

BCM ONE MANAGED NETWORK SERVICES SERVICE ADDENDUM AND SERVICE LEVEL AGREEMENT

Introduction

BCM One, Inc. ("BCM One") Managed Network Services enables organizations to outsource monitoring and management of their Wide Area Network (WAN) and Local Area Network (LAN). The goal of BCM One's Managed Network Services is to minimize service disruptions, avoid lengthy outages and help Clients reduce administrative resources.

VitalView®, BCM One's management platform, monitors circuits, routers, switches or other network devices. The BCM One Network Operations Center ("BCM One NOC") proactively monitors the operational health, performance and security of a Client's infrastructure. BCM One monitoring is provided 24x7x365.

Service Description

VitalView® proactively monitors Client's equipment and transport links. Internet Control Message Protocol ("ICMP") pings and Simple Network Management Protocol ("SNMP") are used to check for a response from each device in five (5) minute intervals. BCM One uses SNMP polls to proactively gather device health information for measuring performance and reporting. Trouble Tickets will be generated in two ways: (1) by proactive alerts monitored by BCM One, or (2) by the Client calling the BCM One Client Service help desk.

Service Requirements

- An IP capable device with SNMP/PING capability.
- A static (public) IP address that either BCM One provides, or Client provides.
- BCM One must have some connectivity to the monitored device.
- An on-site collector (software only) will be used in cases where circuit or device BCM One will be monitoring and/or managing is not directly reachable from the public internet.

Service Descriptions

1. Monitor and Notify (M&N)

BCM One will provide proactive monitoring of all of Client's devices covered by the M&N Service. Monitoring can consist of basic "ping" for up/down status to SNMP traps/alerts for the more sophisticated services. The method depends upon the specific device and its capabilities. With M&N, BCM One will provide immediate electronic notification of an outage to the Client at any time. This notification will be sent to a single device or an email to a single user/alias.

An outage is defined as:

- a. Ten (10) continuous minutes of no service; or
- b. Disruption or degradation of a service for more than fifteen (15) minutes; or
- c. Any combination of (a) and (b), or a repeat of either (a) or (b) within thirty (30) minutes of an (a) or (b) described incident.

Once a Client has been notified, the Client is responsible for clearing the trouble and notifying BCM One that the outage has been cleared. Once cleared, the standard M&N processes shall resume.

BCM One will place the affected device/service in a non-monitored mode during the time the service is being restored.

2. Monitor, Notify and Restore (MN&R)

In addition to all of the terms associated with M&R, upon receipt of an alert of an outage, a BCM One NOC Representative ("Representative") will contact the Client (via phone, text and/or email) to determine if the Client is experiencing an outage. If an outage is confirmed by the Client, then a trouble ticket will be opened by the Representative. A trouble ticket will be opened within fifteen (15) minutes of the NOC receiving the outage alert regardless of Client confirmation of the initial alert. Client login access to the monitoring platform, VitalView® is available upon a Client's request.

BCM One will manage the restoration of the affected service by contacting and working with Client's hardware support company, service provider, maintenance provider and/or internal employees, as applicable. The BCM One Representative will update the Client within one (1) hour of the outage with a status and provide an estimated time for restoration of the service(s), if available. Client must provide BCM One with Letters of Authorization ("LOA") for those suppliers that require an LOA in order for BCM One to initiate support requests. Any break/fix service level agreements ("SLA") offered by any of Client's suppliers shall remain between the Client and that supplier, not BCM One. If requested by Client, BCM One will report on the applicable supplier's performance against any applicable SLA so long as Client provides BCM One with the particular SLA.

BCM One will work with the suppliers of the affected devices and/or services until the device and/or service is restored to normal working order. During the resolution time, BCM One will make every effort to contact the supplier at least twice daily.

For services purchased directly from Service Providers:

In the event a supplier does not respond to a BCM One request for service and/or support, BCM One will notify the Client and the Client will be responsible for escalating with its service provider.

For services purchased directly from BCM One:

In the event a supplier does not respond to a BCM One request for service and/or support, BCM One will notify the Client and BCM One will be responsible for escalating directly with the applicable supplier.

3. Full Remote Management or BCM One's Advanced Management

In addition to all of the terms associated with MN&R, BCM One will assume the responsibility for the configuration of the devices covered by the Full Remote Management Service. This service level provides for remote support only in which BCM One requires SSH access to the devices under management. If the Client desires on-site support that is not related to an incident, it will be provided on an individual case basis only, and BCM One will bill the Client at an hourly rate for such service. BCM One will store the configurations for each device at its data center and maintain a backup copy of the configurations at a secondary location. Updated configurations are backed-up within 24 hours of changes.

Client can request changes via email or phone. two (2) MACDs are included for each device per month. Client requested changes will be made within seventy-two (72) hours of BCM One receiving the Client's request. In an emergency, BCM One will attempt to make changes within two (2) hours during normal business hours (Monday-Friday 8am-8pm EST) and within four (4) hours outside of normal business hours.

Rental Hardware Coverage

BCM One's rental hardware includes a limited lifetime hardware warranty. We will replace the defective hardware with a like or comparable device based on availability. We will use next-day shipping methods, where available.

Purchased Hardware Coverage

Hardware purchased directly from a manufacturer, including but not limited to: Cisco, Cisco Meraki, Versa, OpenGear, Adtran, VMWare/VeloCloud, Juniper, will be covered under the warranty agreement set forth in the applicable manufacturer's purchase/licensing agreement.

Support for Smart Net Total Care (SNTC) - Cisco

Support Overview | Cisco Meraki

Contact Tech Support - Opengear

Versa Premier Service Support | Versa Networks (versa-networks.com)

Support (adtran.com)

VMware Support Offerings (broadcom.com)

Support (juniper.net)

Incident and change Ticket Priority Levels

PRIORITY LEVEL	DESCRIPTION	
1	Device and WAN circuit outages/degradations resulting in total loss of service.	
2	Device and WAN circuit outages/degradations resulting in partial loss of service, intermittent problems and quality issues.	
3	Non-service-impacting technical issues.	
4	Administrative (non-technical) and informational (technical) issues.	
5	Change requests to devices and or circuits under BCM One Management - MACD	

Incident and MACD Notification Timers

PRIORITY	INITIAL NOTIFICATIONS	PERIODIC NOTIFICATIONS
LEVEL		
1	Automatic E-Mail: 9 minutes	Every 60 minutes or sooner, based on
	NOC Resource Assigned to Ticket: 15 minutes	incident needs
2	Automatic E-Mail: 9 minutes	Every 60 minutes or sooner, based on
	NOC Resource Assigned to Ticket: 15 minutes	incident needs
3	Automatic E-Mail: N/A	Every 4 hours or sooner, based on
	NOC Resource Assigned to Ticket: 30 minutes	incident needs, between 8am-8pm ET
4	Automatic E-Mail: N/A	Within 2 business days, between 8am-
	NOC Resource Assigned to Ticket: N/A	8pm ET Mon-Fri
5	Automatic E-Mail: N/A	Within 2 business days, between 8am-
	NOC Resource Assigned to Ticket: N/A	8pm ET Mon-Fri

System Availability

SYSTEM	AVAILABILITY
VitalView® Monitoring Platform	100%
BCM One NOC Operations	100%

Client Responsibilities

- a. Client must make sure that all devices to be managed by BCM One have internet access, whether direct or indirect.
- b. Client must be sure that all devices & circuits to be monitored and managed by BCM One's cloud collector have unique public IP addresses.
- c. An on-site collector is required for all devices using services that are not internet accessible, i.e. MPLS, VPLS, Point-to-Point services.
 - i. Server can be either virtual or physical.
 - ii. Server must be running either Windows or Linux operating system.
 - iii. Server requirements will be discussed depending on the number of devices.
 - iv. Server Updates and Security Patches will be handled by Client.
- d. Please refer to (c) above for all devices that are to be monitored but are not internet accessible, i.e. switching infrastructure, an onsite collector is required.
- e. SNMPv3, SSH & Ping is used for monitoring of devices and circuits, which must be allowed by Client's security appliance from BCM One's specific subnets.

Limitations/Restrictions

- Provisioning of this service outside the United States will be provided on an individual case basis ("ICB").
- Limited performance reports are available.