PRODUCT-SPECIFIC ATTACHMENT
MASERGY ENDPOINT DETECTION AND RESPONSE SERVICES

ATTACHMENT IDENTIFIER: Endpoint Detection and Response Services, Version 1.0

The following additional terms and conditions are applicable to Service Order Forms for the Endpoint Detection and Response Services (EDR) ordered under a Master Service Agreement:

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Service Agreement.

"EDR Advanced" means the EDR Advanced Service as described in Section 2.3.2. of Schedule A-1. EDR Advanced may also be referred to as "**EDR Complete**".

"EDR Standard" means the EDR Standard Service as described in Section 2.3.1. of Schedule A-1. EDR Standard may also be referred to as "**EDR Control**".

"Estimated Availability Date" means the target date for delivery of Service.

"Masergy" means Masergy Communications, Inc., or one of its applicable operating affiliates or subsidiaries.

"Service(s)" or "EDR" means EDR Advanced and/or EDR Standard, as applicable.

ARTICLE 1. SERVICES

This attachment shall apply to Service Order Forms for the Services ordered under an Enterprise Master Services Agreement. A further description of the Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

ARTICLE 2. PROVIDER

The Services are provided by Masergy Communications, Inc., or its applicable subsidiaries or Affiliates ("**Masergy**").

ARTICLE 3. PROVISIONING INTERVAL

Following its acceptance of a Service Order Form, Masergy shall notify Customer of the Estimated Availability Date applicable to that Service Order Form. Masergy shall use commercially reasonable efforts to provision the Services on or before the Estimated Availability Date; provided, however, that Masergy's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Masergy shall inform Customer when the Service is available ("**Availability Notification**"). Charges for the Services shall begin to accrue on the Service Commencement Date. The Service Commencement Date shall be earliest of: (a) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (b) five (5) business days following the date of the Availability Notification; or (c) the date on which Customer first uses the Service. A single Service Order Form containing multiple Service Locations or Services may have multiple Service Commencement Dates.

ARTICLE 5. TERMINATION AND TERMINATION CHARGES

5.1 The charges set forth or referenced in each Service Order Form have been extended to Customer in reliance on the Service Term.

5.2 Termination Charges.

A. Subject to Sections 5.2 (C), in the event that Service is terminated following Masergy's acceptance of the applicable Service Order Form, but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to one hundred and twenty percent (120%) of costs and expenses incurred by Masergy in provisioning or preparing to provision the Service.

B. Subject to Section 5.2(C), in the event that Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay: (a) all unpaid non-recurring Charges, excluding any waived charges, specified in any Service Order Form; (b) all unpaid recurring charges for Services specified in any Service Order Form through the date of termination; (c) one hundred percent (100%) of all recurring charges for canceled or terminated Services specified in the related Service Order Form for the balance of the Initial Service Term or the current Extension Service Term of such Service; and (d) all fees related to the canceled or terminated Services that Masergy is

charged by any and all third parties that Masergy is unable to avoid after using commercially reasonable efforts, including without limitation, all termination charges due to any and all third-party service providers; provided, however, that such third-party fees will not be separately charged if they are included in fees paid pursuant to subsection (c) of this Section.

C. Termination Charges shall not apply to Service terminated by Customer as a result of Masergy's material and uncured breach in accordance with the Master Service Agreement.

5.3 Additional Termination Right. In addition to, and without limiting Masergy's other termination rights under the Agreement, in the event that any of Masergy's rights, licenses or authorizations to provision the Services, or any component thereof, terminate, cease, or expire, in whole or in part, Masergy may, at its sole option: (a) terminate the Services or affected component(s) thereof, or (b) replace the Services or affected component(s) thereof with substantially similar services.

5.4 Service Upgrades. Customer may upgrade from EDR Standard to EDR Advanced, or downgrade from EDR Advanced to EDR Standard without incurring Termination Charges, provided that: (a) the modified Service (the "**Modified Service**") must assume the remaining Service Term of the existing Service (an "**Existing Service**"), but in no event less than twelve (12) months; (b) the Modified Service is provided to the same Service Location as the Existing Service; (c) Customer submits a Service Order Form to Masergy for the Modified Service and that Service Order Form is accepted by Masergy; and (d) Customer agrees to pay the applicable monthly recurring charges for the Modified Service commencing with the upgrade or downgrade, as applicable.

ARTICLE 6. CUSTOMER PORTAL

Masery provides the Customer with a password-protected web portal ("**Portal**"), which Customer will be required to access to operate and view information regarding the Service. Customer may have the option to use the Portal to enter changes to the Customer's Service settings and configurations, subject to the availability of self-service settings and configurations, as determined by Masergy in its sole discretion.

ARTICLE 7. ADDITIONAL SERVICE TERMS

In the even that Masergy is obligated to indemnify the Customer under the Master Service Agreement as a result of any infringement of a U.S. patent or copyright related to Masergy Equipment or Software, including the EDR Solution, and such Masergy Equipment or Software, including the EDR Solution, is provided by a third party, Masergy's indemnification obligation is conditioned on Masergy having the right to indemnification from the EDR Vendor with respect to the EDR Solution, or other third party provider for any other applicable Masergy Equipment or Software, and the Customer's sole and exclusive remedy against Masergy and the EDR Vendor is limited to the pass through to the Customer of any amounts of damages applicable to the Customer that Masergy is able to recover pursuant to Masergy's agreement with such EDR Vendor or other third party provider. To the extent that the Customer, Masergy and/or any other customer of Masergy pursues claims against an EDR Vendor or other third-party provider, then any damages applicable to the Customer that are actually received from such EDR Vendor or other third-party provider related to such claims shall be allocated equitably among all affected parties.

ARTICLE 8. TECHNICAL SPECIFICATIONS; SLA

The technical specifications applicable to the Services are set forth in Schedule A-1 hereto. The service level objectives ("**SLOs**") applicable to the Services are also set forth in Schedule A-1 hereto.

SCHEDULE A-1
SERVICE DESCRIPTIONS
ENDPOINT DETECTION AND RESPONSE SERVICES

The Services will be provided in accordance with the service descriptions set forth below:

1 Definitions

1.1 "**Active Endpoint**" means an Endpoint where the Endpoint Component of the Solution has been installed and is connected to the EDR Platform cloud management console, and not deactivated or uninstalled.

1.2 "**Customer Data**" means Customer data and information which is uploaded to, processed by and/or stored within the Solution via Customer's use of the Solution, directly or via Masergy's operation of the Solution on behalf of Customer.

1.3 "**Documentation**" means the written and/or electronic end user or technical documentation, including but not limited to documents, images, recordings and/or videos specifying the functionalities of the Solution provided or made available by Masergy or the EDR Vendor, including through Masergy's or the EDR Vendor's website or otherwise, as updated by Masergy or the EDR Vendor from time-to-time.

1.4 "**EDR Platform**" means the cloud-based endpoint detection and remediation platform.

1.5 "**EDR Solution**" or "**Solution**" means the EDR Platform together with the Endpoint Components, and all updates thereto. For the avoidance of doubt, the Solution shall be deemed Software under the Agreement.

1.6 "**EDR Vendor**" means the third party provider, supplier or licensor of the EDR Solution.

1.7 "**Endpoint(s)**" means Customer's physical or virtual hardware devices or end points that can process data and which are compatible with the EDR Solution.

1.8 "**Endpoint Component(s)**" means the software components of the Solution that can be downloaded to Endpoints.

1.9 "**Managed Services**" mean the delivery, operation, management, support or use of the Solutions by Masergy on behalf of or for the benefit of Customer, as and to the extent made available by Masergy.

1.10 "**SOC**" means Masergy's Security Operations Center.

1.11 "**System Data**" means information compiled by the Services in connection with Customer's use of the EDR Platform, including but not limited to cybersecurity attack data, contextual data, detections, indicators of compromise, and Customer Data.

2 Service Description

2.1 **General.** The Service is a managed security service, which provides managed cybersecurity attack detection and response for Customer Endpoints using the EDR Solution. The EDR Solution may be delivered by Masergy as part of the Services, or Customer may request that Masergy provide Managed Services for an EDR Solution for which Customer has an existing and active subscription with an EDR Vendor ("**Customer-Provided EDR Solution**"), in which case the additional terms of Section 5 shall apply. The Service is intended only to detect, contain and disrupt cybersecurity attacks based on the settings and configurations for Customer's Service and does not include any remediation measures, including, but not limited to, post-breach digital forensics, malware analysis, remediation of Endpoint configuration issues, hardware or software version level updates, correction of hardware or software errors or patch fixes.

2.2 **Managed Services.** As part of the Managed Services, the Masergy SOC will monitor cybersecurity attack alerts based on detections made by the EDR Solution on a 24/7x365 basis, and respond to cybersecurity attacks identified from such alerts based on the settings and configurations for Customer's Service and the cybersecurity attack severity classification assigned by the EDR Solution.

2.3 **Service Offerings.** Masergy offers two versions of the Service, EDR Standard and EDR Advanced, which are described below.

(i) **EDR Standard.** EDR Standard includes the basic EDR Solution and Managed Services described in Sections 2.1 and 2.2 above. EDR Standard also includes the following features:

a. Retention of System Data by the EDR Platform for twenty-four (24) hours following collection by the EDR Solution; and

b. The ability for Customer to use the Portal and/or the EDR Platform to enter changes to the Customer's EDR Solution settings and configurations (including privacy settings, alert preferences, and automatic blocking for detected cybersecurity attacks) to the extent Masergy makes such settings and configurations available to Customer in Masergy's sole discretion.

(ii) **EDR Advanced.** EDR Advanced includes all of the features of EDR Standard, as well as the following additional features:

a. Masergy's customization of the EDR Solution's cybersecurity attack detection rules;

b. The option to purchase Threat Hunting (as defined below);

c. Retention of System Data by the EDR Platform for fourteen (14) days following collection by the EDR Solution, and the option to request, for an additional fee, extended data retention for up to three hundred sixty-five (365) days from the date of collection by the EDR Solution; and

d. An improved SLO as outlined in Section 10 below.

2.4 **Optional Features.** During the applicable Service Term, Customers may purchase, as made available by Masergy and subject to additional fees, the following optional features:

(i) Masergy's provision of periodic reviews of the System Data (retained by the EDR Platform) and response actions taken by Masergy as part of the Managed Services.

(ii) A dedicated member of the SOC to monitor and manage Customer's EDR Solution during Masergy's regular business hours (which are determined by Masergy from time to time).

(iii) If the Customer has EDR Advanced, Threat Hunting. "**Threat Hunting**" means Masergy's retrospective analysis of System Data in search of existing cybersecurity attacks.

3 Service Requirements

3.1 **General Requirements.** In order to provide the Services to Customer, Customer's Endpoints must have Internet connectivity. If the Internet connectivity is terminated at any Endpoint or unavailable for any reason at any time (and even if the Endpoint Components installed by Customer otherwise continue to operate), the Services will be inoperable or impaired, including without limitation, such that the Endpoint Components will not communicate with the EDR Platform..

3.2 **Customer Responsibility.** Masergy's ability to provide the Service is contingent upon Customer's compliance with the following responsibilities related to the installation, use, support and maintenance of the Service, and Masergy will not be responsible for any failure of the Service as a result of Customer's failure to fulfill the same:

(i) Provide Masergy necessary technical and contact information required to provision the EDR Solution and Managed Services to Customer;

(ii) Participate in Masergy's Service activation and verification processes, and perform any testing required by Masergy in connection therewith;

(iii) Setup and maintain an account within the EDR Solution and the Portal, including if applicable, setting up secondary users with appropriate privileges;

(iv) Ensure Customer is able to access the Portal and EDR Solution;

(v) Manage service settings for the Service to the extent such settings are self-managed through the EDR Solution or Portal, as determined by Masergy from time to time in Masergy's sole discretion;

(vi) Installing the Endpoint Components on Customer's Endpoints with Masergy's guided installation assistance and strictly in accordance with Masergy's instructions (for the avoidance of doubt, Customer shall not install the Endpoint Components on Customer Endpoints in excess of any quantities or other limitations set forth in a Service Order Form); and

(vii) In the case of Customer-Provided EDR Solutions, (a) provide Masergy with all license or access keys, credentials and permissions, obtain all rights, licenses, consents and authorizations, and take all such other actions necessary, in order for Masergy to access, use, operate, and manage Customer's EDR Solution, and as otherwise necessary for Masergy's performance of the Managed Services, and (b) maintain an active subscription and license to the Customer-Provided EDR Solution.

3.3 **Customer Consent.** Customer acknowledges and agrees that: (a) the EDR Solution connects to and communicates with the Customer's systems and environment, including through Active Endpoints, (b) that Endpoint Components collect and transmit data (including, without limitation, System Data) from Active Endpoints to the EDR Platform, and that Masergy and/or EDR Vendor will have access to such data through the EDR Solution, and (c) the EDR Solution may communicate with Customer's Active Endpoints, systems and environment to initiate responses to cybersecurity attacks. Customer expressly consents to such activity in connection with the Service. Customer further authorizes Masergy to (i) access and transmit, (ii) perform remote analysis of, and (iii) use, modify, and distribute any System Data in connection with the Services.

4 License to EDR Platform; Restrictions

4.1 **License Grant.** With respect to the EDR Solution, the license to the Software set forth in the Master Service Agreement shall be further limited such that the license is non-sublicensable and such use shall be solely in accordance with the Documentation and the terms of the Agreement.

4.2 **License Restrictions.** In addition to and without limiting the restrictions in Master Service Agreement, Customer may not (and shall not permit or cause any third party to) do any of the following: (a) modify, disclose, alter, translate or create derivative works of the EDR Solution (or any components thereof) or any accompanying Documentation; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the EDR Solution (or any components thereof) or any Documentation; (c) disassemble, decompile or reverse engineer the EDR Solution (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or regulations); (d) use the EDR Solution in any illegal way, in violation of any law or regulation or third party property or personal right, including, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party property, personal or privacy rights; (e) use the EDR Solution to knowingly store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (f) copy, frame or mirror any part or content of the EDR Solution; (g) access or use the EDR Solution to build a competitive product or service, or copy any features or functions of the EDR Solution; (h) interfere with or disrupt the integrity or performance of the EDR Solution; (i) attempt to gain unauthorized access to the EDR Solution or their related systems or networks or to another user account; (j) disclose to any third party or publish in any media any performance information or analysis relating to the EDR Solution without consent of Masergy; (k) remove, alter or obscure any proprietary notices in or on the EDR Solution or accompanying Documentation, including copyright notices; or (l) probe, scan or test the vulnerability of the EDR Solution, or take any action in an effort to circumvent the Services; test the vulnerability of the EDR Solution, breach the security or authentication measures on the EDR Solution, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the EDR Solution, such as a denial of service attack.

4.3 **Export Compliance.** Without limiting Sections 13 or 14 of the Master Service Agreement, the EDR Solution and any components of the EDR Solution made available to Customer by Masergy are subject to the U.S. Export Administration Regulations, the UK Export Control Act 2002 and other relevant export control and economic sanctions laws. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the EDR Solution by Customer. Customer shall not access or use the EDR Solution in any jurisdiction in which it is

prohibited under U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**"). Customer represents, warrants and covenants that (a) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction, and (c) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer or Endpoints are located. Notwithstanding the foregoing, Customer acknowledges and agrees that Customer may not use the Service outside of the United States.

5 Additional Limitation of Liability; Disclaimers

5.1 THE LIABILITIES AND OBLIGATIONS OF MASERGY AND ITS AGENTS, SUPPLIERS, AND LICENSORS (INCLUDING THE EDR VENDOR) WITH RESPECT TO THE EDR SOLUTION OR MANAGED SERVICES SHALL NOT EXCEED THE EDR VENDOR'S LIABILITIES AND OBLIGATIONS DETAILED IN ITS APPLICABLE END USER TERMS, TERMS OF SERVICE, OR OTHER APPLICABLE TERMS, INCLUDING, IN THE CASE OF SENTINELONE AS THE EDR VENDOR, THE TERMS OF SERVICE LOCATED AT https://www.sentinelone.com/terms-of-service/. FOR CLARITY AND AVOIDANCE OF DOUBT, THE FORGOING SENTENCE IS INTENDED TO FURTHER LIMIT LIABILITY AND IS NOT INTENDED TO EXPAND ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, INCLUDING ARTICLE 8 (DISCLAIMERS AND LIMITATION OF LIABILITY). IN THE EVENT OF ANY CONFLICT, THE TERMS THAT LIMIT THE LIABILITIES AND OBLIGATIONS OF MASERGY AND ITS AGENTS, SUPPLIERS, AND LICENSORS (INCLUDING THE EDR VENDOR) TO THE GREATEST EXTENT SHALL APPLY.

5.2 SERVICES ARE PROVIDED SUBJECT TO THE RESTRICTIONS AND LIMITATIONS CONTAINED IN THE AGREEMENT. MASERGY MAKES NO EXPRESS OR IMPLIED WARRANTY OR GUARANTEE THAT THE SERVICES WILL (A) IDENTIFY, REMEDIATE OR RESOLVE EVERY, SECURITY RISK, INCIDENT, THREAT OR CYBERSECURITY ATTACK, (B) BE ERROR-FREE (INCLUDING WITH RESPECT TO CYBERSECURITY ATTACK CLASSIFICATION AND/OR FALSE POSITIVES), (C) CORRECTLY PRIORITIZE INCIDENTS, THREATS OR ATTACKS, OR (D) SATISFACTORILY ACCOMPLISH OR PERFORM CYBERSECURITY ATTACK RESPONSE OR THREAT HUNTING. CUSTOMER ACKNOWLEDGES THAT THE SERVICE CONSTITUTES ONLY ONE COMPONENT OF CUSTOMER'S OVERALL SECURITY PROGRAM AND IS NOT A COMPREHENSIVE SECURITY SOLUTION; INSTEAD, THE SERVICE IS INTENDED TO IDENTIFY AND RESPOND TO EXISTING KNOWN CYBERSECURITY ATTACKS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES PROVIDED ARE MERELY A TOOL FOR CUSTOMER TO USE IN ORDER TO ASSIST IN SUCH IDENTIFICATION AND RESPONSE EFFORTS. CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SERVICES, AND FOR ANY RELIANCE THEREON. TO THE MAXIMUM EXTENT PERMITTED BY LAW CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST MASERGY, ITS AFFILIATES AND ITS AND THEIR SUPPLIERS AND LICENSORS ARISING THEREFROM OR RELATING THERETO. MASERGY CANNOT AND DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SERVICES. MASERGY'S ABILITY TO PROVIDE THE SERVICE MAY BE CONTINGENT ON CUSTOMER PROVIDING ACCURATE AND TIMELY INFORMATION TO MASERGY. CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) CYBERSECURITY ATTACK DETECTIONS, ALERTS, AND RESPONSES MADE BY THE EDR SOLUTION, AND (2) THE SOC'S REVIEW AND RESPONSE TO SUCH ALERTS MAY BE CONTINGENT ON THE CUSTOMER'S SETTINGS AND CONFIGURATIONS OF THE SERVICES, INCLUDING THE EDR SOLUTION.

5.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PSA, CUSTOMER ACKNOWLEDGES THAT THE SERVICE WILL OPERATE ONLY ON ACTIVE ENDPOINTS.

6 **System Data.** Customer acknowledges and agrees that (a) as between Customer and Masergy, Masergy shall retain the rights to all System Data collected in conjunction with the Services, and (b) Masergy may use such System Data for security, product, and operations management, and/or for research and development.

7 **Anonymized Data.** Customer acknowledges and agrees that Masergy and/or its suppliers or licensors, including the EDR Vendor, may monitor, collect, use and store fully anonymous, aggregated statistics and/or data regarding use of the Solutions ("**Anonymized Data**") for their business purposes (including, but not limited to, improving the Services and creating new features) and such Anonymized Data shall not be considered Customer Data or System Data, provided that (a) the data cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular individual or Customer, and (b) Masergy or its applicable supplier or licensor (i) has implemented technical safeguards that prohibit reidentification of the information, (ii) has implemented business processes that specifically prohibit reidentification of the information, (iii) has implemented business processes to prevent inadvertent release of anonymous information, and (iv) makes no attempt to reidentify the information.

8 EDR Installation and Configuration

8.1 Customer shall provide to Masergy complete and accurate contact information and scoping information including, without limitation, a list of names and email addresses for provisioning the EDR Solution, a list of operating systems in scope for deployment of the Endpoint Components, and any other information requested by Masergy. Upon receipt of complete and accurate Customer contact and Services scoping information:

(i) Masergy will enable Customer access to the EDR Platform and will provide an initial default configuration.

(ii) Masergy will make Endpoint Component software available to Customer electronically, via download from a secured website or other means as determined by Masergy.

8.2 Masergy will attempt to schedule a call with Customer to complete the Services on-boarding process and to obtain any additional information required from Customer. If Masergy attempts to schedule an on-boarding call are unsuccessful, Masergy may provide Customer an Availability Notification, even if the Customer does not have any Active Endpoints.

9 Response Times in the United States

This SLO refers only to the Response Time by the SOC to a cybersecurity attack within the United States and is dependent on whether Customer has purchased EDR Standard or EDR Advanced. "**Response Time**" means the elapsed time between the reported detection time by the EDR Platform of the cybersecurity attack and the time the SOC annotates the cybersecurity attack. The measurement of the SLO will be based on Masergy's own measurements utilizing Masergy's measurement tools. Masergy endeavors to meet the following Response Times.

Event Type (as defined in the EDR Platform)	Standard EDR Response Time	Advanced EDR Response Time
Active/Suspicious	< 90% of Response Times within 2 hours	< 90% of Response Times within 1 hour
Mitigated/Blocked*	< 90% of Response Times within 4 hours	< 90% of Response Times within 2 hours

* Including Active/Suspicious events in any full disk scan detections