PRODUCT SPECIFIC ATTACHMENT MASERGY ZERO TRUST NETWORK ACCESS SERVICES

ATTACHMENT IDENTIFIER: Masergy Zero Trust Network Access Services, Version 1.0

The following additional terms and conditions are applicable to Service Order Forms for the Masergy Zero Trust Network Access (ZTNA) Services ordered under a Masergy 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 the SD-WAN Services (SD-WAN Secure, SD-WAN Secure OTT, SASE) Services provided by Masergy.

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

"Service(s)" or "ZTNA" means the Zero Trust Network Access Services.

"Underlay Service" means the connectivity over which the Base Service operates.

ARTICLE 1. SERVICES

This attachment shall apply to Zero Trust Network Access 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 shall be provided by Masergy Communications, Inc., or one of its applicable subsidiaries or Affiliates ("Masergy").

ARTICLE 3. PROVISIONING INTERVAL

Following Customer'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

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. 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.
- 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 nonrecurring 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 thirdparty service providers; provided, however, that such thirdparty 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 Underlay Service or 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 non-recurring and monthly recurring cross-connect charges to make such connections.

PRODUCT SPECIFIC ATTACHMENT MASERGY ZERO TRUST NETWORK ACCESS SERVICES

SCHEDULE A-1 SERVICE DESCRIPTIONS

The Masergy Zero Trust Network Access ("ZTNA") Services will be provided in accordance with the service descriptions set forth below:

1. Service Description.

ZTNA is a managed network security service that provides network access through continuous authentication and monitoring of Customer provided endpoints, applications and users to ensure compliance with Customer defined security parameters. This can include a combination of criteria such as user identity, ZTNA Tags, resource access privileges, remote access, optional vulnerability scanning policies, deployed within the Base Service. ZTNA also provides additional access restrictions for corporate resources across cloud service providers or private data centers. The Service will provide visibility into attempts at unauthorized access across the network. The Customer will control the ZTNA policies through the customer portal. Masergy offers two version of the Service, which are described below.

- **ZTNA Base** Enables resource access control for endpoints based on identity. Each endpoint will be provided with a FortiClient License exclusive to that device.
- **ZTNA with Endpoint Protection (EPP)** Enables Anti-Virus protection for the endpoints in addition to the ZTNA Base functionality.
- 2. **Service Requirements.** Customer must have Masergy-Provided SD-WAN Secure, SD-WAN Secure OTT or SASE Managed Services as the Base Service. Pricing for the Service is based upon the total number of Customer's endpoints.
- 3. Customer Responsibilities. Customer shall have the following responsibilities related to the installation, support, and maintenance of the Service.
 - A. Identify an Identity Provider (Either internal to the Customer or third-party infrastructure).
 - B. Provide connectivity to the aforementioned customer identity infrastructure for Masergy.
 - C. Identify Applications or Services that require Zero-Trust policies.
 - D. Provide security certificates as necessary.
 - E. Customer shall be responsible for executing any testing, verification or additional policy configurations during Service Delivery.
 - F. Customer shall be responsible for supporting any Service Assurance troubleshooting, verification and testing activities.
 - G. Customer shall be responsible for maintaining the Identity infrastructure required for ZTNA Service to function.
 - H. Customer shall identify administrators to access and maintain the Masergy Endpoint Management System (EMS).
 - I. Customer shall identity administrators to set authentication and authorization policies per endpoint and application.
 - J. Customer shall be responsible for configuring application access privileges for individual users and workgroups as necessary.
 - K. Customer shall be responsible for installation and maintenance of endpoint software in addition to software and security patches for the hardware.
 - L. Customer shall be responsible for any changes to ZTNA policy for users and workgroups.
- 4. 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.