

**COMCAST ENTERPRISE SERVICES
PRODUCT SPECIFIC ATTACHMENT
MASERGY PROACTIVE MANAGEMENT - CONNECTIVITY**

ATTACHMENT IDENTIFIER: Masergy Proactive Management - Connectivity, Version 3.0

The following additional terms and conditions are applicable to Sales Orders for Masergy's Proactive Management - Connectivity 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 Master Services 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 Comcast 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 Comcast's affiliate, Masergy Communications, Inc. ("**Masergy**"), or one of its applicable operating affiliates or subsidiaries.

ARTICLE 3. SERVICE PROVISIONING INTERVAL

Following Comcast'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 Service on or about the Estimated Availability Date; provided, however, that Comcast'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 Comcast 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 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 a 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 the 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 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 Sales Order; (b) all unpaid recurring charges for Services specified in any Sales Order through the date of termination; (c) one hundred percent (100%) of all recurring charges for canceled or terminated Services specified in the related Sales Order for the remainder of the Service Term of such Service; and (d) all fees related to the canceled or terminated Services that Comcast is charged by any and all third parties that Comcast 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 Comcast 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 Comcast's material and uncured breach in accordance with the Master Services 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 Comcast's material and uncured breach in accordance with the Master Services Agreement applicable hereto, then Customer will not be obliged to pay Termination Charges with respect to the Service.

5.3 Portability. This Section 5.3 applies solely to Services provided under this Product Specific Attachment. Customer may terminate an existing Proactive Management - Connectivity Service (an "**Existing Service**") and turn up a replacement Proactive Management - Connectivity Service (i.e., activate Proactive Management - Connectivity 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 be a Proactive Management - Connectivity Service ordered under this Product Specific Attachment; (b) 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; (c) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (d) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service, referencing the replacement of the terminated Existing Service and that Sales Order is accepted by Comcast; (e) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (f) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

ARTICLE 5A. DISCONNECT REQUESTS

Customer may terminate any Service by providing prior written notice to Comcast in accordance with the Master Services Agreement, or by providing written notification by electronic mail to disconnect@masergy.com. Disconnect requests submitted by electronic mail to disconnect@masergy.com shall be subject to the same terms, conditions, and Termination Charges as written termination notices provided under the Master Services Agreement. Customer acknowledges that any disconnect request, whether submitted in writing or by electronic mail to disconnect@masergy.com, shall be processed in accordance with the applicable notice periods and procedures set forth in the Master Services Agreement.

ARTICLE 6. TECHNICAL SPECIFICATIONS

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

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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 a Comcast 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, Comcast shall select the IP Address/Subnet to be monitored. The IP Address/Subnet can be changed through the Customer portal.
- C. Circuits are monitored twenty-four hours a day, seven days a week, three hundred sixty-five days a year at regular intervals, once every 5 minutes
- D. Comcast 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:** Comcast will sponsor a kick-off call with the Customer to explain the Service delivery process and Comcast and Customer will review Comcast's and Customer's respective roles and responsibilities.
- B. **Technical interview:** Comcast may engage Customer in one or more interviews related to Customer's network design initiatives.
- C. **Network Monitoring and Management:** For the Service Term, Comcast will provide monitoring 24/7/365 and pull alarms from the equipment related to the availability of the Underlay Connectivity. Comcast will send an alert to the Customer for specific, service-impacting alarms. After receiving such an alarm, Comcast will open an internal ticket and begin to troubleshoot the issue.
- D. **On-Going Solution Support:**
 - i. **Configuration Changes.** Comcast will support Customer-requested configuration changes, in accordance with Comcast's then current configuration change policy. Any moves, additions, changes, or deletions to the Services shall be requested by means reasonably acceptable to Comcast.
 - ii. **Technical Support.** Comcast provides Customers with a toll-free trouble reporting telephone number to reach the NOC that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. Technical support will not offer consulting or advice on issues relating to non-Comcast equipment.
 - iii. **Maintenance.** Comcast'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 Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hours' notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days' notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

4. **Security Monitoring and Mitigation.**

COMCAST 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 Comcast makes no guarantees with respect to the detection or blocking of viruses/worms/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.