



PROFESSIONAL SERVICES

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1. GENERAL

- 1.1 **Service Definition.** Verizon Professional Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW.
 - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.
- 1.2 **Customer Responsibilities**
 - 1.2.1 **Assistance.** In addition to the Master Terms’ assistance provisions, Customer will make available to Verizon: (a) any systems to be tested (both physically and remotely), with normal operating throughput; (b) all system, policy, process or other documentation reasonably requested; (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours.
 - 1.2.2 **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment (Diagnostic Facilities) to Customer Equipment for the purposes of performing the Professional Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract.

2. SUPPLEMENTAL TERMS



- 2.1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable Order. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon.
- 2.2 **Service Commitment.** Unless otherwise agreed in an Order, the Activation Date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.
- 2.3 **Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment, and the Master Terms. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties.
- 2.4 **Conditions.** A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.5 **Performance and Acceptance.** Notwithstanding any acceptance language in the Master Terms, unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.6 **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.7 **Geographic Limitations.** Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.8 **Non-Solicitation of Employees.** The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.
- 2.9 **Copyright and License**



- 2.9.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.
- 2.9.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.
- 2.9.3 **License.** For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.

2.10 **Warranties and Disclaimers**

- 2.10.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.
- 2.10.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services. Customer will indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of these representations and warranties and any representation and warranty clearly stated as such in a SOW.
- 2.10.3 **Security Risk Mitigation.** The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard.



- 2.11 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability therefor.
- 2.12 **Assessment Service Risks.** Professional Services may include one or more of the following activities: (a) testing the effectiveness of the business and security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). This indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are: (i) knowingly outside the scope of the agreed-upon Assessment Services; or (ii) reckless, wanton, malicious, illegal or deliberately negligent.
- 2.13 **Collection of Netflow Data in Japan.** Due to local legal requirements, Customer must purchase Internet services from Verizon in order to receive services that rely upon Verizon directly collecting live netflow data (e.g., Rapid Response Retainer) from network equipment on Verizon's public backbone network in Japan. In addition to other remedies at law and equity, Verizon may at any time terminate the affected service in Japan if Verizon discovers that Customer has not purchased Internet services from Verizon or if Customer has terminated such Internet services.

3. FINANCIAL TERMS

- 3.1 **General.** Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer's reasonable policies regarding substantiation of business expenses, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice (e.g., travel related expenses) will be converted to the currency of Customer's invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred.

- 3.2 Termination Liability.** For the purpose of calculating Early Termination Charges pursuant to the Master Terms, termination of a Professional Services Order or a particular Project under a SOW is treated the same as termination of a Service. For the purpose of Professional Services, fixed, periodic, or milestone Charges that Customer had committed to pay are deemed recurring Charges.



3.23.3 Project Activation Delay. In addition to the Activation Delay terms of the USSA, if Customer delays a Project for a planned assessment (onsite or remote) with less than 7 Business Day notice, Verizon may charge Customer up to \$10,000, per occurrence and/or per assessment activity, for losses it incurs when personnel assigned to the Project are unable to be reassigned to other projects. Such losses will be calculated by totaling the number of hours and the hourly rate for the impacted assigned personnel.

4. **DEFINITIONS.** The following definitions apply to Professional Services, in addition to those identified in the Master Terms ~~of your Agreement.~~

Term	Definition
After Hours	Work hours extending beyond Business Hours on a Business Day.
Change Order	A formal Project change request that amends a SOW.
Conditions	Assumptions, expectations and dependencies identified in a SOW.
Deliverables	Reports or other deliverables specified in the applicable statement of work (SOW) and related Service Order.
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site.
Original Customer-Unique Content	The part of a Deliverable that is unique to Customer, first created by Verizon in the performance of a Project, and delivered to Customer under the Service Order.
Project	The Professional Services under a particular SOW.
Verizon Underlying Materials	Underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services.
Weekend Hours	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours.