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### 1. GENERAL

1.1 **Service Definition.** Multi-Cloud App Access Manager is a software based platform that connects a Customer and its Authorized Person (together, “Users”) device, from: (i) a location to an application (such as Jira, Jenkins or Confluence) or (ii) an application to another application in the Customer Cloud Infrastructure consisting of the following two components:

1.1.1 **Multi-Cloud App Access Manager Edge (“Edge”):** - This component is deployed near the application and/or close to User’s geographic regions. The Edge is the nearest point where the User is onboarded to access the application. It is built in the Customer Cloud Infrastructure.

1.1.2 **Multi-Cloud App Access Manager Dashboard (Dashboard):** This component provides Customer access to the Verizon Enterprise Center (VEC) where Customer can view applications, UX Scores, Customer provided policies, list of Authorized Persons, Insights and Infrastructure Recommendations.

**1.2.1.2 Standard Features.** The following features are available for Multi-Cloud App Access Manager:

**1.2.1 Secure Multi-Cloud Access.** This feature provides Zero-Trust access to Customer hosted private applications in the Customer Cloud Infrastructure. It enables Authorized Persons to access applications through the IDP. Users can access applications based on location, device certificate and UX Risk Score.

**1.2.2 Multi-Cloud App Services Platform (Platform).** This feature provides a built-in application delivery platform. The Platform provides global and local load balancing capabilities for the applications deployed in the Customer Cloud Infrastructure. It continually finds the optimized performing Edge for the User to ingress based on DNS proximity. It provides multi-cloud networking capabilities at the application layer.

**1.2.3 Performance Optimization for Multi-Cloud Applications.** This feature allows Users to customize their application UX hosted across the Customer Cloud Infrastructure. With proximity-based routing, Authorized Person traffic can ingress the Customer Cloud Infrastructure from the Edge point of presence. The traffic is continually monitored by the telemetry system to provide an optimized path to the application. The Platform provides the following features for performance optimization based on the Subscription Plan ordered:

- TCP layer optimization.
- Private CDN capabilities with TCP layer optimization.
- HTTP layer optimizations such as caching, connection pooling and compression.
- Private CDN capabilities with HTTP layer optimization.
- Three optimization paths for each application.

**1.2.4.4 Insights.** Using UX, applications accessed and data logs collected during Authorized Person's use of the Service, the Multi-cloud App Services Platform can provide actionable infrastructure and application data to allow Customer to monitor and troubleshoot its Multi-Cloud App Access Manager.

**1.2.5.4 Application to Application Access.** Customers can connect customer provided applications within the Customer Cloud Infrastructure and access it via the Multi-Cloud App Access Manager.

**1.2.6.5 Agent Support.** Customer can install and use an Agent for custom applications with the Customer Cloud Infrastructure that are not web-enabled or using non-standard web ports on User's professional Windows and Mac OS devices. This feature does not support Windows ARM processors.

**1.2.7.6 Firewall Insertion.** Customer can insert customer provided firewall service for application and Authorized User connectivity management.

**1.2.8.7 Amazon Simple Storage Service ("Amazon S3") S3 Bucket.** Customers can connect Authorized Users and applications to customer provided Amazon S3 cloud storage.

**1.2.9.8 Cloud and Private Data Centers.** Customer can connect to applications using the Edge via Customer Cloud Infrastructure and customer provided on-premise data centers using customer provided Connectivity as defined in Section 2.3.

**1.2.10.3.2 UX Score:** The machine learning engine calculates UX Score for each user session based on the session logs and finds the root cause for the sessions with a low UX Score. Session logs consist of the following data: network and application layer latency, device type, country of origin, public IP address, application response time and application URLs. Scores range from 0 to 100, with 100 being the highest

score possible. The higher the score the better the UX. Any score less than 40 is highlighted as a low UX session and the possible root cause is provided. For example, if the latency between the User desktop and the Edge is higher than normal, the UX Score would be low and the internet connection could be suggested as the root cause for the low latency.

1.2. ~~1103.3~~ **User Risk Score:** The machine learning engine calculates User Risk Score for each session based on the available session logs. Scores range from 0 to 100, with 100 being the highest risk score. Sessions with a high risk score are flagged and the contributing factors such as number of requests to applications in the Customer Cloud Infrastructure, first time access to the Multi-Cloud App Access Manager by an Authorized Person and Authorized Person's geographical location and time of the day of access to the applications via the Service are presented. For example, if User has too many sessions to applications in the Customer Cloud Infrastructure, in comparison to a normal baseline number of sessions over a period of time, the session will be flagged with a higher User Risk Score.

1.2. ~~123.414~~ **Infrastructure Recommendations:** Using machine learning, recommendations are provided to allow Customers to make decisions to build risk policies; block users based on the User Risk Scores and other risk factors and optimize use of the Edge and performance of Multi-Cloud Applications.

~~1.2.132~~ **Onboarding Activities.** On the Activation Date, Verizon will work with Customer to deploy and onboard the Edge and certain Customer applications with the Customer's Cloud Infrastructure. Verizon will also provide sample application onboarding and training materials for customer to onboard more applications themselves. The Customer will have access to the Dashboard to manage the Services.

~~1.2.14~~ **Proactive Notification.** Proactive Notifications are sent through the Dashboard, at no additional charge to Customer, on any maintenance windows, outages, upgrade and patch update notices and through periodic emails. During the Onboarding Activities, Customer will provide one or more e-mail addresses to which Verizon should send e-mail notifications. Customer may sign up to view trouble tickets opened through this feature affecting Customer's service via the Verizon's On-line Ticket Management system, accessed from the Verizon Business Customer Center at <https://enterprisecenter.verizon.com>.

1.2. ~~153.15.1~~ **Disclaimer of Representations and Warranties:** Without limiting any other disclaimers contained in the Customer's agreement with Verizon, Proactive Notification is offered "as is", without representations or warranties of any kind, including warranties of the adequacy, accuracy or usefulness of the notification, testing, Customer e-mail notifications or any other components of this feature.

1.2. ~~1635.2~~ **Limitation of Liability:** Without limiting any other limitations contained in the Agreement, Verizon is not liable for any loss (of data or otherwise) resulting from (i) delays, (ii) non-deliveries, (iii) misdeliveries, (iv) service interruptions or (v) other delivery errors. Customer is responsible for paying any additional infrastructure setup and data transfer charges directly to cloud providers.

## 1.3— Optional Features

~~1.3.1—~~ **Cloud and Private Data Centers:** Customer can connect to application using the Edge via Customer Cloud Infrastructure and customer provided on-premise data centers using customer provided Connectivity as defined in Section 2.3.

## **2. ~~Customer Responsibilities~~ CUSTOMER RESPONSIBILITIES**

2.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following support in connection with the Onboarding Activities of Multi-Cloud App Access

Manager with Customer Cloud Infrastructure. Customer will provide the following details in an onboarding call with the Verizon service delivery team:

- Customer Cloud Infrastructure details, including geographic location, for onboarding of Multi-Cloud App Access Manager.
- Customer's point of contact for Onboarding Activities.
- IDP- details for authentication with Multi-Cloud App Access Manager.
- IP Addresses for use with the Edge.
- Application onboarding details including application hostname, Protocol, Port, and application region.

2.2 **Customer Cloud Infrastructure.** Unless otherwise specified in the Agreement, Customer shall be responsible for obtaining, installing, interconnecting and provisioning cloud computing and infrastructure necessary for use in conjunction with Multi-Cloud App Access Manager.

2.3 **Internet Connectivity.** The Multi-Cloud App Access Manager is deployed in the Customer Cloud Infrastructure which is connected to the public internet. Customer may order network services such as Internet Dedicated Ethernet (IDE), ~~or~~ Private IP (PIP), Secure Cloud Interconnect (SCI) or Software Defined Interconnect (SDI) from Verizon by executing a separate Service Attachment or Customer may provide such services on their own. Customer defines the network topology in Customer's Cloud Infrastructure and specifies which portion of Customer's workload can send or receive internet traffic.

2.4 **Responsibility for Use.** Customer shall be responsible for: (i) ~~managing~~, supervising, and ~~controlling~~ Authorized Persons and the Customer Data and results obtained from using the Service; (ii) using the Service within the operating environment specified in the Agreement; (iii) establishing and maintaining such recovery and data protection and security procedures as are necessary for Customer's use of the Services and/or as may be specified by Verizon from time to time. In addition, Customer shall: (iv) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data and (v) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service by its Authorized Persons and/or by any other employees, consultants, representatives or agents of Customer, and shall notify Verizon promptly of any such unauthorized access or use of the Service and/or the software underlying the Service.

2.5 **Customer Data, Content and Licensed Software.** Customer may install applications or software created for use with the Services. Customer may store data and content. Customer warrants and represents that Customer has all necessary rights of use required for all such software, application(s), data and content ("Customer Materials") that Customer or third party at Customer's request may install for Customer use with the Services. If Customer installs software for use with the Services, Customer warrants and represents that Customer's licenses for the Customer Materials permits such use. Customer agrees to indemnify and hold harmless Verizon and its affiliates from and against any claim or liability to the extent a third party makes a claim against Verizon resulting from Customer's use of such third party software and/or Customer Materials with the Services.

### 3. ~~3.~~ SUPPLEMENTAL TERMS

3.1 **Verizon Enterprise Center.** Verizon will provide Customer with login credentials to access to the Verizon Enterprise Center (VEC) at <https://sso.verizonenterprise.com/amserver/sso/login.go?> or other URL provided by Verizon from time to time. The VEC provides access to information relating to Multi-Cloud App Access Manager Dashboard, 24 hours a day, seven days a week, which may include a consolidated view of Customer Network information, real time access to contact information, project status, service status, information about Managed Devices and other feature related information. In addition, the VEC provides access to portals (Customer Portals) that provide information about certain features of the services.

- 3.2 **VEC/Customer Portal User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.
- 3.3 **Reports.** All reports, data, recommendations, documentation, printouts, or other materials in any media form provided to Customer by Verizon about Multi-Cloud App Access Manager are Verizon Confidential Information. Customer Confidential Information embedded in such reports and data remains Customer Confidential Information.
- 3.4 **Customer Support Help Desk.** Multi-Cloud App Access Manager has support available for the Customer 24 hours a day, seven days a week. During the term and subject to Customer's compliance with the terms and conditions of this Agreement, Customer may submit queries and raise a support ticket via the Verizon Enterprise Center support portal, or call the Verizon customer service telephone number. Customer shall be entitled to the support service-levels provided herein. Support is provided only for the current version of the Software (i.e. ~~with~~ all Updates and Upgrades installed), unless otherwise agreed in writing by Verizon.
- 3.5 **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 provide services in the country or countries in which Customer's premises or systems are situated) and other countries from, across, to or in respect to Multi-Cloud App Access Manager.
- 3.6 **Forms.** Where Verizon or a Third Party requires certain forms to be signed to process an Order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly.
- 3.7 **Service Disclaimers.** Verizon makes no warranties, guarantees, or representations, express, or implied that: (i) Multi-Cloud App Access Manager will protect the Customer Network from intrusions, viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities will be prevented or detected; or, (iii) the performance by Verizon or Multi-Cloud App Access Manager will prevent unauthorized access to Customer's systems or render Customer's systems invulnerable to security breaches. Neither Verizon nor its Third Parties are responsible for data or files lost during the performance of Multi Cloud Access Manager. Customer is responsible for maintaining an overall security program, including but not limited to: (a) exercising due diligence in protecting Customer systems and information that might be used to access, exploit, or otherwise affect Multic Cloud Access Manager; (b) modifying, updating, deleting and otherwise administering such access information and passwords with respect to Customer's authorized user accounts; and (c) promptly notifying Verizon in writing of any security compromise with respect to such information or authorized user accounts.
- 3.8 **Changes to Multi-Cloud App Access Manager.** Subject to Section 4.2, Customer can increase the number of Authorized Users under their Subscription Plan or move from the Essential Plan to the Standard Plan during the Term (~~"Change"~~). To make a permitted Change, a change order request must ~~be~~ submitted to the Verizon account team. If the Change results in an increase in Charges, such adjustments will be reflected in the written Order. The applicable MRC associated with the Change will be effective from the day the Service is available to Customer. A Change can be made during a billing cycle and the adjusted MRC will be pro-rata.





- 3.9 **Availability of the Service.** Certain Services, features or options related thereto, may not be available in certain countries or jurisdictions.
- 3.10 **Software Updates and Patches.** Verizon will provide relevant software patches and updates as provided from time to time for installation during a fixed update time period, mutually scheduled by the Parties. Verizon reserves the right to update, upgrade, modify, change, improve, and/or redesign any software or Services at any time ("Service Upgrades"). Verizon will not make any Service Upgrades that materially impact the functionality of the Services during the then-current Term. The Service may be amended by Verizon from time to time. Customer acknowledges and agrees that making a support request may require Verizon or its vendor's support staff to access Customer's logs for the sole purpose of troubleshooting and responding to the issues raised in the support request.
- 3.11 **Notification.** Verizon will send notifications to Customer after the service is activated, a notification email is sent to customer along with a link to the welcome kit and access to VEC enabled. Customer is limited to 10 VEC user accounts and is responsible for ensuring that all users understand and comply with Verizon's confidentiality requirements. The Customer Portal can be accessed at: [www.verizonenterprise.comhttps://www.verizon.com/business/solutions/enterprise/](https://www.verizon.com/business/solutions/enterprise/).

#### 4. FINANCIAL TERMS

- 4.1 **—License.** Multi-Cloud App Access Manager is provided on a per user license basis. A minimum of 100 user licenses are required for an order. During the Term, the number of user licenses can be increased; however, the number of user licenses cannot be decreased. The user licenses are general to the Customer and not assigned to a specific Authorized Person by Verizon.
- 4.2 **Subscription Plan.** There are two subscription plans provided for the Service. The plans cannot be mixed in an Order. Customer can upgrade to the Standard Plan but cannot downgrade to the Essential Plan during a Term. Downgrades can only occur at contract renewal.

##### 4.2.1 Multi-Cloud App Access Manager Essential Plan (Essential Plan)

##### 4.2.2 Multi-Cloud App Access Manager Plan (Standard Plan)

Standard Feature	Essential Plan	Standard Plan
Secure Multi-Cloud Access	✓	✓
Multi-cloud App Services Platform (Platform)	✓	✓
Performance Optimization for Multi-Cloud Applications	Limited TCP Optimization only	✓ TCP Optimization HTTP optimization caching, Private CDN Three optimized paths
<u>Application to Application Access</u>	✓	✓
<u>Agent Support for Windows and Mac OS</u>	✓	✓
<u>Service Insertion</u>	✓	✓

<u>Access to AWS S3 Bucket</u>	✓	✓
<u>Integrated Support for Cloud and Private Data Centers</u>		✓
Insights, UX Score, User Risk Score and Infrastructure Recommendations	Limited Insights UX Score	✓ Insights UX Score UX Risk Score Infrastructure Recommendations
Onboarding Activities	✓	✓
Proactive Notification	✓	✓

4.3 **Service Commitment Period.** Customer will pay the applicable monthly recurring charges (MRCs) for any Subscription Plan for Multi-Cloud Access App Manager for a minimum of 12 months, which Customer will pay even if the Service is cancelled sooner (unless cancelled by Customer for Cause, as defined in Customer's Agreement). If Customer terminates the Service (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.

4.4 **Details.** Customer will pay the monthly recurring charges (MRCs) for the Subscription Plan, which are fixed for the Service Commitment Period including those below and at the following URL [www.verizon.com/business/service\\_guide/reg/multi-cloud-app-access-manager-mrc.pdf](http://www.verizon.com/business/service_guide/reg/multi-cloud-app-access-manager-mrc.pdf). MRCs will be charged in advance. Non-recurring charges (NRCs) for Mutli-Cloud Access App Manager are as specified below, at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm) [www.verizon.com/business/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/external/service_guide/reg/applicable_charges_toc.htm) and in the applicable Order or Online Terms.

4.5 **Administrative Charges.** The Administrative NRCs specified below are applicable to Multi-Cloud App Access Manager. While the charges shown are quoted in United States dollars, actual charges will be billed in invoice currency.

<u>Administrative Charge</u>	<u>Charge Instance</u>	<u>NRC</u>
<u>Set-up and Onboarding Activities</u>	<u>Per Customer Instance</u>	<u>\$1500</u>
<u>Paper Invoice Charge</u>	<u>Per Customer Instance</u>	<u>\$40</u>

<u>Administrative Charge</u>	<u>Charge Instance</u>	<u>NRC</u>
<u>Set-up and Onboarding Activities</u>	<u>Per Customer Instance</u>	<u>\$1500</u>
<u>Paper Invoice Charge</u>	<u>Per Customer Instance</u>	<u>\$40</u>

4.204.6 **Special Construction.** If, after an order is placed, Verizon finds that special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide the Service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the

special construction charges, with no Early Termination Charge.

5. **END USER LICENSE AGREEMENT (EULA).** The Service is subject to an End User License Agreement ("EULA") located at [www.verizon.com/business/service\\_guide/reg/multi-cloud-app-access-manager-eula.pdf](http://www.verizon.com/business/service_guide/reg/multi-cloud-app-access-manager-eula.pdf).
6. **DEFINITIONS.** The following definitions apply to Multi-Cloud Access Manager, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL [www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm) [www.verizon.com/business/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizon.com/business/external/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
<u>Agent</u>	<u>Agent is a program provided by Verizon which performs various actions autonomously on customer's laptop. This includes support for non-web applications, device posture checks, gathering data for monitoring/troubleshooting access or performance issues and optimization</u>
<u>ARM Processor</u>	<u>An ARM A processor is one of a family of CPUs developed by Advanced RISC Machines (ARM). ARM processors are extensively used in consumer electronic devices</u>
<u>Authorized Person(s)</u>	<u>Trained technical employees and contractors of Customer, for whom Customer is responsible and liable, who (a) are using the Services under Customer's supervision and pursuant to Customer's Subscription Plan, and (b) are subject to a written agreement with Customer that includes use and confidentiality restrictions that are at least as protective as those set forth in this Agreement.</u>
<u>AWS</u>	<u>Amazon Web Services, a subsidiary of Amazon and Cloud Provider providing on-demand computing platforms and APIs</u>
<u>CDN</u>	<u>Content Delivery Network refers to a geographically distributed group of servers which work together to provide fast delivery of Internet content.</u>
<u>DNS</u>	<u>Domain Name System that translates human-readable domain names to machine-readable IP addresses.</u>
<u>HTTP</u>	<u>Hypertext Transfer Protocol, an application-layer protocol for transmitting hypermedia documents, designed for communication between web browsers and web servers</u>
<u>Identity Provider (IDP)</u>	<u>A system entity that creates, maintains, and manages identity information provided by Customer.</u>
<u>S3 Bucket</u>	<u>Simple Storage Service (S3) is an object storage offering from Amazon Web Services' (AWS). Amazon S3 buckets, which are similar to file folders, store objects, consisting of data and its descriptive metadata.</u>
<u>TCP</u>	<u>Transmission Control Protocol, a transport protocol that is used on top of IP layer to ensure reliable transmission of packets.</u>
<u>UX</u>	<u>User experience with the Service.</u>
<u>Zero Trust</u>	<u>A security feature that requires all Authorized Persons to be authenticated, authorized, and continuously validating security configuration and posture, before being granted access to applications, data and the Service.</u>

Term	Definition
<u>Agent</u>	<u>Agent is a program provided by Verizon which performs various actions autonomously on customer's laptop. This includes support for non-web applications, device posture checks, gathering data for monitoring/troubleshooting access or performance issues and optimization</u>
<u>ARM Processor</u>	<u>A processor is one of a family of CPUs developed by Advanced RISC Machines (ARM).</u>
<u>Authorized Person(s)</u>	<u>Trained technical employees and contractors of Customer, for whom Customer</u>



	<u>is responsible and liable, who (a) are using the Services under Customer's supervision and pursuant to Customer's Subscription Plan, and (b) are subject to a written agreement with Customer that includes use and confidentiality restrictions that are at least as protective as those set forth in this Agreement.</u>
<u>CDN</u>	<u>Content Delivery Network refers to a geographically distributed group of servers which work together to provide fast delivery of Internet content.</u>
<u>DNS</u>	<u>Domain Name System that translates human readable domain names to machine readable IP addresses.</u>
<u>HTTP</u>	<u>Hypertext Transfer Protocol, an application-layer protocol for transmitting hypermedia documents, designed for communication between web browsers and web servers</u>
<u>Identity Provider( IDP)</u>	<u>A system entity that creates, maintains, and manages identity information provided by Customer.</u>
<u>TCP</u>	<u>Transmission Control Protocol, a transport protocol that is used on top of IP layer to ensure reliable transmission of packets.</u>
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<u>Zero Trust</u>	<u>A security feature that requires all Authorized Persons to be authenticated, authorized, and continuously validating security configuration and posture, before being granted access to applications, data and the Service.</u>