

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

ATTACHMENT IDENTIFIER: Masergy Proactive Management - Connectivity, Version 1.0

The following additional terms and conditions are applicable to Sales Orders for Masergy's Managed Proactive Management - Connectivity Services ordered under an Enterprise Master Services Agreement:

DEFINITIONS

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

“**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 Managed Proactive Management - Connectivity Service.

“**Underlay Service**” means the connectivity 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., one of its applicable subsidiaries or Affiliates (“**Comcast**”).

ARTICLE 3. SERVICE 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 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 Termination Charges equal to a percentage of the monthly recurring Service 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.

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 General Terms and Conditions.

D. Customer acknowledges and agrees that termination of the 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 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.

5.3 Portability. Customer may terminate an existing Service (an “Existing Service”) and turn up a replacement Service (*i.e.*, activate 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 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; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) 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; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

ARTICLE 6. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Services are set forth in Schedule A-1 hereto (“Technical Specifications”). The service level agreement (“SLA”) applicable to the Comcast provided Underlay DIA Services is set forth in Schedule A-2 hereto and incorporated herein by reference. Comcast strives to achieve all service levels from the start of the Sales Order. However, Comcast is contractually relieved of the SLA set forth in Schedule A-2 and any service level requirements specified in Sales Orders for the first thirty (30) days immediately following the Service Commencement Date at any Service Location. Any remedies, including Availability Credits (as defined in Schedule A-2), set forth in Schedule A-2 and, where applicable, in any Sales Order shall be the Customer's sole and exclusive remedy for any failure to meet the specified service levels.

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

**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 the Masergy 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 Service. The Underlay Service may be pre-existing or ordered in conjunction with the Services. Comcast supports the Services over Broadband and Dedicated Internet Access provided by Comcast or a third-party service provider.

2. Technical Specifications

- A. Underlay Service Options: Broadband and Dedicated Internet Access
- B. To activate the Service, if the Underlay Service is provided by a third-party service provider, then the Customer shall provide the IP Address/Subnet to be monitored to the project manager.
- C. Circuits are monitored 24/7/365 days of the 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 Service and a trouble ticket will be created with the third-party service provider, as needed.

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:** Beginning on the Service Commencement Date and for the remainder of the Service Term of the applicable Sales Order, Comcast will provide monitoring 24/7/365 and pull alarms from the equipment related to the availability of the Underlay Services. 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.

For clarity, Comcast monitors only Underlay CPE. **COMCAST DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, ANY SECURITY EVENT MITIGATION, OR ADVICE REGARDING SECURITY ISSUES OR THREATS.** Upon request by Customer, Comcast will modify the configuration of the Services in accordance with specifications provided by Customer to attempt to assist Customer in its efforts to mitigate security events and security threats identified by Customer. Comcast's sole obligation is to implement the configuration settings requested by Customer, subject to Section 3.D.i. above. 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/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.

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 ensure that any Customer-provided or existing Underlay Service is installed and operational prior to installation of the Services.
- C. Customer must provide a stable IP Address/Subnet for the Underlay Service to Comcast for the monitoring, if the Underlay Service is provided by a third-party service provider.
- D. Customer must notify the NOC in advance of any changes to a Customer-provided IP address/subnet and notify the NOC once such IP address/subnet change is complete.
- E. Customer must provide the NOC with advance notice of any Customer planned maintenance that might affect the availability of the Service or Underlay Service.

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

**SCHEDULE A-2
SERVICE LEVEL AGREEMENTS AND OBJECTIVES**

Proactive Management Service with a Comcast provided DIA Underlay Service is backed by the following Service Level Agreement (“SLA”):

1. Definitions

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Masergy Proactive Management – Connectivity Services PSA or the General Terms and Conditions. For purposes of this SLA, “Services” applies to Dedicated Internet Access Services provided by Comcast as an Underlay Service to Proactive Management Connectivity Service.

“**Planned Service Interruption**” means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

“**Service Interruption**” means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be “Available” in the absence of a Service Interruption.

2. Comcast provided DIA Connectivity SLA

Comcast’s liability, and Customer’s sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, “Liability”), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order (“Availability Credit”). For the purposes of calculating credit for a Service Interruption, the “Length of Service Interruption” begins when the Customer reports such Service Interruption and a trouble ticket is opened and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer’s account on a per-month basis exceed fifty (50%) of the total monthly recurring charge (“MRC”) associated with the impacted portion Service (including the Underlay and Proactive Management Services) set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the “Exceptions to Credit Allowances” section below.

Table 1: Availability SLA for Comcast provided DIA underlay Service (99.9% Availability)

Length of Service Outage	Availability Credit amount
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH IS CAPPED AT 50% OF THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

3. Availability Credits; Exceptions

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

4. Emergency Blocking

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment, or liability resulting from such blockage.

5. Remedy Processes

To request an Availability Credit, Customer must, within thirty (30) calendar days of the end of the month in which the failure to meet the Service Level Agreement giving rise to the Availability Credit occurred, submit a claim via electronic mail sent to the address designated by Comcast. Comcast will acknowledge and review all claims promptly and will inform Customer by electronic mail or other correspondence whether an Availability Credit will be issued, or the claim rejected, with the reasons specified for the rejection.

6. Other Limitations

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, Liability, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives. For avoidance of doubt, the Service Level Agreement set forth in this Schedule A-2 only applies if Customer has Masergy-provided DIA Underlay Service in combination with Proactive Management – Connectivity Service contemplated in this PSA. If the Customer provides its own Underlay Service or is receiving any other Masergy provided Underlay Service, the SLA on this Schedule on this Schedule A-2 shall not apply.