

**PRODUCT SPECIFIC ATTACHMENT
MASERGY PROACTIVE MANAGEMENT - CONNECTIVITY**

ATTACHMENT IDENTIFIER: Masergy Proactive Management - Connectivity, Version 2.0

The following additional terms and conditions are applicable to Service Order Forms for Masergy's Proactive Management - Connectivity Services ordered under an Enterprise Master Services Agreement:

DEFINITIONS

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

"Customer Premises Equipment" or **"CPE"** means the hardware appliance or other endpoint device installed at the Service Location.

"Estimated Availability Date" means the target Service Commencement Date for the Service.

"Service(s)" means Proactive Management - Connectivity Service.

"Underlay Connectivity" means the Masergy provided circuit over which the Service operates.

ARTICLE 1. SERVICES

This attachment shall apply to Masergy Proactive Management - Connectivity Services. A further description of these Services is set forth in Schedule A-1 hereto, which is incorporated herein by reference.

ARTICLE 2. PROVIDER

The Services shall be provided by Masergy Communications, Inc., one of its applicable subsidiaries or Affiliates (**"Masergy"**).

ARTICLE 3. SERVICE PROVISIONING INTERVAL

Following Masergy's 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 Service on or about the Estimated Availability Date; provided, however, that Masergy's failure to provision Service by said date shall not constitute a breach of the Agreement.

ARTICLE 4. SERVICE COMMENCEMENT DATE

The Service Commencement Date shall be the date Masergy informs Customer that the Service is available for use. Charges for the Services shall begin to accrue on the Service Commencement Date.

**ARTICLE 5. TERMINATION CHARGES;
PORTABILITY**

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) and 5.2(D), in the event that a 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 the costs and expenses incurred by Masergy in installing or preparing to install the Service.

B. Subject to Sections 5.2(C) and 5.2(D), in the event that a 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.

Termination Charges shall be immediately due and payable upon cancellation or termination, and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Masergy through the date of such cancellation or termination.

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

D. Customer acknowledges and agrees that termination of the Underlay Connectivity shall constitute a termination of the

Services and Customer shall pay Termination Charges with respect to the Services as provided herein; provided, that, if Customer terminated such Underlay Connectivity as a result of Masergy's material and uncured breach in accordance with the Master Service Agreement applicable hereto, then Customer will not be obliged to pay Termination Charges with respect to the Service.

5.3 Portability. Customer may terminate an existing Service (an “**Existing Service**”) and turn up a replacement Service (*i.e.*, activate Service at a different Service Location) (a “**Replacement Service**”) without incurring Termination Charges with respect to the Existing Service, provided that: (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Service Order Form to Masergy for the Replacement Service within ninety (90) days after termination of the Existing Service, referencing the replacement of the terminated Existing Service and that Service Order Form is accepted by Masergy; (d) Customer reimburses Masergy for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Masergy in installing and provisioning the Replacement Service.

ARTICLE 6. TECHNICAL SPECIFICATIONS

The technical specifications applicable to the Services are set forth in Schedule A-1 hereto.

**PRODUCT-SPECIFIC ATTACHMENT
MASERGY PROACTIVE MANAGEMENT – CONNECTIVITY**

**SCHEDULE A-1
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS**

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

1. Service Descriptions

The Proactive Management – Connectivity Service is fully monitored and managed by the Masergy Network Operations Center (NOC) for outage events and their resolutions. In order to provide the Services to a Customer Service Location, such Service Location must have Underlay Connectivity. The Underlay Connectivity may be ordered in conjunction with the Services.

2. Technical Specifications

- A. Underlay Connectivity Options: Broadband and Dedicated Internet Access
- B. At activation, Masergy shall select the IP Address/Subnet to be monitored. The IP Address/Subnet can be changed through the Customer portal.
- C. Circuits are monitored 24/7/365 days of the year at regular intervals, once every 5 minutes
- D. Masergy sends outage notifications and service alerts to proactively inform the Customer of the status of the Underlay Connectivity.

3. Service Delivery and Service Management

- A. **Kick-off call:** Masergy will sponsor a kick-off call with the Customer to explain the Service delivery process and Masergy and Customer will review Masergy's and Customer's respective roles and responsibilities.
- B. **Technical interview:** Masergy may engage Customer in one or more interviews related to Customer's network design initiatives.
- C. **Network Monitoring and Management:** Beginning on the Service Commencement Date and for the remainder of the Service Term of the applicable Service Order Form, Masergy will provide monitoring 24/7/365 and pull alarms from the equipment related to the availability of the Underlay Services. Masergy will send an alert to the Customer for specific, service-impacting alarms. After receiving such an alarm, Masergy will open an internal ticket and begin to troubleshoot the issue.
- D. **On-Going Solution Support:**
 - i. Configuration Changes. Masergy will support Customer-requested configuration changes, in accordance with Masergy's then current configuration change policy. Any moves, additions, changes, or deletions to the Services shall be requested by means reasonably acceptable to Masergy.
 - ii. Technical Support. Masergy provides Customers with a toll-free trouble reporting telephone number to reach the NOC that operates on a 24x7x365 basis. Masergy provides technical support for Service-related inquiries. Technical support will not offer consulting or advice on issues relating to non-Masergy equipment.
 - iii. Maintenance. Masergy's standard maintenance window is Sunday to Saturday from 12:00 a.m. to 6:00 a.m. local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Masergy and the Customer. Masergy provides a minimum of forty-eight (48) hours' notice for non-service impacting scheduled maintenance. Masergy provides a minimum of seven (7) days' notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

4. **Security Monitoring and Mitigation.**

MASERGY DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION, OR ADVICE REGARDING SECURITY ISSUES OR THREATS. This Service is provided on a commercially reasonable efforts basis only and Masergy 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.

5. **Customer Responsibilities**

Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service:

- A. Customer must provide a point of contact (POC) for installation, service activation, notices for Service interruptions, and any maintenance activities.
- B. Customer must provide the NOC with advance notice of any Customer planned maintenance that might affect the availability of the Service or Underlay Connectivity.