

VII. NETWORK MANAGEMENT CENTER SUPPORT SERVICES (“NMC SERVICES”)

This NMC Services schedule describes the nature of the NMC Service (“Services”) offered by WIN, LLC to Customer. The terms, conditions, requirements, and specifications herein may be revised from time-to-time.

1. AVAILABLE SERVICES

1.01 *Network Monitoring & Outage Notification Services.* WIN will be responsible for monitoring Customer’s network at designated locations and will report out-of-service alarms.

A. Network Monitoring. WIN will monitor Customer’s network 24 hours per day, 7 days per week at node locations selected by Customer and report out-of-service alarms where Customer’s elements are not functioning, resulting in Customer being in an out-of-service condition. Network Monitoring is available for Layer 2 and/or Layer 3, defined as:

- 1) Layer 2. Simple Network Management Protocol (“SNMP”) trap logging with filters and alarms. Layer 2 is Layer 2 of the Open Systems Interconnection (OSI) reference model. Layer 2 Network Monitoring Services include the following:
 - a) Customer ability to request changes in the nodes being monitored;
 - b) Service-related outage notifications on a schedule selected by Customer, up to 24 x 7 x 365.
- 2) Layer 3. SNMP poll of an Internet Protocol (“IP”) address. Layer 3 is Layer 3 of the Open Systems Interconnection (OSI) reference model. Network Monitoring Services include the following:
 - a) Customer ability to request changes in the sensors being monitored;
 - b) Customer real-time access to sensor status; Customer may authorize up to twenty (20) users for real-time access;
 - c) Customer access to 365-day history of sensor graphs;
 - d) Service-related outage notifications on a schedule selected by Customer, up to 24 x 7 x 365.

B. Outage Notification. In the event of an alarm, WIN will:

- 1) Call Customer On-Call personnel and escalate as necessary according to the Customer Outage Notification List in Schedule I-A of the applicable Service Request, as updated by Customer from time to time.
- 2) Provide Customer with the trouble ticket number; date and time; service location; and a detailed trouble or alarm description.
- 3) Outage notifications will not be provided to any of Customer’s end users unless (1) Customer has requested Third-Party Notifications, agreed in writing to pay the associated fees for such Third-Party Notifications, and has provided WIN with a Third-Party Maintenance & Outage Notification List, Schedule I-C of the applicable Service Request, or (2) Customer is reselling the Monitoring Services to its end-user Customers, the Reseller Addendum

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is attached to and made a part of the applicable Service Request, and Customer has provided WIN with documentation required under said Addendum.

1.02 Network Administration & Engineering Services. WIN will provide administration and engineering services (“Network Administration & Engineering Services”) for Customer network devices. Network Administration & Engineering Services include the following:

- A. Device Configuration. WIN will perform the initial configuration of Customer’s network devices and provide ongoing modifications to meet various Customer objectives;
- B. Device Troubleshooting. WIN will work with Customer and vendors to identify and correct issues affecting the performance of Customer’s network;
- C. Design. WIN will design new topology and recommend implementation of or modifications to devices to improve Customer’s network operations.
- D. Post-Mortem Incident Review Services. WIN will conduct post-mortem incident reviews upon Customer request. The post-mortem investigation and review will be a collaborative effort between WIN and Customer and will be used to:
 - 1) Identify areas of performance improvement;
 - 2) Assist in the development of action plans for process improvements;
 - 3) Assist in identifying root causes of process or system failures.

1.03 Server Administration Services. WIN will provide server administration services (“Server Administration Services”) for Customer including the following:

- A. Installation and Configuration. WIN will perform the initial setup of virtual servers for the management of such Customer resources as DHCP, DNS, email accounts, user accounts, and web hosting, including acquiring and installing any necessary licenses or software;
- B. Maintenance and Troubleshooting. WIN will perform routine server maintenance (including, but not limited to, software updates and patches and configuration changes) as well as investigations and mitigation of performance and/or configuration issues.

1.04 Network Maintenance & Repair Services. WIN will, upon written request of Customer, dispatch technicians and/or perform network maintenance and repair as necessary, including the following:

- A. Security Checks and updates
- B. Configuration backups and checks
- C. Interface error checks
- D. Configuration changes
- E. Software updates
- F. Vendor coordination for network repair

2. MONITORING OF NETWORK TRANSMISSIONS

Transmissions passing through WIN facilities may be subject to legal intercept and monitoring activities by WIN, its suppliers or local authorities in accordance with applicable legal

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requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

3. USE OF AFFILIATES AND THIRD PARTIES

WIN may, at its discretion, utilize one or more of its Affiliates, or third parties, in performing the Services.