SOFTWARE AND SUBSCRIPTION SERVICES +

1. **GENERAL**

1.1   **Software and Subscription Services + Service Definition**. Software and Subscription Services + gives Customer access to software licenses, cloud subscriptions and services provided by a Third Party provider (Third Party Services). Verizon is a reseller of Third Party Services and will direct the Third Party to fulfill Customer's Order for Third Party Services. Customer, on behalf of itself and its end users, consents to Verizon sharing account information with the Third Party in order to facilitate billing, account creation and

other administrative functions.

1.2 **Location of Verizon Resale**. Verizon resells Third Party Services in the jurisdiction where the Verizon Party to the Order is legally organized and Verizon's obligations of compliance with laws are limited to that jurisdiction.

2. AVAILABLE VERSIONS OF SOFTWARE AND SUBSCRIPTION SERVICES

2.1 Acalvio Services

2.1.1 **Service Definition**. Acalvio provides Customer with a threat detection system to help find intruders or malware that have breached Customer's perimeter defenses.

2.1.2 **Standard Service Features**. Acalvio features are described at www.verizon.com/business/service_guide/reg/acalvio_service_description.pdf.

2.2 Avaya Services

2.2.1 **Service Definition**. Avaya IX Subscriptions and Avaya OneCloud ReadyNow Services provides Customer with unified communication solutions via software licenses or cloud delivered services on a subscription basis.

2.2.2 **Standard Service Features**. Avaya IX Subscriptions and Avaya OneCloud ReadyNow Services are described at the following URL: www.verizon.com/business/service_guide/reg/avaya-product-description.pdf.

2.3 Check Point Services

2.3.1 **Service Definition**. Check Point provides Customer with a suite of software and services to improve cybersecurity.

2.3.2 **Standard Service Features**. Check Point services are described at the following URL: www.verizon.com/business/service_guide/reg/check_point_product_description.pdf.

2.4 Cisco Duo Services

2.4.1 **Service Definition**. Cisco Duo is a cloud based security platform that protects against unwanted access to Customer applications and data.

2.4.2 **Standard Service Features**. Cisco Duo services are described at the following URL: www.verizon.com/business/service_guide/reg/cisco_duo_product_description.pdf.

2.5 Cisco Enterprise Agreement

2.5.1 **Service Definition**. The Cisco Enterprise Agreement software-licensing program helps Customer buy, consume, and manage Cisco technology across the Cisco software portfolio with a three or five year cross-platform agreement and unified terms and conditions.

2.5.2 **Standard Service Features**. Cisco Enterprise Agreement services and features are described at: www.cisco.com/c/en/us/products/software/enterprise-agreement.html. Certain services and features may not be available or may not be available in all jurisdictions. The Enterprise Agreement services and

features available to Customer can be found on Customer's Cisco Smart account.

2.6 Cisco Secure Email Services

2.6.1 **Service Definition.** Cisco Secure Email can enable Customer to communicate more securely via email and help Customer combat Business Email Compromise (BEC), ransomware, advanced malware, phishing, spam, and data loss with a multilayered approach to email security.

2.6.2 **Standard Service Features.** Cisco Secure Email services and features are described at www.verizon.com/business/service_guide/reg/cisco-secure-email-service-description.pdf.

2.7 Cisco ThousandEyes Services

2.7.1 **Service Definition.** Cisco ThousandEyes enables Customer to see network performance through a combination of smart monitoring agents, a cloud application and open APIs so they can deliver an optimal service to branch offices, retail stores, and remote employees.

2.7.2 **Standard Service Features**. Cisco ThousandEyes features are described at www.verizon.com/business/service_guide/reg/thousandeyes-product-description.pdf.

2.8 Cisco Umbrella Services

2.8.1 **Service Definition.** Cisco Umbrella is a cloud security platform that unifies multiple security services in a single platform to help secure internet access and help control cloud app usage.

2.8.2 **Standard Service Features.** Cisco Umbrella services and features are described at www.verizon.com/business/service_guide/reg/umbrella-product-description.pdf.

2.9 CrowdStrike Services

2.9.1 **Service Definition**. CrowdStrike's Falcon Platform enables Customer to protect their end points from targeted attacks by helping them identify unknown malware and detect zero-day threats. The cloud based Falcon Platform includes a suite of services that can include IT hygiene, next generation antivirus, end point detection and response, threat hunting and threat intelligence. Customer monitors events detected by the platform through web based user interfaces.

2.9.2 **Standard Service Features**. CrowdStrike features are described at www.verizon.com/business/service_guide/reg/crowdstrike_service_description.pdf.

2.10 Cylance Services

2.10.1 **Service Definition**. Cylance provides Customer with a lightweight endpoint Anti-Virus (AV) solution that is effective against both known and unknown malware.

2.10.2 **Standard Service Features**. Cylance features are described at www.verizon.com/business/service_guide/reg/cylance_service_description.pdf.

2.11 Lookout Services

2.11.1 **Service Definition.** Lookout cybersecurity software provides an integrated endpoint to cloud security solution to help protect the Customer's data in a data center, the public cloud or on end user mobile

devices.

2.11.2 **Standard Service Features.** Lookout features are described at www.verizon.com/business/service_guide/reg/lookout-service-description.pdf.

2.12 **NetBrain Services**

2.12.1 **Service Definition**. NetBrain is a middleware software platform that enables Customers to integrate their existing Network Management System tools and IT workflows to automate troubleshooting, network change, and response. By automating many of the manual tasks, NetBrain aims to help Customer improve uptime and decrease Mean Time to Remediation (MTTR), to improve overall network performance.

2.12.2 **Standard Service Features**. NetBrain features are described at www.verizon.com/business/service_guide/reg/NetBrain_Service_Description.pdf.

2.13 **Netskope Services**

2.13.1 **Service Definition**. Netskope Cloud service helps Customer to securely transition their corporate data to SaaS platforms, such as Microsoft Office 365, Google Apps, Slack and Box; and IaaS platforms, such as Amazon AWS, Microsoft Azure and Google Cloud Platform.

2.13.2 **Standard Service Features**. Netskope features are described at www.verizon.com/business/service_guide/reg/netskope-product-description.pdf.

2.14 **NICE Cloud Services**

2.14.1 **Service Definition**. NICE Cloud provides Customer with a suite of tools to improve performance of their call center.

2.14.2 **Standard Service Features**. NICE Cloud features are described at www.verizon.com/business/service_guide/reg/nice.pdf.

2.15 **Onapsis Services**

2.15.1 **Service Definition**. Onapsis Software Services provides Customer with the ability to scan SAP / Oracle environments to identify and manage vulnerabilities.

2.15.2 **Standard Service Features**. Onapsis services are described at the following URL: www.verizon.com/business/service_guide/reg/onapsis-product-description.pdf.

2.16 **Palo Alto Services**

2.16.1 **Service Definition**. Palo Alto provides Customer with a suite of software and services to improve cybersecurity.

2.16.2 **Standard Service Features.** Palo Alto features are described at www.verizon.com/business/service_guide/reg/palo_alto_networks_product_description.pdf.

2.17 **Proofpoint Services**

2.17.1 **Service Definition**. Proofpoint, cybersecurity products help protect people, data, and brands from advanced threats and compliance risks via services such as email security, data loss prevention, electronic discovery, and email archiving.

2.17.2 **Standard Service Features.** Proofpoint features are described at www.verizon.com/business/service_guide/reg/Proofpoint_Product_Description.pdf.

2.18 **Qualysguard Services**

2.18.1 **Service Definition**. QualysGuard Services allows Customer to automate the process of IT security and compliance management, including network discovery, mapping and business prioritization of IT assets; network and web application vulnerability assessments, policy compliance assessments; remediation task management; and reporting according to Customer-defined criteria.

2.18.2 **Standard Service Features**. Qualysguard services are described at the following URL: www.verizon.com/business/service_guide/reg/qualys-service-description.pdf.

2.19 **Splunk Services**

2.19.1 **Service Definition**. Splunk Software and Cloud Services allow machine data to be searched, monitored, and analyzed to provide business insights in areas such as enterprise security, and IT service management.

2.19.2 **Standard Service Features**. Splunk services are described at the following URL: www.verizon.com/business/service_guide/reg/splunk-service-description.pdf.

2.20 **Symantec Services**

2.20.1 **Service Definition**. Symantec Services provides network-based services to protect, manage and control e-mail and web based communications, including policy based encryption.

2.20.2 **Standard Service Features**. Symantec Services are described at www.verizon.com/business/service_guide/reg/broadcom-product-description.pdf.

2.21 **Tanium Services**

2.21.1 **Service Definition**. Tanium provides Customer with a scalable single point of visibility and control to secure and manage system end points.

2.21.2 **Standard Service Features**. Tanium features are described at www.verizon.com/business/service_guide/reg/tanium_product_description.pdf.

2.22 **Tenable Services**

2.22.1 **Service Definition.** Tenable Services help Customer discover cyber vulnerabilities and prioritize the most critical vulnerabilities to focus on first.

2.22.2 **Standard Service Features**. Tenable features are described at www.verizon.com/business/service_guide/reg/Tenable_Service_Description.pdf.

2.23 **Turbonomic Services**

2.23.1 **Service Definition**. Turbonomic is a work load platform which helps Customer to optimize Customer's data center and cloud environments. It continuously analyses workload consumption and application performance which Customer can utilize to drive digital transformation, cloud migration, cloud cost reduction and IT operations effectiveness.

2.23.2 **Standard Service Features**. Turbonomic can be run on-premise, in a public cloud or across a hybrid environment and is available in three editions described at www.verizon.com/business/service_guide/reg/turbonomic.pdf.

2.24 **Verizon Zero Trust Dynamic Access / iboss Services**

2.24.1 **Service Definition.** Verizon Zero Trust Dynamic Access provides zero trust secure service edge delivered from the iboss cloud platform.

2.24.2 **Standard Service Features**. Verizon Zero Trust Dynamic Access features are described at www.verizon.com/business/service_guide/reg/Zero_Trust_Dynamic_Access_Product_Description.pdf.

2.25 **Versa Services**

2.25.1 **Service Definition**

2.25.1.1 **Versa VOS (formerly FlexVNF) Software.** Versa VOS software allows Customer to deploy software defined (SD) solutions of SD-Routing, SD-Security, and Secure SD WAN. Versa VOS software ordered on or prior to March 31, 2021 will be subject to the terms of this Service Attachment. New Orders for Versa VOS software created on or after April 1, 2021, including in the case of existing Services that are renewed, will be subject to the terms of the Customer Premises Equipment and Related Services Service Attachment.

2.25.1.2 **Versa Secure Access Service Edge (SASE).** Versa SASE combines security services with networking capabilities to enable Customer to securely connect branch offices, users, applications, devices and IoT systems, regardless of location. In addition to providing secure access, SASE helps provide more consistent application performance and can be implemented via the cloud, on-premises, or a combination of both.

2.25.2 **Standard Service Features.** Versa features are described at www.verizon.com/business/service_guide/reg/versa_networks_product_description.pdf.

2.26 **WhiteHat Services**

2.26.1 **Service Definition**. WhiteHat Sentinel is a web-based application service that i) allows Customer to scan Web Applications, located on Customer's external and internal networks for vulnerabilities and ii) provides information that will help Customer to remediate those vulnerabilities.

2.26.2 **Standard Service Features**. WhiteHat services are described at www.whitehatsec.com/wp-content/uploads/2017/10/sentinel-product-technical-descriptions.pdf.

2.27 **Zscaler Services**

2.27.1 **Service Definition**. Zscaler Internet Access provides Internet security and web gateway services delivered from its Cloud Security Platform. Zscaler Private Access provides management of policies for

access to internal resources delivered from its Cloud Security Platform.

2.27.2 **Standard Service Features**. Zscaler Internet Access and Private Access services are described at www.verizon.com/business/service_guide/reg/zscaler_product_description.pdf.

3. **SUPPLEMENTAL TERMS**

3.1 <u>**End User Terms**</u>. Verizon is not the licensor or provider of Third Party Services and any Third Party Services are directly provided to Customer from the applicable Third Party. When ordering Third Party Services, Customer acknowledges having read, understood, and agreed to the applicable end user license terms or agreement (EULA) or service terms, as applicable, (collectively, "Third Party Terms") for the Third Party Services which are identified below, and it is solely Customer's responsibility to do so. Customer further acknowledges that the Third Party Terms i) govern Customer's use of and access to the relevant Third Party Services, ii) are a binding contract established by the Third Party directly between the Third Party and Customer, iii) can be enforced against Customer, and iv) shall not in any way name or imply that Verizon is a party to such Third Party Terms. If a Third Party terminates Customer's right to use or access the Third Party Services under the applicable Third Party Terms, any Verizon obligation in connection with the affected Third Party Services will also automatically terminate. Third Party Terms may be updated by Third Party from time to time.

3.1.1 **Acalvio Services:** www.acalvio.com/eula.

3.1.2 **Avaya Services:**

3.1.2.1 **Avaya IX Subscriptions:**
Avaya Global Software License Terms: www.downloads.avaya.com/css/P8/documents/100072471.
Avaya Subscription Licensing Terms: www.downloads.avaya.com/css/P8/documents/101031806.

3.1.2.2 **Avaya OneCloud Ready Now:** www.avaya.com/en/termsofservice/ and the terms of use for Hosted Services at www.support.avaya.com/LicenseInfo.

3.1.3 **Check Point Services:**

3.1.3.1 **Licenses:**
https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/

3.1.3.2 **Cloud Services:** https://www.checkpoint.com/about-us/cloud-terms/

3.1.4 **Cisco Duo Services:**
www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html   and www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/duo-offer-description.pdf.

3.1.5 **Cisco Enterprise Agreement**: The Cisco EULA for services and features ordered by Customer will be provided via a Customer-specific Cisco Smart account. Customer must access their Smart account, print, sign and return the EULA to Cisco prior to utilizing their Enterprise Agreement. A Cisco Smart account can be created here: www.cisco.com/go/Smartaccounts.

3.1.6 **Cisco Secure Email Services:**
www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf.

3.1.7 **Cisco ThousandEyes Services**:
www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html and
www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/thousandEyes_offer_description.pdf.

3.1.8 **Cisco Umbrella Services:**
www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html and
www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_umbrella_offer_description.pdf.

3.1.9 **CrowdStrike Services**: www.crowdstrike.com/terms.

3.1.10 **Cylance Services**: www.cylance.com/en-us/company/about-us/verizon-eula.html.

3.1.11 **Lookout Services:**

3.1.11.1 **Mobile Endpoint Security:** www.legaldocs.lookout.com/en/mes-license-agreement.pdf.

3.1.11.2 **Lookout Cloud Service Agreement:** www.legaldocs.lookout.com/en/cloud-service-agreement.pdf.

3.1.12 **NetBrain Services:** www.netbraintech.com/wp-content/uploads/2021/04/NetBrain-Subscription-End-User-License-Agreement.pdf.

3.1.13 **Netskope Services**: www.netskope.com/subscription-terms.

3.1.14 **NICE Cloud Services**:
www.nice.com/-/media/niceincontact/Documents/misc/NICEAgreementsVerizionEndUserLicenseAgreement.

3.1.15 **Onapsis Services**: www.onapsis.com/license-agreement.

3.1.16 **Palo Alto Services**: www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf. In addition to the foregoing EULA, customer acknowledges that any Palo Alto Networks professional services shall be subject to the Professional Services Agreement, found at www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf, and to the applicable Service Description, which is a document that describes certain professional services offerings provided by Palo Alto Networks and further outlines the scope of work, deliverables, and project timeline for each service offering. The current Service Descriptions for applicable Palo Alto Networks professional services offerings can be found at www.paloaltonetworks.com/services/consulting/servicedescriptions. Customer hereby acknowledges having read, understood, and agreed to the applicable Service Description for the Third Party Services ordered by Customer.

3.1.17 **Proofpoint Services**: https://www.proofpoint.com/us/legal/license/customer-agreement

3.1.18 **Qualysguard Services**: www.qualys.com/docs/eula.pdf.

3.1.19 **Splunk Services**: www.splunk.com/en_us/legal/splunk-software-license-agreement.html and www.splunk.com/en_us/legal/terms/splunk-cloud-terms-of-service.html as applicable.

3.1.20 **Symantec Services**: www.symantec.com/content/dam/symantec/docs/eulas/service-agreement/online-services-agreement-2016-12-en.pdf.

3.1.21 **Tanium Services:** www.tanium.com/EULA and/or www.tanium.com/tanium-could-subscription-agreement.pdf, as applicable.

3.1.22 **Tenable Services:** www.static.tenable.com/prod_docs/Tenable-Master-Agreement-Template-v4-(12.2019)-CLICK.pdf.

3.1.23 **Turbonomic Services**: www.f.hubspotusercontent20.net/hubfs/5041972/Legal/Standard%20End-User%20Software%20License%20and%20Support%20Agreement%20(Turbonomic)%20(12-2020).pdf.

3.1.24 **Verizon Zero Trust Dynamic Access / iboss Services**: www.iboss.com/iboss-cloud-services-end-user-terms-of-service-agreement.

3.1.25 **Versa Services**: www.versa-networks.com/Versa-Networks-EULA-End-User-License-Agreement.pdf.

3.1.26 **WhiteHat Services**: www.whitehatsec.com/terms-conditions/.

3.1.27 **Zscaler Services**: www.zscaler.com/legal.

3.2 **Software and Subscription Services + Disclaimer of Warranties**. In addition to any disclaimer of warranties in the Master Terms, Customer acknowledges and agrees that Verizon is not the provider of the Third Party Services, and as such Verizon provides no warranties, guarantees, or assurances of quality or otherwise that apply to Third Party Services including any relating to compliance with laws outside of the jurisdiction in which Verizon resells the Third Party Services. Customer will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance, or otherwise issues solely from the relevant Third Party, and will not involve Verizon in the same. If Verizon, in its sole discretion, determines that an inquiry from Customer is related to a Third Party Service, it may transfer the inquiry to the appropriate Third Party representative. Third Party Services are governed solely by the Third Party Terms and not the Agreement. Further, any Customer requirement with respect to the Third Party Services must be agreed to directly with the Third Party. (For the avoidance of doubt, any such requirement in the Master Terms are not applicable to the Third Party Services.)

3.3 **Customer Responsibilities**.

3.3.1 **Customer Compliance**. Customer is solely responsible to ensure that its use of Third Party Services is compliant with laws in any jurisdictions where Customer uses such Third Party Services.

3.3.2 **Required Consents and Notifications.** Customer (and not Verizon or a Third Party) is responsible for taking any steps to gain any required consents by its end users and/or provide any notifications to its end users using any Third Party Services as may be required by law or otherwise.

3.3.3 **Accounts.** In order to use a Third Party Service, Customer may need to create an account with the Third Party.

3.3.4 **Third Party Privacy Policies.** Any information that Customer provides to a Third Party may be subject to that Third Party's (or another party's) privacy policy. It is solely Customer's responsibility to understand how Customer's information may be accessed, used and shared by Third Parties in connection with the Third Party Services.

3.4 **Protected Health Information**. Customer will not use the Third Party Services in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences.

4. FINANCIAL TERMS

4.1 **Charges**

4.1.1 **Software and Subscription Services +**. Customer will pay the charges for Third Party Services specified in the Agreement and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. Upon the Service Activation Date, Customer will be invoiced the non-recurring charge (NRC), the monthly recurring charge (MRC) or the annual recurring charge (ARC) for the Service Commitment. The Activation Date shall be the date upon which either the Third Party or Verizon has provided written notification or confirmation to the Customer that services have begun, whichever is earlier. Verizon reserves the right to audit the number of subscriptions (e.g., End User, IP Addresses) Customer has on Third Party Services, and in the event that the number of subscriptions exceeds the number of subscriptions ordered by Customer, Verizon reserves the right to charge Customer the applicable NRCs, MRCs or ARCs for such additional subscriptions.

4.2 **Service Commitment**. The Service Commitment for Third Party Services is shown in the applicable Service Order. Customer may order additional subscriptions at any time and each order will have its own Service Commitment and be billed at the quoted and agreed upon rate. If: i) Customer terminates a Third Party Service before the end of the relevant Service Commitment for reasons other than Cause; or ii) Verizon terminates a Third Party Service for Cause, then Customer will pay an amount equal to the relevant MRC and/or ARC for the terminated subscriptions remaining during relevant Service Commitment(s). Notwithstanding any terms to the contrary in the Master Terms, the provision of Third Party Services shall be terminated at the end of Customer's Service Commitment unless Customer and Verizon agree to a new Service Commitment prior to such end date.

5. **DEFINITIONS**. In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to Third Party Services: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

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