



Momentum Telecom

Network Services Terms and Conditions

The following Network Services Terms and Conditions are applicable to all Momentum Network Services products (collectively, “NaaS” or NaaS-LAN Services”) purchased by Customer and are made part of the applicable Customer Service Order and Master Service Agreement between Customer and Momentum.

Momentum General Responsibilities:

1. Maintain the Momentum-provided software and hardware on which the NaaS-LAN Services run.
2. Provide customer support as may be requested by Customer via Momentum’s standard ticketing process(es). Information regarding Momentum’s current support and escalation process can be found at <https://gomomentum.com/escalation-doc/>, which process is subject to change.
3. Momentum will, on equipment it has provided,.
4. For Momentum Qualified Equipment,¹ Momentum will:
 - (a) maintain the current configuration(s), manage all configuration updates, and redress any equipment problems; and
 - (b) facilitate the RMA (Return Merchandise Authorization) process with the manufacturer, as may be required, in the event of equipment failure. Customer may be required to provide reasonable assistance to facilitate such return.
5. Momentum reserves the right to schedule all work.

Customer General Responsibilities:

1. Customer must provide for and maintain a stable network infrastructure with regards to device cabling, adequate power, space, and temperature and/or humidity control.
2. Where physically possible, Customer has an obligation to provide basic ‘hands on assistance’ when working to resolve and/or troubleshoot network hardware issues. If Customer is not able to provide said basic assistance, a dispatch *may* be required (and charged) to facilitate full resolution, should the resolution fall outside the scope of NaaS or NaaS-LAN Services. Please note that Momentum is not responsible for upkeep and/or maintenance of standard device cabling or fiber jumpers.
3. Momentum recommends and encourages Customer to utilize its own security best practices, which may differ based on its specific business requirements.
4. All activities must comply with Momentum’s Acceptable Use Policy that may be found at <https://gomomentum.com/legal/acceptable-use-policy/>
5. Customer will work with Momentum to establish mutually agreeable scheduling for all work.
6. Expedited work may result in additional charges.

WAN Edge – Customer Responsibilities

1. For Customer-provided circuits, Customer is responsible for the relationship with its circuit vendor; Momentum **will not** manage outage tickets on behalf of Customer with Customer’s vendor.
2. Customer must provide Momentum with all relevant² data pertaining to circuits and IP space.²

¹Momentum Qualified Equipment is equipment which: (i) is being provided to Customer under a current Momentum Service Order, (ii) qualifies for support by the manufacturer, and (iii) has not been deemed “end of life” by the manufacturer.

² Data required from Customer for WAN Edge service: WAN information for non-Momentum provided circuits, LAN subnet usage, and any special routing requirements.



Firewall – Customer Responsibilities

1. At Customer's direction, Momentum will configure all Momentum Firewall products and services ("the Firewall Service") as it pertains to export logging to the customer's SIEM or other data lake.
2. Customer will provide the rules for the Firewall Service applicable to the Customer's regulatory requirements, as well as provide guidance regarding Customer's general security practices and requirements.
3. Customer will maintain the day-to-day operation of the Firewall Service with assistance from Momentum's support staff.
4. Customer will identify and respond to threats based on the logs and other alarms provided by the Firewall Service.
5. Customer will monitor the behavior of their network, as well as employees, to identify and implement additional rules or restrictions for the Firewall Service, as may be necessary.

Access Points – Customer Responsibilities

1. Customer must use location tracking and customer analytics to maintain and manage end-user consent.
2. Customer must maintain the cabling between switch and Access Point.

VPNs – Customer Responsibilities

1. Site to site VPN
 - a. Phase 1 & Phase 2 configuration
 - b. Public IP addressing of endpoints
 - c. Details of how VPN needs to be configured
2. Remote Access VPN
 - a. WAN IP Addresses
 - b. LAN IP Addresses
 - c. Authentication
 - d. Installation
 - e. Expected number of clients

Disclaimer:

The Momentum Firewall Service is designed to prevent outside third parties from gaining access to Customer's systems and can provide a highly effective method of monitoring and limiting such access if properly implemented and maintained by Customer. MOMENTUM, HOWEVER, MAKES NO GUARANTY OR WARRANTY THAT ITS FIREWALL SERVICE WILL PREVENT ALL UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS OR DATA AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO CUSTOMER'S BUSINESS OR DATA THAT ARISE AS A RESULT OF THE FIREWALL SERVICE NOT PREVENTING UNAUTHORIZED ACCESS.