance operating system (OS) upgrade to the Vendor-recommended version and apply the upgrade if a newer "Safe Harbor" or equivalent version is needed (Cisco defines "Safe Harbor" as "Safe Harbor certification marks the successful completion of extensive integrity testing that validates each release.").

**3.1.4.3** Customer and Blackfoot Communications will coordinate for appropriate scheduling. The after-hour support rules in § 3.1.3 above apply here as well.

### **3.1.5 Configuration Backup and Recovery**

**3.1.5.1** The Service is cloud-based and is backed-up automatically by the Vendor to the Vendor's location and without Blackfoot Communications intervention.

**3.1.5.2** In case of hardware failure, or a lost or corrupted configuration, Blackfoot Communications treats the issue as a high priority and endeavors to promptly resolve it for Customer with the applicable vendor.



### **3.1.6 Site-to-Site VPN (Virtual Private Network)**

**3.1.6.1** Blackfoot Communications will manage a Customer's site-to-site and full mesh VPN for a Customer when Blackfoot Communications manages all that Customer's VPN endpoint.

**3.1.6.2** If third party interworking is required (e.g., VPN endpoint is not managed by Blackfoot Communications), additional charges based on Blackfoot Communications' then-existing labor and material charges shall apply (e.g. including but not limited to charges for troubleshooting with 3rd party IT vendor, Customer, or supporting non industry standard protocols or practices).

### **3.1.7 Traffic-based Policy Management**

**3.1.7.1** Blackfoot Communications will make Customer decided policy configuration changes when requested by customer. Support rules in § 3.1.3.3 above apply here as well.

## **3.2 Optional Services**

**3.2.1** The following services are available to Customer on an a la carte basis, for an additional fee. Upon request, Blackfoot Communications will provide Customer a quote for one or more of these Optional Services. Blackfoot Communications shall not be obligated to provide the Optional Services until the Parties have executed a Service Order related to the Optional Services requested by Customer.

### **3.2.1.1 High Availability Service**

**3.2.1.1.1** The High Availability ("HA") service increases the reliability of the Service by supporting the implementation of redundant SD-WAN appliances into Customer's managed environment. Adding HA to the Service may require changes to the software licensing, IP addressing requirements, and/or managed service fees. The Service does not support non-integrated, third party HA solutions.

**3.2.1.1.2** Upon request, Blackfoot Communications may quote Customer a HA configuration and include it in the Service if the Parties sign a Service Order for the HA service. Under this option two managed SD-WAN appliances may be configured and deployed—one fully operational, and the other serving as a backup should the first appliance fail.

## **4. CUSTOMER REQUIREMENTS**

**4.1** Customer agrees to perform the following obligations and acknowledges and agrees Blackfoot Communications' ability to perform its obligations, and its liability under the applicable service guarantees ("Service Guarantees") in Blackfoot Communications' Service Level Agreement posted on Blackfoot Communications' 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:



**4.1.1 Operating Environment.** Customer shall provide Blackfoot Communications with secure space sufficient to access and install SD-WAN appliances and circuits. Prior to installation Customer shall notify Blackfoot Communications if secure space has available space in an equipment cabinet or if the SD-WAN appliance will require wall mounting.

**4.1.2 Power.** Customer shall provide power, including universal power supply (UPS).

**4.1.3 Access.** Customer shall provide Blackfoot Communications or Blackfoot Communications' third-party contractor access to the buildings and point(s) of demarcation at each Customer service location to allow Blackfoot Communications and its approved contractors to install the Service. Access will be granted during normal business hours (8am-5pm) and, if required, at any time, to resolve emergency service or to maintain the Service.

**4.1.4 Point of Contact.** Customer shall provide Blackfoot Communications with the name and contact information of the point of contact (POC) for installation, service activation, notices for Service interruptions, and any maintenance activities.

**4.1.5 Connectivity.** Customer will provide access to Customer-premises and relevant appliance(s) necessary for Blackfoot Communications to manage and monitor the Service. Additionally, Customer shall communicate to Blackfoot Communications any network or system changes that could impact the Service via the process in §3.1.2.3 above. Service activation may require device downtime.

## **5. ADDITIONAL RULES, REGULATIONS, TERMS AND CONDITIONS**

**5.1 Configuration.** Blackfoot Communications has certified network engineers who follow industry standards regarding configuration.

**5.2 Secure Access.** Blackfoot Communications technicians remotely access Customer's managed devices through a secure (encrypted) and restricted connection. Blackfoot Communications shall have, and Customer hereby grants Blackfoot Communications, root access to Customer's SD-WAN appliance(s) managed hereunder during the Term.

**5.3 Vendor Support Agreements.** By signing below Customer authorizes Blackfoot Communications to purchase, on behalf of Customer, Vendor support contracts for the duration of the Term. To enable Blackfoot Communications to fulfill its obligations relating to this Service, Customer shall provide Blackfoot Communications with exclusive access to the Vendor support account.

**5.4 Transferrable Management.** When Customer's contract with Blackfoot Communications relating to this Service expires or is terminated, Blackfoot Communications will leave intact the configuration on the Customer-owned device(s), but remove (1) Blackfoot Communications' credentials for access to the Customer-owned device(s) and (2) Blackfoot Communications' proprietary configuration—e.g., Blackfoot Communications' proprietary configuration would include but not be limited to passwords, logging to external servers, and any



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

**5.5 SD-WAN Appliance Replacements and Upgrades.** The Service includes configuration time applied by Blackfoot Communications to new and replacement Customer SD-WAN appliances of the same Vendor family.

**5.6 Support for most server and network device protocols.** The Service 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.

**5.7 Project work.** Changes constituting a Customer-initiated redesign are subject to Blackfoot Communications' 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.

**5.8 Breach.** Customer agrees to provide Blackfoot Communications with sufficient information, as determined by Blackfoot Communications, to allow Blackfoot Communications to configure the Services in a way that meets Customer's security needs, as those needs are decided solely by Customer. Should Blackfoot Communications determine that there has been unauthorized access to the SD-WAN appliance (a breach), Blackfoot Communications will notify Customer and Blackfoot Communications and Customer will work together to determine a course of action regarding the breach. Customer hereby authorizes Blackfoot Communications to take unilateral action, including but not limited to suspending all or part of the Services, to isolate and mitigate the cause of a breach. Blackfoot Communications' breach notification to Customer may contain preliminary and unconfirmed information; however, it is provided to Customer to assist Customer in its efforts to mitigate the effects of a breach. Blackfoot Communications and Customer each agree to reasonably cooperate with each other to investigate the facts and circumstances involved in a breach. To the extent Blackfoot Communications' cooperation requires time and resources above and beyond those extended by Blackfoot Communications in conjunction with a typical breach investigation, or should Blackfoot Communications be asked to cooperate with a governmental investigation, Customer will be billed at Blackfoot Communications' standard labor rates.

**5.9 Takeovers.** As a condition to Blackfoot Communications taking over management of an existing Customer SD-WAN appliance, Blackfoot Communications must assess the appliance to be sure it meets certain specifications. As a condition to Blackfoot Communications providing Service in relation to an existing Customer SD-WAN appliance Blackfoot Communications may require (1) the appliance to be upgraded to a different appliance that is then-supported by Blackfoot Communications, (2) an active support contract be purchased by Customer from Vendor, and (3) without limitation, the addition, modification and/or removal of applications and user accounts.

**5.10 Off-Net Service Management.** The Service may be utilized by Customer with third party circuits (off-net). The Service provides the same level of benefit on an off-net circuit as it does with on-net/near-net connected Service; however, the Service may be limited by variables introduced by use of a third-party network that are beyond Blackfoot Communications' reasonable ability to troubleshoot and control. 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 Communications bears no responsibility for. At Customer's option, Blackfoot



Communications may quote, procure and rebill to Customer, on the monthly Blackfoot Communications billing statement, such third-party circuits.

**5.11 NO GUARANTEE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SERVICES DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION, AND THEREFORE BLACKFOOT COMMUNICATIONS DOES NOT GUARANTEE THAT INTRUSIONS, COMPROMISES, OR OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON CUSTOMER'S NETWORK.**

**5.12 Scheduled Maintenance Outages.** Blackfoot Communications may schedule maintenance outages for Blackfoot Communications-owned equipment/servers that are being utilized to perform the Service with 1 weeks' notice to Customer's designated contacts.

**5.13 Reservation of Rights.** Blackfoot Communications reserves the right to modify these Managed SD-WAN Terms, including the SLA, without Customer's prior approval, in which case Blackfoot Communications will post the updated version of the Managed SD-WAN Terms to Blackfoot Communications' website.

**5.14 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 Managed SD-WAN 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 Managed SD-WAN Terms, then the Master Service Agreement