

PRODUCTSPECIFIC ATTACHMENT MASERGY SECURE NETWORK EDGE (SNE)

ATTACHMENT IDENTIFIER: Masergy SNE, Version 1.1

The following additional terms and conditions are applicable to Service Order Forms for the Masergy SNE Services 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.

“Customer Premises Equipment” or “CPE” means the hardware appliance or other endpoint device installed at the Service Location. CPE constitutes Masergy Equipment.

“Estimated Availability Date” means the target Service Commencement Date for the Service.

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

“Service(s)” or “SNE Service(s)” for purposes of this PSA means the Secure Network Edge service as described in Schedule A-1.

“Underlay Service” means the connectivity over which the Service operates.

“WAN” means wide area network.

ARTICLE 1. SERVICES

This attachment shall apply to SNE Services. 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. 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

Charges for the Services shall begin to accrue on the Service Commencement Date. The Service Commencement Date shall be the date Masergy informs Customer that the Service is available and performing at the Service Location in accordance with Schedule A-1 hereto. A single Service Order Form containing multiple Service Locations or Services may have multiple Service Commencement Dates.

ARTICLE 5. 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) 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 Masergy-provided Underlay Service 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 Service 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.

ARTICLE 6. CUSTOMER PORTAL

Masergy provides Customer with access to a password-protected web portal ("**Portal**") for the purpose of accessing information regarding Customer's Service. The Portal also provides a view of certain network-related data, subject to the availability of the Service.

ARTICLE 7. TECHNICAL SPECIFICATIONS

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

**PRODUCT SPECIFIC ATTACHMENT
MASERGY SECURE NETWORK EDGE (SNE)**

**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

- A. SNE Service is a network solution that creates an encrypted overlay network to Customer's Underlay Service (regardless of whether such Underlay Service is provided by Masergy or a third party), enabling "Site-to-SaaS" and "Site-to-Cloud" connectivity for Service Locations. The following features are also included with the SNE Service:
- i. The CPE supports up to three (3) Internet access circuits.
 - ii. The CPE is deployed using a zero touch provisioning model.
 - iii. SNE Service is agnostic to WAN transport technologies, except that SNE Service is not compatible with Ethernet transport.
 - iv. SNE Service includes access to two (2) cloud gateways, and the CPE is configured by default for dual gateway redundancy. The CPE may be configured for geo-redundancy where available.
 - v. Automatic and dynamic routing and load balancing of application traffic across multiple WAN connections based on business and application policies.
 - vi. Session resiliency, providing continuity for critical applications during a circuit switchover due to failure of an underlay circuit.
 - vii. CPE and circuit monitoring for "up/down" status, and alerts based on configuration.

For clarity, SNE Service does not support site-to-site connectivity.

- B. SNE Service is sold as a bundle that includes Masergy Unified Threat Management Services and Masergy Threat Monitoring and Response Services, which are subject to the fees set forth in the applicable Service Order Form and are subject to the terms of the PSA(s) governing such services. Additionally, Endpoint Detection and Response Service is not bundled with the SNE Service, but may be purchased under a Service Order Form as an add-on service to the SNE Service. Endpoint Detection and Response Service is subject to additional fees and to the terms of the PSA governing such service.

2. Service Requirements

In order to provide the Services to a Customer Service Location, such Service Location must have Internet connectivity. The connectivity may be pre-existing or ordered in conjunction with the Services. Subject to limitations set forth herein, Masergy supports the Services over Masergy Underlay Services or Underlay Services provided by a third-party internet service provider. If the underlying connectivity is terminated at a Service Location or unavailable for any reason at any time, the Services at such Service Location will be inoperable.

3. Service Technical Specifications

- A. **Underlay Connectivity.** This Service leverages the public Internet (Masergy on-net Layer 3 internet access services over fiber and DOCSIS, Masergy provided off-net Layer 3 internet access, or third-party-provided internet access, or LTE provided by Masergy or a third party).
- B. **SNE CPE.** Masergy will provide a robust and flexible CPE sized for Customer requirements as determined by Masergy.
- C. **Local Internet Breakout.** Masergy can configure a local Internet breakout at each Service Location with the purpose of routing traffic directly to the Internet as needed. Local Internet breakout is not a connectivity service and is solely a route configuration inside the CPE to allow local hosts to bypass the IP Sec tunnel and access the internet using the local underlay directly.
- D. **Service Orchestration.** Provisioning and configuration of connectivity, routing policies, security, and application aware traffic steering is provided through a centralized, geo-redundant orchestration plane that is logically segregated per Customer. Connectivity to the orchestration layer occurs through encrypted tunnels across the public Internet.
- E. **Digital Experience.** Service visibility, control, and reporting is provided via Masergy's Portal.

4. Service Delivery and Service Management

- A. Technical Interview: Masergy will engage Customer in one or more consultations related to Customer's network design initiatives.
- B. Installation: Customer may self-install the CPE or, subject to additional fees, purchase installation services from Masergy for the CPE pursuant to a Service Order Form. Unless Customer purchases installation services from Masergy under the applicable Service Order Form, (i) Customer shall be responsible for installing the CPE at the Service Location in accordance with any documentation provided or made available by Masergy, and (ii) in no event shall a Masergy technician be dispatched to a Service Location in connection with installing the CPE. If Customer purchases installation services from Masergy, Masergy will dispatch a technician to complete the installation (during regular business hours at the local time of the Service Location), and perform basic troubleshooting of any issues that arise during installation that do not require escalation. Once installed and connected to the Internet, the CPE will self-configure using a zero touch provisioning model.

Customer Provided Internet: Customers must (I) activate all access circuits that will connect to the CPE; and (II) provide to Masergy the IP address Customer will use for each CPE in order for Masergy to configure the CPE.

- C. Post-Installation CPE Configuration Changes:
- i. Each CPE will ship with default Service configurations, as determined by Masergy.
 - ii. Upon request by Customer, following installation, Masergy will modify the configuration of the Services in accordance with specifications provided by Customer, to the extent available as determined by Masergy in its sole discretion.
 - iii. Customer must contact the Masergy Network Operations Center ("NOC") for assistance with any post-installation Service configuration changes.
- D. Network Monitoring and Management: On and after the Service Commencement Date, Masergy will monitor the SNE Service on a 24x7x365 basis and pull alarms from the equipment related to the availability of the Services. Masergy will send an alert to Customer for specific, Service-impacting alarms. After receiving such an alarm, Masergy will open an internal ticket and begin to troubleshoot the issue.
- E. On-Going Solution Support:
- i. **Configuration Changes.** Masergy will support Customer-requested configuration changes, in accordance with Masergy's then-current configuration change policy (the "**Configuration Change Policy**"). Upon request, Masergy shall provide Customer with its then-current Configuration Change Policy. Any moves, additions, changes, or deletions to the Services shall be requested by means reasonably acceptable to Masergy.
 - ii. **Software Updates and Security Patches.** If a Masergy vendor develops software updates and/or security patches for such vendor's equipment which Masergy uses to provide the Services, Masergy will upload such software updates and/or security patches to the applicable equipment to the extent Masergy determines, in its sole discretion, that such software updates and/or security patches are necessary. Updates or patches that are viewed as critical may require immediate action with a maintenance window. For the avoidance of doubt, Masergy shall have no obligation to develop software updates or security patches and its only obligation under this paragraph is to install updates and security patches developed by its applicable vendors to the extent Masergy determines, in its sole discretion, that such software updates and/or security patches are necessary.
 - iii. **Technical Support.** Masergy provides Customers a toll-free trouble reporting telephone number to reach the NOC, which 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.
 - iv. **Escalation.** Reported troubles are escalated in accordance with Masergy's standard escalation procedure.
 - v. **Maintenance.** 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.

5. Security Monitoring and Mitigation

For the Services, Masergy monitors the equipment. **MASERGY DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION, OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Upon request by Customer, Masergy will 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. Masergy's sole obligation is to implement the configuration settings requested by Customer to the extent available as determined by Masergy in its sole discretion. 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.

6. Customer Responsibilities

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

- A. Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- B. Provide secure space sufficient for access to one (1) standard, freestanding equipment cabinet at each of the Customer facilities, no farther than fifty (50) feet from the Customer router or switch interface.
- C. Provide power, including UPS AC power equipment, circuit sizing to be determined, if applicable.
- D. Provide emergency local generator backup service, if applicable.
- E. Provide access to the buildings and Demarcation Point at each Customer Service Location to allow Masergy and its approved contractors to install CPE. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Masergy's equipment and facilities.
- F. If interfacing with a third-party IP service, provide, install and maintain a device that is capable of routing network traffic between the Service and the Customer's WAN.
- G. Provide Masergy all information Masergy deems necessary to configure the SNE Service including, but not limited to (i) circuit type, specifications, IP address details, and any necessary letters of authorization (LOA) for Underlay Services, and (ii) installation and readiness dates for Underlay Services.
- H. Provide smart hands (as needed) and technical information related to data center equipment installation.
- I. Prior to the scheduled Service installation date, install and make available any conduit and/or wiring that may be required by regulatory code authorities.
- J. Provide any required support for safe guest access (if onsite technician visit is needed).
- K. Provide sufficient rack or wall space to mount CPE in an appropriate location.
- L. Provide permanent, code-compliant utility power within five (5) feet of the CPE location.
- M. Conduct a user acceptance test (optional/recommended).
- N. Customer must provide a point of contact ("POC") for installation, service activation, notices for Service Outages, support, and any maintenance activities.
- O. Customer must ensure that any Customer-provided or existing Underlay Service is installed and operational prior to installation of the Services.
- P. The Demarcation Point of the SNE Service is the CPE. Customer shall have sole responsibility for installing, configuring, providing and maintaining all Customer local area network (LAN) equipment.