

MANAGED SECURITY SERVICES – HEALTH MONITORING +

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Service Implementation
 - 1.3 Service Features
2. SUPPLEMENTAL TERMS
 - 2.1 Excluded Services
 - 2.2 Connectivity and Connectivity Equipment
 - 2.3 End of Life Hardware or Software
 - 2.4 Customer Responsibilities
 - 2.5 Warranties
 - 2.6 Term and Termination
 - 2.7 Third Party Products or Services
 - 2.8 Industry Alerts and Third Party Updates and Patches
 - 2.9 Intellectual Property Rights
 - 2.10 Confidential Information
 - 2.11 Restriction on Encryption Functionality in India
3. SERVICE LEVEL AGREEMENT (SLA)
 - 3.1 Key Performance Indicators
 - 3.2 Service Credit Amount
 - 3.3 Service Credit Claims
 - 3.4 Service Credit Conditions
4. FINANCIAL TERMS
 - 4.1 Rates and Charges
 - 4.2 Per-Device Billing and On-boarding
5. DEFINITIONS

1. GENERAL

GENERAL

- 1.1 **Service Definition.** Managed Security Services (MSS) - Health Monitoring+ (Health Monitoring) provides availability and health monitoring and alerting services for the Serviced Device. The Serviced Devices may be located on the customer's premises or may be located in a Verizon Virtual Network Service (VNS), Verizon Hosted Network Service (HNS), or third party cloud environment (such as Microsoft Azure or Amazon Web Services).
- 1.2 **Service Implementation.** Verizon will assign a Project Manager to Customer who will schedule a kick off meeting to introduce the Verizon service delivery team, identify the Authorized Contacts for Customer, discuss the scope of the Health Monitoring service and its business impacts, and obtain any required information from Customer. Upon receipt from Customer of a completed Deployment Kit, Verizon will create a proposed project plan with high-level milestones and timelines. Verizon will only provision Health Monitoring service after Customer has approved the project plan. Initial development of security policies and configuration of software installation is separately purchased at the Applicable Rates and/or under Managed Security Services - Additional Services Options.
- 1.3 **Service Features.** Health Monitoring provides alerts related to Ddevice Availability, Device Health

Managed Security Services – Health Monitoring

~~Monitoring, and Other Incidents and Virtual Private Network (VPN) tunnels.~~

1.3.1 Device Availability. Verizon monitors the availability of the Serviced Device 24x7. Verizon will set up a monitor that sends test traffic (ping) to the device to confirm the device is up. If the test traffic fails, the device is considered down and MSS will investigate and alert the Customer via a Health incident ticket.

4.3.11.3.2 Device Health Monitoring. Verizon monitors the health of the Serviced Device 24X7 by measuring various attributes of a devices or service which may, depending upon the device being monitored, include disk space, CPU resource usage, memory and swap usage, network utilization, time synchronization, failover status, Log intake, and other device and service level statistics depending on the device type. Verizon establishes a health threshold for each of the health parameters reported by the Serviced Device and creates a Health Incident ticket if one or more thresholds are exceeded.

4.3.21.3.3 Other Incidents. Verizon or Customer can create Other Incident tickets for service related incidents on the Serviced Devices that are not related to an Availability or Health incident. They can be logged on a 24x7 basis.

~~1.3.31.1.1 VPN Tunnel.~~ Verizon monitors the availability of the VPN tunnel 24x7. Verizon will set up a monitor that sends test traffic (ping) through the tunnel to confirm the tunnel is up. If the test traffic fails, the tunnel is considered down and MSS will investigate and alert Customer via a Health incident ticket.

1.3.4 Incident Ticket Severity Level. The Severity level is based on the information received from Customer and on the impact of the problem on Customer's network environment. For Severity 1 and 2 problems, Customer and Verizon will each assign a dedicated contact as defined in the Service Context. Verizon will only interact with the Authorized Contacts registered in the Service Context. Verizon assigns a Severity level (as shown below) to every incident.

Severity	Error Conditions
Severity 1	A critical error causes the Serviced Device or the Services to fail. Normal day-to-day business is not possible, e.g. system failure, or an inaccessible or inoperable production system.
Severity 2	An error significantly affects the functions of a serviced device in a high availability set-up and impacts normal day-to-day business. Non-critical performance degradation. A severity 1 incident where a Workaround exists.
Severity 3	An isolated error impacts the functions of the Serviced Device and there is no important impact on the day-to-day business. A severity 2 incident where a Workaround exists.
Severity 4	An error has been identified. There are no problems with the Serviced Device, and there is no immediate impact on the production environment. A severity 3 incident where a Workaround exists.

1.3.5 Request for Information. Customer can submit a Request for Information (RFI) on Serviced Devices or RFIs can be raised through the Customer Portal. Each RFI creates an RFI incident ticket and will receive a unique reference number that must be used in all further communications on the RFI. RFI incident tickets can be raised by the customer for support requests not already covered by other ticket types.

~~1.3.6 Security Services Advisor (SSA).~~ Customer is assigned an SSA who serves as the Customer's primary

Managed Security Services – Health Monitoring+

~~point of contact for security service management needs related to Health Monitoring and acts as a trusted security advisor to the Customer. The SSA provides updates on service observations and trends as well as recommendations to the Customer on improving their overall security posture.~~

~~1.3.6.1 SSA Scope. SSA service management activities are limited to the defined scope of Managed Security Service products and the standard hours of operations for the region in which the SSA is assigned. The SSA scope includes the following activities, in partnership with the Customer:~~

- ~~• Participate in the Verizon-hosted Customer kick-off meeting and provide up to a two-hour train-the-trainer remote training session on the Customer Portal to authorized Customer contacts. Customer Portal training will be delivered once annually.~~
- ~~• Remotely host a one-hour, quarterly service and analysis review (QSR) meeting to include a review of the following standard deliverables:
 - ~~○ SSA will deliver the standard QSR~~
 - ~~○ Highlights and trends from the previous quarter~~
 - ~~○ Review bug submissions~~
 - ~~○ Review feature requests~~~~
- ~~• Notify Customer of any applicable updates/enhancements to the service and/or Customer Portal.~~
- ~~• Facilitate Customer contact and communication with other Verizon service teams, such as the Security Operations Center (SOC), in support of Managed Security Service issue resolution (e.g. SLA breach) and service improvement.~~
- ~~• Field customer questions regarding service observations, trends, and relevant advisories.~~

~~1.3.6.2 Dedicated SSA. A dedicated SSA and can be contracted at an additional charge to perform additional services beyond the SSA scope.~~

1.3.6 Customer Portal. Authorized Contacts have 24x7 access, exclusive of maintenance windows, to a Customer Portal. Customer is able to see reporting for Health Monitoring of Serviced Devices in the Customer Portal.

1.3.7 Virtual Private Network (VPN) Tunnel. VPN Tunnel is an optional feature in which Verizon monitors the availability of the VPN tunnel 24x7. Verizon will set up a monitor that sends test traffic (ping) through the tunnel to confirm the tunnel is up. If the test traffic fails, the tunnel is considered down and MSS will investigate and alert Customer via a Health incident ticket.

2. SUPPLEMENTAL TERMS

2.1 Excluded Services. Health Monitoring is not available for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress, misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a Party other than Verizon or without Verizon's prior written consent; (iii) runs a version of operating system and/or application software that is not supported by Verizon, or that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are no longer maintained.

2.2 Connectivity and Connectivity Equipment. Verizon requires a secure routable path between the Customer's Serviced Devices and the Verizon Security Management Center (SMC.) The applicable and necessary connectivity equipment is determined prior to the quoting and engagement process to ensure that connectivity architecture is adequate to support Health Monitoring services. Verizon can support several options for a secure routable path including:

Managed Security Services – Health Monitoring+

- Internal devices with Verizon Private IP can connect via Multi-Protocol Label Switching (MPLS) or VPN;
- Devices with a public IP can be monitored over the internet if traffic is allowed by the firewall; and;
- ~~Verizon Local Event Collector~~
- Connection Kits.

~~2.2.1 Local Event Collector. The Verizon hosted Local Event Collector (LEC) or customer onsite Virtual Local Event Collector (vLEC) is a Verizon proprietary system, installed as a virtual machine that acts as a monitoring system, a data collector and a jump host system between the Serviced Devices and Verizon's SMC. LECs are required with the Health Monitoring service. Prior to the engagement Verizon will work with the Customer to determine the appropriate implementation location of the LEC, either Verizon-hosted or customer-onsite.~~

2.2.1 Connection Kits. Connection Kits are not required but may be advisable for monitoring Serviced Devices. Requirement of a Connection Kit is based on technical architecture requirements appropriate to support the service. If a Connection Kit is advised, Customer must either: (i) provide such Connection Kits subject to Verizon specifications, or (ii) purchase Connection Kits from Verizon or another provider. If the Connection Kit is Customer provided or purchased through Verizon, Customer must install and connect the Connection Kit to the internet and configure an IP address for internet connectivity. Once Customer completes physical installation and internet connectivity, Verizon will remotely harden and configure the Connection Kit for out-of-band access.

2.1.1.1 Out-Of-Band Connectivity – Opt-Out. Customer may choose to opt-out of the use of a Connection Kit and Out-Of-Band access to Serviced Devices. If Customer chooses to opt-out, Customer is subject to the following terms:

- Customer is solely responsible to restore standard remote access to the Serviced Devices; and
- Verizon disclaims all Warranties for the Service, including any warranties in Section 2.5.1.

2.3 **End of Life Hardware or Software.** An end-of-life (EOL) device is defined as a device where either (i) the hardware has reached end-of-life per a manufacturer announcement, or (ii) the software version is no longer supported by the vendor or Verizon. Verizon may monitor end-of-life devices for a maximum duration of six months after the end-of-life determination and when the customer has a transition plan in place to replace or upgrade the device to a Verizon supported hardware or software version, or to phase out the EOL device within that timeframe. When no corrective steps are taken within six months after the initial notification Verizon reserves the right to terminate the monitoring service for the affected device. After EOL determination and communication of EOL, the following restrictions apply for EOL devices: (a) monitoring of the EOL device is provided on an 'as is' and best commercially reasonable effort basis, and (b) Customer understands and accepts full liability on the increased security risk and exposure. SLAs do not apply on devices in EOL status.

2.3.1 **Hardware Replacements and Software Upgrades/Migrations.** Hardware replacement and software upgrades/migrations for end-of-life software may be planned and carried out by Verizon, if agreed under a separate written work agreement, at the Applicable Rates. If Customer wants to change the vendor of a Serviced Device or upgrade to a model of a Serviced Device provided by the same vendor, Verizon will charge a configuration fee to perform the operational changes to ensure continued monitoring for the new Serviced Device.

2.4 **Customer Responsibilities**

2.4.1 **Customer Deliverables for Implementation.** Customer will complete a Verizon Deployment Kit within 15 Business Days of the kick off meeting. Verizon may terminate Customer's Service Order for Health

Managed Security Services – Health Monitoring+

Monitoring if Deployment Kit is not timely received. Customer will timely approve the project plan, or provide necessary information to implement the project plan. Verizon may terminate Customer's Service Order if delays in project plan approval or necessary information causes any activity on the critical path of the project plan to be delayed by more than 25 Business Days. Upon termination of any such Service Order(s), Verizon may charge Customer for any expenses incurred by Verizon (including labor fees) up through the date of termination based on such project plan delay.

2.4.2 Subordinate Devices and Maintenance Contract. Unless otherwise provided herein, Customer is responsible for any monitoring/management or activities for Subordinate Devices. Customer shall (i) at its own expense, procure and maintain with each vendor adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform Health Monitoring (ii) comply with Health Monitoring prerequisites and operational procedures as set forth in the applicable terms; and (iii) promptly inform Verizon of any changes effectuated in the Customer Environment and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of Health Monitoring.

2.4.3 Interoperability. Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device's operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. Customer acknowledges that it is Customer's responsibility to ensure that the Customer Environment is interoperable with each Serviced Device.

2.4.4 Installation Sites and Equipment. Customer shall prepare any installation site and Customer Environment in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's devices is properly configured as required and operates in accordance with the manufacturer's specifications. Customer is responsible for any costs associated with preparation of the installation site and Customer Environment. All Serviced Devices must have a routable network path to the SMC or if Customer fails to make any preparations required herein and this failure causes Verizon to incur costs during the implementation or provision of Health Monitoring service, then Verizon will invoice Customer for such costs.

2.4.5 User Interface. In connection with the provision of Health Monitoring, Verizon may provide Customer with one or more user Logins to access the portal. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer's Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

2.4.6 Protected Health Information (PHI). Absent terms to the contrary in the Agreement, Health Monitoring is implemented without specific controls that may generally be required or customary for Customers in any particular industry and is not designed to satisfy any specific legal obligations. Customer agrees to use Health Monitoring in accordance with all applicable laws and not to use the service in any manner that imposes obligations on Verizon under any laws other than those laws with which Verizon agrees to comply as specifically set forth in the Agreement. Without limiting the generality of the foregoing, Customer agrees not to cause, or otherwise request that Verizon create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) for or on behalf of Customer in

~~Managed Security Services – Health Monitoring+~~

connection with Health Monitoring or in any manner that would make Verizon a business associate (as defined at 45 C.F.R. § 160.103) to Customer. ~~–~~ In the event Customer acts or uses Health Monitoring in a manner not permitted under this Section 2.4.6, Customer shall (a) ~~–~~ be in material breach of the Agreement, including this Service Attachment; (b) ~~–~~ indemnify, defend and hold harmless Verizon for any losses, expenses, costs, liabilities, damages, penalties, investigations or enforcement proceedings (including attorneys' fees) arising from or relating to Customer's breach of this Section 2.4.6; (c) ~~–~~ take, at Customer's expense, prompt action to correct and/or mitigate the effects of Customer's breach of this Section 2.4.6; and (d) ~~–~~ provide Verizon with reasonable cooperation and support in connection with Verizon's response to Customer's breach of this Section 2.4.6. ~~–~~ Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this Section 2.4.6.

2.5 Warranties

2.5.1 **Verizon Warranties.** Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement (SLA) portion of this Service Attachment are Customer's sole and exclusive remedies in connection with the portions of Health Monitoring related to the failure to meet any standard set forth in the SLA.

2.5.2 **Third Party Warranties.** For any third party products and/or services incorporated as part of Health Monitoring, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.5.3 **Customer Warranties.** Customer represents and warrants that (a) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform Health Monitoring services in the Customer Site and Customer Environment (including, without limitation, all rights, power, permissions, authority and network user consents necessary in respect of any IP address assigned to a Serviced Device and consent from its network users to Verizon's logging and monitoring activities hereunder), and (b) will not provide any PHI to Verizon for purposes of Verizon's performance of services hereunder. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses and domains provided to Verizon. Customer will be liable for all costs and expenses from any third party claims of loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.6 Term and Termination

2.6.1 **Service Commitment.** The Service Commitment is for a one year term, two year term or, three year term. At the end of a Service Commitment, the Agreement will automatically renew for subsequent one year terms at the then current one year term price, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 60 days prior to the expiration of the Service Commitment term. Customer may opt to purchase a different Service Commitment term with advance notice 60 days prior to the expiration of a Service Commitment or auto renewed term.

2.6.2 **Pre-RFS Termination.** Either Party may terminate a request for Health Monitoring services prior to the Service Activation Date with or without cause, effective 30 days after written notice of cancellation. If Customer requests a termination of a Health Monitoring service prior to the Service Activation Date as set forth under this provision, or Verizon terminates a Health Monitoring service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision the service Customer will pay any set-up fees and other provisioning charges.

2.6.3 **Post-RFS Termination.** Either Party may terminate Health Monitoring service, with or without cause,

Managed Security Services – Health Monitoring+

effective 60 days after written notice of termination is given to the other Party. Customer accepts and agrees that, in the event (i) Customer terminates any Service for convenience, or (ii) Verizon terminates any Service for cause prior to the end of any contracted Service Commitment, then Customer will pay Verizon Early Termination Charges. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

2.6.4 **Termination for Chronic SLA Failure.**— In the event that Verizon breaches the SLAs described in Section 3 for 6 or more consecutive months, Customer shall have the right to terminate this Agreement in whole or in part, so long as such SLA failure is not remedied within 90 days after Verizon has received a registered written notice of the service problems.—

2.7 **Third Party Products or Services.** The Parties agree that Verizon shall not be liable for any damages caused by hardware, software, or other products or services furnished by parties other than Verizon, its agents, subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced, or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and other countries from, across, to or in respect which Health Monitoring is provided by or on behalf of Verizon).

2.8 **Industry Alerts and Third Party Updates and Patches.** With regard to services which provide information sharing and/or industry alerts, Verizon disclaims any liability to Customer, and Customer assumes the entire risk for (a) information from third parties provided to Customer which to the best of Verizon's information, knowledge and belief did not contain false, misleading, inaccurate or infringing information; (b) Customer's actions or failure to act in reliance on any information furnished as part of Health Monitoring; and/ or (c) the use of any third party links, patches, updates, upgrades, enhancements, new releases, new versions or any other remedy suggested by any third party as part of Health Monitoring services.

2.9 **Intellectual Property Rights.** Neither Party acquires right, title or interest in or to the other Party's information, data-base rights, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other Party by virtue of the provision of MSS - Health Monitoring or materials delivered pursuant MSS - Health Monitoring service. Customer retains all right title and interest in and to the underlying factual data gathered through the provision of MSS - Health Monitoring. Verizon owns all right title and interest in and to Verizon's use cases, trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a Technical Element), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon grants Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and to use such Technical Element only for the benefit of Customer. Notwithstanding anything contained herein to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element.

2.10 **Confidential Information.** Customer acknowledges that the following information constitutes Confidential Information hereunder: (a) the methods, systems, data and materials used or provided by Verizon in

Managed Security Services – Health Monitoring+

connection with the provision of Health Monitoring; and (b) the results of Verizon’s assessment of Customer and all reports issued by Verizon in connection with such results including, without limitation, security analyses and insight (Net Intel Information). Customer will disclose Net Intel Information only to Customer employees with a need to know for the purposes set forth in this Service Attachment and who are bound to confidentiality obligations at least as restrictive as those set forth in the Agreement and this Service Attachment. In no event may Customer use lesser efforts to protect Net Intel Information from use or disclosure not permitted under the Agreement than it uses to protect its own highly-sensitive confidential information, or less than reasonable efforts. Confidential Information shall not include information that is comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer’s computer network or computer systems.

2.11 **Restriction on Encryption Functionality in India.** Prior to connecting any encryption equipment to Verizon facilities in India, Customer must obtain prior evaluation and approval from the relevant telecom authority.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 **Key Performance Indicators.** This SLA defines the service metrics for which Customer has the right to receive credits (Service Credits) in case Verizon fails to meet such metrics. In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready-for-Operations (RFO) notice. These SLAs do not apply to Unsupported Devices or devices in EOL status.

3.1.1 **Availability and Health SLA.** Availability SLA communication and reporting is provided as follows:

- Verizon will communicate with Customer’s Authorized Contacts through email and by phone.
- The Customer Portal contains Customer’s Availability service ticket.
- Verizon’s Availability SLA is a notification process that is started \leq within 15 minutes after a Health incident ticket is created.

3.1.1.1 Availability and Health Service Credits

Response Time	Instances per Month $\geq X/Y$	Service Credit
Availability and Health Notification -> 15 minutes	$\geq 1/-10$	1

3.2 **Service Credit Amount.** Service Credits will be calculated monthly. Service Credits are only available starting one month after the service has reached the ready-for-service (RFS) milestone. Service Credits are calculated as follows:

- One Device Service Credit equals the daily charge (calculated based on the applicable monthly recurring charge divided by the number of days in the month) for the affected Serviced Device.
- Instances per Month $\geq X/Y$ means that if Verizon exceeds the SLA Response Time X time(s) out of Y instances per month then the Customer may be eligible for a Service Credit.

3.3 **Service Credit Claims.** The following conditions apply to service credit claims:

- Customer will notify Verizon within 30 Business Days following the calendar month where an SLA metric has not been met. No Service Credits will be issued if Verizon is not notified.
- Verizon will verify any requested Service Credit, and will confirm the amount of the credit, if applicable. Verizon’s Service Credit calculation is the final and definitive assessment of any credit payable.

Managed Security Services – Health Monitoring+

- Service Credits will be offset against future charges.

3.4 **Service Credit Conditions.** The following additional conditions apply to service credits:

- Customer will only receive a single Service Credit if a series of unmet SLA response times arise out of the same Availability, Health Incident, or Other Incident and will receive the highest value Service Credit.
- The total number of Service Credits may not exceed 50% of the MRC payable for the affected Serviced Device during that month.
- Service Credits will not be due if the failure to meet SLA response times is due to:
 - A failure by Customer (or entity under Customer's control) to comply with Customer's obligations as described herein;
 - The non-performance, default, error, omission or negligence of any entity not under Verizon's reasonable control (such as, but not limited to, failure of any of Customer's third party providers of telecommunications services or problems with equipment Customer has provided);
 - The performance of routine maintenance work on Service Equipment or on any of the equipment used to provision Health Monitoring during the applicable Maintenance Window or emergency maintenance;
 - Tests performed or commissioned by or on behalf of Customer;
 - Access delays from Out-of-Band Connectivity Opt-Out; or
 - Any Force Majeure Event.

4. FINANCIAL TERMS

4.1 **Rates and Charges.** Unless expressly indicated otherwise, all NRCs will be invoiced upon Order Confirmation Date. The monthly recurring charges (MRCs) will be invoiced upon Service Activation Date known as Ready-for-Service (RFS). Health Monitoring is subject to a 1 year Service Commitment.

4.2 **Per-Device Billing and On-boarding.** Customers will be billed a monthly recurring, per-device charge for the number of devices under monitoring. Per-device charges are determined by pricing tiers based on the number of devices (e.g. 0-25, 26-50, 51-100, etc.) whereby the effective per-device rate declines as the quantity increases. At contract execution, Verizon defines an on-boarding period, expressed in billing cycles, based on the planned number of devices in scope for monitoring. The on-boarding period (e.g. 3 billing cycles, 4 billing cycles, etc.) is automatically determined by the number of devices and the effective on-boarding period increases as the device quantity increases. During the on-boarding period the per-device rate is derived from the tier representing the total number of devices planned for monitoring. The on-boarding period is only applied to the devices included in the initial order. The on-boarding period is not applied to, or modified as a result of, subsequent orders and change orders. The per-device rate applied during the on-boarding period is set for the auto-calculated number of on-boarding billing cycles and will not change even if the actual on-boarded device counts exceed the initial estimated amounts. After the on-boarding period, the per-device rate is derived from the tier representing the actual number of devices under monitoring.

5. **DEFINITIONS.** The following definitions apply to Health Monitoring, in addition to those identified in the Master Terms.

Term	Definitions
24x7	Nonstop service, 24 hours a day, seven days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	The rates that apply for professional services work not covered under this Service Attachment. All such work is subject to the execution of a separate written agreement that describes the activities and the Applicable Rates for

Managed Security Services – Health Monitoring+

	performing such work.
Authorized Contacts	Customer personnel authorized by Customer to access the Customer Portal and to interact with Verizon.
Availability	Verizon monitors the availability of the Serviced Device 24x7.
Connection Kit	Equipment installed on the Customer Sites used to set up secured monitoring and/or management connections between the Serviced Devices and one or more Security Management Centers.
Customer Environment	The Customer network and/or information technology infrastructure.
Customer Portal	Online portal where Customers can have a near real time view on the Health Incidents processed, and where they can view the security posture and effectiveness of the <u>Serviced eurity-Devices.</u>
Deployment Kit	A group of documents provided to Customer including various instructions as well as forms for the collection of additional data to enable onboarding.
End-of-Life	The end-of-life date is the date communicated by the relevant manufacturer when the support ceases for the Serviced Device so that Customer can foresee a hardware replacement and/or a software version upgrade.
Health	Verizon monitors the health of the Serviced Device 24X7 by measuring disk space, CPU resource usage, memory and swap usage, network utilization, time synchronization, failover status, Log intake, and other device and service level statistics depending on the device type. Verizon establishes a health threshold for each of the health parameters reported by the Serviced Device and creates a Health incident if 1 or more thresholds are exceeded.
Login	IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or other means of authentication.
Order Confirmation Date	Verizon will confirm Customer's Service Order via email and the date of this email is the Order Confirmation Date. The Order Confirmation will confirm the MSS service(s) requested.
Other Incident	Service tickets that Verizon or Customer can create for service related incidents on the Serviced Devices that are not related to an Availability or Health incident, which can be logged on a 24x7 basis.
Project Manager	A Verizon-designated person who will act as the central point of contact throughout the Health Monitoring implementation process and MSS - if applicable. The Project Manager will be responsible for managing the schedule and will also collaborate with Customer to develop a project plan that will specify resources, dates, times, and locations for the tasks described in the project plan. The Project Manager also is responsible for managing the change control process. The Project Manager is not dedicated to Customer. A dedicated Project Manager may be required if provisioning more than three devices over five sites.
RFI	Request for Information – A Customer inquiry regarding a Serviced Device or Health Monitoring service.
RFO	Ready For Operations - The date (following RFS) that Verizon sends RFO notice to Customer and informs Customer that the Serviced Device has been fine-tuned and the escalation parameters, Service Context, and procedures have been set as mutually agreed. The SLA is effective as of this date. RFO is given per Serviced Device.
RFS	Ready For Service - The date on which Verizon starts providing the Health Monitoring service on a Serviced Device. The RFS date may vary for each device.
Service Context	A set of documents with version control, posted on the Customer Portal, containing information about Customer that Verizon uses for the provisioning of

Managed Security Services – Health Monitoring+

	<p>Health Monitoring to Customer. The Service Context is set up during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include 1 or more of the following:</p> <ul style="list-style-type: none"> • Authorized Contact –details and authorization procedure for escalation, notification, and reporting • Service Description • Escalation, notification, reporting, and change control processes • Authorized Contacts • Roles and Responsibilities in the form of a RACI Matrix for complex and/or custom solutions <p>Network topologies and asset inventories of systems.</p>
Serviced Device	A Serviced Device can be a device, a management station, a (virtual) appliance, a virtual appliance in a cloud environment, software application or a system located on a security device installed on the Customer Site which is monitored by Verizon's Managed Security Services.
SLA (Service Level Agreement)	The agreement setting forth the specific service levels and the terms and conditions for receiving Service Credits if Verizon were to fail to meet these service levels.
SMC (Security Management Center)	A data center that hosts the Managed Security Services platform and the systems for monitoring, the Serviced Devices. The SMC includes: equipment to connect to the Connection Kit if applicable, <u>and</u> management stations, and hosts the Verizon Local Event Collector.
SOC (Security Operations Center)	A data center where the Verizon security analysts work.
Subordinate Device	A subordinate device can be a (virtual) appliance, system, software, and/or log data, application located on a Customer Site or on the Customer's Service Provider's premises and which integrates with the Serviced Devices but which is NOT monitored or managed by Verizon under MSS.
Unsupported Devices	A Serviced Device that is either (i) no longer supported or maintained by its manufacturer; or (ii) an appliance, system, network, or software that is not included in Verizon's portfolio of security products supported on the MSS platform. Certain limitations and conditions with respect to the availability of MSS services apply for Unsupported Devices.
UTC (Coordinated Universal Time)	Universal Time indication standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4. The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SOC via the Internet protocol NTP. The UTC code uses the 24-hour clock (e.g., 4 pm (afternoon) is equal to 16:00 UTC).
Verizon Local Event Collector	The Verizon Hosted Local Event Collector (LEC) or onsite Virtual Local Event Collector (vLEC) is a Verizon proprietary system that acts as a monitoring system, a data collector and a jump host system for the SOC analyst towards the Serviced Devices.
Workaround	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.