

**COMCAST ENTERPRISE SERVICES  
PRODUCT SPECIFIC ATTACHMENT  
MASERGY CLOUD ACCESS SECURITY BROKER (CASB) SERVICES**

**ATTACHMENT IDENTIFIER: Masergy Cloud Access Service Broker, Version 1.0**

The following additional terms and conditions are applicable to Sales Orders for the Masergy Cloud Access Service Broker (CASB) Services ordered under an Enterprise Master Services Agreement or the General Terms and Conditions:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

“**Base Services**” means the SD-WAN Services (SD-WAN Secure, SD-WAN Secure OTT, SASE) provided by Comcast.

“**Estimated Availability Date**” means the target date for delivery of Service.

“**Service(s)**” means the Cloud Access Security Broker (CASB) Service.

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

**ARTICLE 1. SERVICES**

This attachment shall apply to Cloud Access Service Broker Services. A further description of the Services is set forth in Schedule A-1 hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

Comcast’s affiliate Masergy Communications, Inc. or one of its applicable operating affiliates or subsidiaries shall provide the services under this PSA, which may include, without limitation, invoicing, access to a customer portal and customer support services.

**ARTICLE 3. PROVISIONING INTERVAL**

Following Customer’s acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Services on or before the Estimated Availability Date; provided, however, that Comcast’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 available for use. Charges for the Services shall begin to accrue on the Service Commencement Date. A single Sales Order 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 Sales Order 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 Comcast’s acceptance of the applicable Sales Order, 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 Comcast 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 Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term.

C. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast’s material and uncured breach in accordance with the General Terms and Conditions.

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 Comcast’s material and uncured breach in accordance with the General Terms and Conditions applicable hereto, then Customer will

not be obliged to pay Termination Charges with respect to the Service

**E. Notice of Termination.** Customer must provide written notification of Sales Order or Service termination to the Masergy disconnect department by electronic mail to [disconnect@masergy.com](mailto:disconnect@masergy.com)

**ARTICLE 6. ADDITIONAL INFORMATION**

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

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**SCHEDULE A-1**  
**SERVICE DESCRIPTIONS**

The Masergy Cloud Access Security Broker (“CASB”) Services will be provided in accordance with the service descriptions set forth below:

**1. Service Description.**

CASB is a managed network security service that monitors the usage of Customer Software-As-a-Service (SaaS) applications for endpoints, applications and users for compliance with Customer defined security, resource access and identity policies, which are deployed within the Base Service with additional Comcast provided software licenses. Alerts generated from any violation of SaaS app control policies configurations will be s

CASB enables configuration changes such as application control and URL filter policies. Any Customer-requested configuration change provided by Comcast will follow Comcast’s then current configuration change policy.

**2. Service Requirements.** Customer must have the Base Service. Pricing for the Service is based upon the bandwidth deployed at customer sites.

**3. Customer Responsibilities**

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

- A. Identify the sites in the base Service that SaaS Application Control and Web Filter Policy shall be deployed.
- B. Define the SaaS Application Control parameters on a per-application basis.
- C. Define the URL Web Filter policy parameters on a per-application basis if necessary.
- D. Define the scope, detail and depth of the Service as applicable to the required policies for the SaaS Applications.
- E. Customer shall be responsible for installation and maintenance of endpoint software, software and security patches for the hardware.
- F. Investigate the root cause of alerts.

**4. Disclaimer.** THE SERVICE CONSTITUTES ONLY ONE COMPONENT OF CUSTOMER’S OVERALL SECURITY PROGRAM AND IS NOT A COMPREHENSIVE SECURITY SOLUTION. COMCAST 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 COMCAST OR CUSTOMER WILL BE SUCCESSFUL IN MITIGATING THE OVERALL IMPACT OF THE INCIDENT, OR (III) OR THAT COMCAST 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. COMCAST’S ABILITY TO PROVIDE THE SERVICE MAY BE CONTINGENT ON CUSTOMER PROVIDING ACCURATE AND TIMELY INFORMATION TO COMCAST.