



MANAGED EXTENDED DETECTION AND RESPONSE WITH ACCENTURE +

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1. GENERAL

- 1.1 **Service Definition.** Verizon Managed Extended Detection and Response with Accenture service provides 24x7 security monitoring, analysis, detection, reporting and response for Customer's network nodes (MXDR with Accenture Service). The MXDR with Accenture Service is performed by utilizing a combination of analysts and technology in conjunction with Accenture International Limited's (Accenture) global threat intelligence to help identify, isolate and contain known and emerging security threats to Customer's network infrastructure. The MXDR with Accenture Service uses Accenture's global delivery and support model from its global delivery centers. Verizon is a reseller of the MXDR with Accenture Service and will direct Accenture to fulfill Customer's Order for the MXDR with Accenture Service. Customer, on behalf of itself and its end users, consents to Verizon sharing account information including account contact details with Accenture in order to facilitate account creation and other administrative functions.
- 1.2 **Location of Verizon Resale.** Verizon resells the MXDR with Accenture Service 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. SERVICES

2.1 **MXDR with Accenture Service**

- 2.1.1 **Service Features.** Accenture provides Customer with the MXDR with Accenture Service features described at www.verizon.com/business/service_guide/reg/managed-extended-detection-and-response-with-accenture-service-terms.pdf www.verizon.com/business/service_guide/reg/managed-extended-detection-and-response-with-accenture-service-terms.pdf (Accenture MXDR Terms).
- 2.1.2 **Use of Service Terms.** Accenture will deliver the MXDR with Accenture Service pursuant to the Accenture MXDR Terms. Verizon is not the licensor nor the delivery agent of the MXDR with Accenture Service and the MXDR with Accenture Service is provided directly to Customer from Accenture. When ordering the MXDR with Accenture Service, Customer acknowledges having read, understood, and agreed to be bound by the applicable Accenture MXDR Terms, and accepts all obligations and conditions set forth therein. The Accenture MXDR Terms: (i) govern Customer's use



of, and access to, the relevant MXDR with Accenture Services; (ii) can be enforced against Customer; (iii) shall not in any way name or imply that Verizon is a party to such terms; and (iv) may be updated by Accenture from time to time upon notice. Customer further agrees that compliance with the Accenture MXDR Terms is a condition to the use of the MXDR with Accenture Service.

2.1.3 If Accenture terminates or discontinues Customer's right to use or access the MXDR with Accenture Service under the Accenture MXDR Terms, any Verizon obligation in connection with the MXDR with Accenture Service will also automatically terminate. Where the MXDR with Accenture Service is terminated by Accenture for cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction, the amounts set out in the clause entitled Consequences of Customer Termination for Convenience, and the amounts set out in the clause entitled Early Termination Charges.

2.2 **Support.** Accenture will provide support to the Customer as set forth in the Accenture MXDR Terms.

2.3 **Out of Scope.** The MXDR with Accenture Services will not include activities described as not in scope in the Accenture MXDR Terms.

3. SUPPLEMENTAL TERMS

3.1 **Warranty Disclaimer.** In addition to any disclaimer of warranties in the Agreement, Customer agrees that Verizon is not the provider of the MXDR with Accenture Service, and as such Verizon provides no warranties, guarantees, or assurances of quality or otherwise that apply to the MXDR with Accenture Service, including any relating to compliance with laws outside of the jurisdiction in which Verizon resells the MXDR with Accenture Service. Customer will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance, or otherwise issues solely from Accenture. If Verizon, in its sole discretion, determines that an inquiry from Customer is related to an MXDR with Accenture Service, it may transfer the inquiry to the appropriate Accenture representative. MXDR with Accenture Services are governed solely by the Accenture MXDR Terms and not the Agreement. Further, any Customer requirement with respect to the MXDR with Accenture Services must be agreed to directly with Accenture and Verizon.

3.2 **Customer Responsibilities**

3.2.1 **Required Consents and Notifications.** Customer (and not Verizon or Accenture) 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 or subject to the MXDR with Accenture Service as may be required by law or otherwise.

3.2.2 **Accounts.** In order to use the MXDR with Accenture Service, Customer may need to create an account with Accenture.

3.2.3 **Accenture's Collection and Processing of Customer's Personal Data.** Any information that Customer provides to Accenture may be subject to Accenture's (or another party's) collection and processing of Customer's personal data policies as set forth in the Accenture MXDR Terms. It is solely Customer's responsibility to understand how Customer's information may be accessed, used and shared by Accenture in connection with the MXDR with Accenture Service.

3.2.4 **Protected Health Information.** Customer will not use the MXDR with Accenture Service 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.

3.2.5 **Responsibility Matrix.** Customer shall perform the activities specified for Customer in the "Responsibility Matrix" section of the Accenture MXDR Terms.



3.3 **Order of Precedence.** In the event of any conflict or inconsistency between this Service Attachment and the Accenture MXDR Terms, notwithstanding anything to the contrary in this Service Attachment, the terms of the Accenture MXDR Terms will control solely as related to the MXDR with Accenture Service, including with respect to descriptions, features, and performance of the MXDR with Accenture Services set forth in the Accenture MXDR Terms.

4. **SERVICE LEVELS.** The service level (SL) for MXDR with Accenture Services are set forth in the Accenture MXDR Terms.

5. FINANCIAL TERMS

5.1 **Charges.** Customer will pay the charges for MXDR with Accenture Services as set forth in an ~~Service Order~~. Customer will also pay the Charges specified in the Agreement and at the following URL, as applicable: www.verizon.com/business/service_guide/reg/m_paper_invoice_charge.htm Upon the Service Activation Date, Customer will be invoiced the monthly recurring charge (MRC), as set forth in the Order, for the Service Commitment term. The Activation Date shall be the date upon which either Accenture or Verizon has provided notification or confirmation to the Customer that services have begun, whichever is earlier. If, at any time during the Service Commitment term, Customer's use of the Service results in a Node Count (as defined in the Accenture MXDR Terms) that exceeds the maximum number of Nodes specified in the Order, the monthly fees shall be increased to reflect the updated Node Count, based on the rates and charges set forth in the Order. Customer agrees to promptly execute any change order required to document the increase in Node Count and/or Annual Increase in Charges (as specified in 5.2 below), as the case may be, and shall not unreasonably delay or withhold such execution.

~~5.15.2~~ **Annual Increase in Charges.** Verizon will increase the MRCs associated with the MXDR with Accenture Services once every 12 months from Service Activation Date by the percentage specified in the Order for such service.

~~5.25.3~~ **Service Commitment.** The Service Commitment for the MXDR with Accenture Service is specified in the applicable Order.

~~5.35.4~~ **Renewal.** Notwithstanding any terms to the contrary in the Agreement, and to the extent permitted by law or regulation, the provision of MXDR with Accenture Services shall automatically renew for subsequent one-year periods at the end of each Service Commitment unless written notice of intent not to renew is given (i) by Customer to Verizon at least ninety days prior to the end of the then-current Service Commitment term; or (ii) by Verizon to Customer upon at least thirty days prior written notice to the end of the then-current Service Commitment term. Fees during any renewal term shall be as specified in the applicable ~~Service~~ Order.

~~6.~~ **DEFINITIONS.** The definitions set forth in the Accenture MXDR Terms apply to MXDR with Accenture Services, in addition to those identified in the Agreement, and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

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