

**PRODUCT-SPECIFIC ATTACHMENT
MASERGY THREAT MONITORING AND RESPONSE SERVICES**

ATTACHMENT IDENTIFIER: Masergy Threat Monitoring and Response Services, Version 1.0

The following additional terms and conditions are applicable to Service Order Forms for the Masergy Threat Monitoring and Response Services (TMR) 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.

“Base Services” means both the SD-WAN Service and Unified Threat Management (UTM) Service provided by.

“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)” means the Masergy Threat Monitoring and Response Services.

ARTICLE 1. SERVICES

This attachment shall apply to Service Order Forms for the Masergy Threat Monitoring and Response Services ordered under a Master Service 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 Service is provided by Masergy and Customer may be invoiced for the Services by Masergy.

ARTICLE 3. 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 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

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 at the Service Location. A single Service Order Form containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**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 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 installing or preparing to install the Service.

B. Subject to Sections 5.2(C) and 5.2(D), 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.

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. 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.

D. Customer acknowledges and agrees that termination of the Base 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 or the Base 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. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Masergy may request (as applicable), and Customer will provide to Masergy, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Masergy to make the necessary cross-connection between the Service and Customer's other service provider(s). Masergy may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

SCHEDULE A-1
SERVICE DESCRIPTIONS
MASERGY THREAT MONITORING AND RESPONSE SERVICES

The Masergy Threat Monitoring and Response Services (“TMR”) will be provided in accordance with the service descriptions set forth below:

1. Service Description.

TMR is a managed security service that monitors alert notifications from the Fortinet Unified Threat Management (“UTM”) appliance, which is deployed within the Base Service without any additional Customer Provided-Equipment or Masergy Equipment. Masergy’s Security Operations Center (“SOC”) analysts triage these alerts on a 24x7x365 basis, making assessments, and responding (if needed) on Customer’s behalf, which may include pushing firewall blocking rules, to mitigate threats. If additional Customer action is needed, the SOC analysts will contact Customer with actionable information and guide the Customer through threat mitigation. Risk metrics and alerting Incident Response workflow may be monitored by Customer via the applicable web portal which Masergy may make available to Customers from time to time.

2. Service Requirements. Customer must have the Base Services. Pricing for the Service is based upon the total number of Service Locations with Base Service and the total number of Customer’s end users.

3. Disclaimer. THE SERVICE CONSTITUTES ONLY ONE COMPONENT OF CUSTOMER’S OVERALL SECURITY PROGRAM AND IS NOT A COMPREHENSIVE SECURITY SOLUTION. MASERGY DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, THAT (I) THE SERVICES WILL IDENTIFY OR PREVENT ALL VULNERABILITIES, THREATS, DATA BREACHES/DATA LOSSES OR INTRUSIONS, (II) THE MITIGATION EFFORTS IMPLEMENTED BY MASERGY OR CUSTOMER WILL BE SUCCESSFUL IN MITIGATING THE OVERALL IMPACT OF THE INCIDENT, OR (III) OR THAT MASERGY DETECTION, ALERTING, AND/OR MITIGATION (A) WILL BE UNINTERRUPTED OR ERROR-FREE OR (B) WILL NOT INADVERTENTLY BLOCK NON-MALICIOUS TRAFFIC. CUSTOMER ACKNOWLEDGES THAT THE SERVICES PROVIDED ARE MERELY A TOOL FOR CUSTOMER TO USE IN ORDER TO ASSIST IN SUCH IDENTIFICATION AND PREVENTION EFFORTS. MASERGY’S ABILITY TO PROVIDE THE SERVICE MAY BE CONTINGENT ON CUSTOMER PROVIDING ACCURATE AND TIMELY INFORMATION TO MASERGY.