



**ATTACHMENT "C"
MANAGED SERVICES ADDENDUM
TO THE MASTER SERVICES AGREEMENT**

SDWAN, NETWORK SECURITY AND NETWORK MONITORING ADDENDUM

If you subscribe to any of the following Managed Services ("SDWAN, Network Security and/or Network Monitoring ") with Xpanse Networks, Inc. ("XPANSE"), the terms and conditions herein apply to your use of the Service as part of the Master Services Agreement between the Parties ("Agreement"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions

1.1 "Service" shall mean the transmission of data to and from the Internet through the network of routers, switches and communication channels owned and controlled by XPANSE and/or its selected vendor ("Network") and may include managed hosting services, network security functionality and advanced routing features. Service also includes the use of XPANSE APIs ("API Services") and Licensed Products as further defined herein and in Customer's Service Order for XPANSE Colocation, Managed & API Services (the "Service Order").

1.2 "Service Order" shall mean the initial or subsequent service order forms offered by Customer and accepted by XPANSE. XPANSE and Customer may enter into subsequent Service Orders, which may supersede or complement any prior Service Orders.

1.3 "XPANSE Provided Equipment" shall mean any and all computer equipment, software, API Service, networking hardware or other materials placed by XPANSE, directly or indirectly, for the Customer's use.

1.4 "Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

1.5 "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone", server or other electronic device.

1.6 "Software Documentation" means any end user document included with server software.

2. Service Installation and Nonrecurring Charges

2.1 Installation. XPANSE will begin installation, initiation and Service after it receives and accepts: (1) Customer's signed Service Order; (2) a copy of the Agreement signed by Customer's authorized representative and (3) payment of amounts due under Section 2.1 below as detailed on Customer's Service Order. Customer agrees to pay the Service Activation Charges, Monthly Service Fees, and other fees indicated on the Service Order (collectively, "Service Fees"). If Customer uses Services in excess of or in addition to those agreed to in the Service Order, Customer agrees to pay additional service fees accordingly.

2.2 Nonrecurring Charges. XPANSE will bill Customer for applicable nonrecurring charges including those for service activation upon XPANSE's acceptance of the Service Order. XPANSE will not commence installation, and initiation of Service until it has received payment in full of all such charges indicated as payable before installation in the Service Order.

2.3 Customer Responsibilities. Customer is responsible for all monitoring of security events, mitigation and post-event remediation. Upon Customer request, XPANSE may modify the configuration of the Services in accordance with specifications provided by Customer to attempt to mitigate security events and security threats identified by Customer. XPANSE roll is to implement the configuration settings requested by Customer where practical.

2.4 Ownership.

2.4.1 You acknowledge and agree that the XPANSE platforms and services, including the specific design and structure of individual programs, components and aspects thereof, constitute the valuable trade secrets and proprietary copyrighted material of XPANSE or its upstream provider ("Provider"). Provider owns all rights, title and interest in and to all intellectual property rights in the Services, the Software and all technology, information, trade secrets, patent rights, copyrights, know-how and documentation associated therewith as provided or otherwise made available by Provider and used in the performance of the Services, including all intellectual property rights and Derivative Works therein, on a worldwide basis (collectively, the "Provider Technology"). The license granted to you is limited by these Terms and does not convey any other rights in the Provider Technology, express or implied, nor does it grant any ownership in the Provider Technology or any intellectual property rights therein or thereto. Any rights not expressly granted herein are reserved by XPANSE.

2.4.2 You agree that if any customizations or customized implementations of the Platform or Provider Technology do not qualify as Derivative Works ("Developments"), such Developments are hereby licensed to Provider on an unlimited, non-confidential, nonexclusive, irrevocable, worldwide, royalty-free,

sublicensable basis to perform services, use, distribute, publish, display, copy, sell, have sold, make, have made, create Derivative Works of, import, export, and license the Developments and products and services utilizing or incorporating the Developments, and to otherwise commercially exploit the same. Developments do not include your Personal Data (as defined in Section 7 below) or any of your Confidential Information.

2.4.3 You agree not to remove any copyright or proprietary legends in the Provider Technology, and to implement reasonable security measures to protect our proprietary rights therein from unauthorized use or disclosure. Certain marks, words and logos displayed on the Services, which may or may not be designated by a “TM” “®” “SM” or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our licensors. You are not authorized to use any such marks. Ownership of all such marks and the goodwill associated therewith remains with us or our respective licensors.

3. SDWAN

3.1 SW-WAN Service

SD-WAN service supports Customer’s ability to deploy and use one or more Virtual Network Functions in conjunction with associated Customer Premises Equipment (CPE). Virtual Network Functions include networking capabilities, e.g. routing, running with a virtualized software instances at various Sites across the Customer’s network. The Service supports a managed service platform allowing the deploying and using of one or more Virtual Network Functions in conjunction with associated Comcast.

3.2 Service Requirements. SD-WAN service requires data connectivity at all Service Locations. The connectivity may be pre-existing or ordered in conjunction with the SD-WAN Service. If the underlying broadband connectivity is terminated at a Service Location or unavailable for any reason, the SD-WAN Equipment at said Service Location will be inoperable.

3.3 Technical Specifications.

3.3.1 Broadband connectivity. XPANSE SD-WAN requires separate broadband connectivity and/or internet access.

3.3.2 SD-WAN is an overlay service. XPANSE SD-WAN service creates IPSec VPN tunnels. XPANSE will provide a Layer 3/Layer 4 firewall as part of the standard deployment.

3.3.3 Customer is required to provide XPANSE all requested technical specifications and configurations for the Services. Customer shall subsequently provide information to support any moves, additions, changes, or deletions to the Services

3.3.4 XPANSE

3.4 Best Efforts. XPANSE SD-WAN SERVICE IS PROVIDED ON A COMMERCIALY REASONABLE EFFORTS BASIS ONLY AND XPANSE MAKES NO GUARANTEES WITH RESPECT TO THE DETECTION OR BLOCKING OF VIRUSES/WORM/MALWARE OR ANY OTHER TYPES OF ATTACKS, AND IS NOT RESPONSIBLE FOR ANY SUCH MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK.

4. Network Security

4.1 XPANSE Managed Network Firewall is a security service that inspects traffic upstream at Internet ingress and egress points to the XPANSE network using unified threat management security controls, this service requires no additional hardware at your offices. With this service you will receive a secure firewall dedicated to your business with specific inspection policies defined by you. Once inspected, your traffic is delivered to your locations with an Ethernet hand off using the router provided with your XPANSE telecommunications services.

4.2 XPANSE will use reasonable efforts to provide the Services and/or Equipment to you within any specifications provided by XPANSE. XPANSE will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timelines. All delivery and/or completion dates specified by us are estimates only rather than a guarantee.

4.3 Unless otherwise terminated or suspended in accordance with the Agreement, the Managed Security Service shall be provided for a Minimum Service Period of thirty-six (36) months from the date of activation.

4.4 Upon expiration of the Minimum Service Period, (the "Renewal Date"), and on each subsequent anniversary of the Renewal Date, we shall automatically renew the Unified Threat Management license for a period of thirty-six (36) months.

4.5 Customer is responsible to provide an authorized technical contact and contact number, to notify XPANSE immediately if you become aware of any change in circumstances which may lead you to believe that any security information has become known to any unauthorized personnel, and to contact XPANSE personnel if you make any changes that affect our providing to the service to you. Additionally, any fault with the Services and/or the Equipment (in relation to which a "fault" shall mean a failure in any Firewall which we have supplied to you and which is preventing dataflow across the Firewall), which you detect must be reported to us as soon as possible.

4.6 LIABILITY

a. XPANSE'S LIABILITY RELATED TO ALL PRODUCTS AND SERVICES SUPPLIED BY XPANSE TO CUSTOMER, INCLUDING WITHOUT LIMITATION, MANAGED NETWORK FIREWALL SERVICE, WHETHER OR NOT SUBJECT TO TARIFFS, IS LIMITED BY THIS AGREEMENT. CUSTOMER AGREES THAT XPANSE SHALL NOT BE LIABLE, IN CONTRACT, IN TORT OR OTHERWISE, FOR ANY AMOUNT GREATER THAN THE AMOUNT PAYABLE BY CUSTOMER TO XPANSE UNDER THIS AGREEMENT DURING THE PERIOD OF ANY DELAY, FAILURE, INTERRUPTION OR LACK OF SERVICE. ALL RISK OF LOSS RELATED TO (A) DELAYS IN OR INABILITY TO INSTALL SERVICES OR FACILITIES, (B) MISTAKES, OMISSIONS, OR NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, IN CONNECTION WITH ANY SERVICES OR FACILITIES, (C) INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION, (D) FAILURES OR DEFECTS IN EQUIPMENT OR FACILITIES, (E) FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE OR OPERATIONS OR TO EXERCISE REASONABLE SUPERVISION, OR (F) ANY OTHER CAUSE WHATSOEVER, ARE ASSUMED BY CUSTOMER. IN NO EVENT SHALL XPANSE BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE SERVICES SUPPLIED BY XPANSE, EVEN IF XPANSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XPANSE'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE AMOUNT PAYABLE TO XPANSE BY CUSTOMER FOR THE SERVICES IN QUESTION DURING THE PERIOD IN QUESTION. FORCE MAJEURE EVENTS ALONG WITH SCHEDULED MAINTENANCE SHALL BE CONSIDERED "EXCUSED OUTAGES."

b. XPANSE DOES NOT GUARANTEE THAT ANY FIREWALL OR NETWORK MANAGEMENT SERVICE WILL DETECT, OBSTRUCT AND/OR PREVENT ANY VIRUSES, TROJANS, WORMS OR UNAUTHORIZED ACCESS TO YOUR NETWORK AND/OR COMPUTER SYSTEM.

5. Network Monitoring

5.1 Services. The XPANSE Monitoring Platform.

5.1.1. The Services are enabled by and utilizes a hosted software application (the "XPANSE Platform"). XPANSE hosts the XPANSE Platform and may update the functionality and user interface of

the XPANSE Platform at our sole discretion. You must have access to the XPANSE Platform in order to use the Services (the XPANSE Platform, the “Platform”).

5.1.2. All access to and use of the XPANSE Platform and any XPANSE technology or software is expressly conditioned on your agreement that you will not (nor allow, give permission to or enable any third party to) copy, reverse engineer, reverse assemble, disassemble, or decompile the Platform or any part thereof, create a derivative work of, or otherwise attempt to discover any source code, modify the Platform in any manner or form, or use unauthorized modified versions of the Platform, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the XPANSE Services. A derivative work includes, but is not limited to, any modification of or extension to any software, process, algorithm, trade secret, work of authorship, invention, or to any other intellectual property right.

5.1.3. License. Subject to your compliance with the terms of this Agreement, you are granted a limited, non-exclusive, non-transferable license to download, install and use the XPANSE Platform (in object code form) onto your network for the sole purpose of using XPANSE services.