



DDOS SHIELD EMERGENCY RESPONSE +

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1. GENERAL

- 1.1 **Service Definition.** DDoS Shield Emergency Response services (Emergency Response) will intercept and remove significant amounts of malicious DDoS traffic targeting a Customer's internet connected network (Mitigation). When Mitigation is initiated, Customer's IP addresses (as listed in the Customer IP (CIP) schedule provided by Customer) will be re-announced by Emergency Response to redirect all inbound traffic to those CIPs to Verizon's cloud-based mitigation facilities, where Verizon filters out the malicious traffic prior to returning legitimate traffic to Customer via a pre-defined and monitored tunnel.
- 1.2 **Service Configuration.** Customer will provide the appropriate technical configuration information and Authorized or Technical Point of Contact details to the Verizon configuration engineer. Verizon will configure Emergency Response in accordance with its policies as reasonably practicable to correspond to Customer's configuration information.
- 1.3 **Service Features.** For Customers using an eligible Verizon IP service, in the event of a DDoS attack Customer's inbound internet traffic may be re-directed to Verizon's cloud-based mitigation facilities (Redirection). Redirection occurs when traffic (for the contracted CIPs) is routed to the mitigation nodes (facilities) instead of the Customer's normal routing path. Mitigation is the act of removing traffic deemed to be malicious from redirected traffic (also known as inbound traffic). When Redirection is initiated, both legitimate traffic and DDoS attack traffic will be redirected to Verizon pre-deployed mitigation facilities. Thereafter, legitimate traffic is routed back to the CIP from the mitigation facilities. Customer has the ability to stop Redirection at any time and return traffic back to Customer's normal routing path.
- 1.4 **Support.** Once Emergency Response services are initiated, Verizon will provide support from the DDoS Operations team via phone or email until the attack is mitigated.

2. SUPPLEMENTAL TERMS

- 2.1 **Customer Data.** As part of providing Emergency Response services, Verizon may transfer, store and process Customer Data in the United States or any other country in which Verizon or its agents maintain facilities. By using Emergency Response services, Customer consents to this transfer, processing and storage of Customer Data.



2.2 **Service Term.** Verizon will provide Emergency Response services for the earlier of 5 business days or until the reported DDoS attack has been mitigated.

2.3 **Warranties**

2.3.1 **Verizon Warranties.** Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. When utilizing Emergency Response during a DDoS attack, Verizon does not guarantee that only DDoS attack traffic will be dropped or that only legitimate traffic will be allowed to reach Customer. Verizon does not warrant that Emergency Response will detect and prevent all possible threats and vulnerabilities, or that such services will render Customer's network and systems invulnerable to all security breaches and vulnerabilities. Customer acknowledges and agrees that (a) DDoS mitigation services constitutes only one component of Customer's overall security program and is not a comprehensive security solution; and (b) there is no guarantee that DDoS mitigation services will be uninterrupted or error-free, or that Emergency Response services will meet Customer's requirements.

2.3.2 **Customer Warranties.** Customer agrees that Customer (a) has been assigned the IP addresses listed in the CIP Schedule, (b) consents to Verizon's performance of Emergency Response services with respect to such IP addresses, (c) has and will continue to have all rights necessary to have Verizon perform Emergency Response services with respect to such IP addresses along with the redirecting of such IP addresses for purposes of Emergency Response services including, without limitation, consent of all authorized network users, and, (d) will use the Emergency Response services to protect Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including Verizon's public Internet service.

2.4 **Export Compliance.** Customer represents and warrants that Customer (a) will not provide Verizon access to export-controlled information without providing advance written notification to Verizon; and (b) is not subject to any government order suspending, revoking or denying privileges necessary for the performance of Customer's or Verizon's obligations under the Contract.

2.5 **Customer Responsibilities**

2.5.1 **Compliance.** Absent terms to the contrary in the Agreement, Emergency Response services are implemented without specific controls that may generally be required or customary for customers in any particular industry, and Customer shall be solely responsible for determining that Emergency Response services satisfy Customer's obligations under law or contract and shall not use the Service in any manner that imposes a legal obligation on Verizon that is not specifically agreed to in the Agreement. In the event Customer acts or uses DDoS Shield services in a manner not permitted under this Section 2.5.1, Customer shall (a) take, at Customer's expense, prompt action to correct and/or mitigate the effects of Customer's breach of this Section 2.5.1; and (b) provide Verizon with reasonable cooperation and support in connection with Verizon's response to Customer's breach of this Section 2.5.1. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this Section 2.5.1.

3. **SERVICE LEVEL AGREEMENT.** The Service Level Agreement (SLA) can be found at: www.verizon.com/business/service_guide/reg/cp_ddos_emergency_response_sla.pdf.

4. **FINANCIAL TERMS.** Customer will pay the applicable non-recurring charge (NRC) for Emergency Response as shown in the Agreement. Customer will be eligible for a credit of 50% to the billed NRC if, within 30 days following execution of this Agreement, Customer purchases Verizon DDoS Shield Services for a minimum of 1 year.