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Network Detection and Response +

1. GENERAL

1.1 **Service Definition.** Network Detection and Response (NDR) provides network threat detection, full-packet forensics, and integrated response for enterprise, cloud, or industrial environments. NDR is delivered as a cloud utility, enabling retention of network packet data ~~(Network Data)~~ which can be continuously analyzed using various detection techniques, including threat intelligence, signatures, and behavioral/anomaly classifiers. NDR provides Customer's incident response teams with visibility into network packet data, meta-data, and contextual data (via integrations) for impact analysis, investigation, and response. NDR uses Network Sensors installed locally on Customer's network or cloud environment ~~to passively capture Network Data and stream to the NDR platform~~ for purposes of analysis, threat detection, and correlation of threats, and to create a forensic memory of the Network Data for the selected retention period. NDR includes a web based customer portal, ~~(~~ Visualizer, ~~)~~ that provides Customer access to view their Network Data and identified threats, manage and administer their use of the Service, and obtain reports.

1.2 **Service Features.** The following service features are included with ~~Network Detection and Response~~NDR.

1.2.1 **Network Sensors.** ~~Lightweight software sensors (~~Network Sensors~~)~~ are provided to Customer to deploy in the Customer Environment. The Network Sensors are configurable appliances that enable users to collect, filter, and analyze Network Data. The Customer will select the areas that the Network Sensors will be installed in the Customer Environment. The Customer may select either of the following Network Sensors: Standard Sensor or Smart Sensor.

1.2.1.1 **Standard Sensor.** Standard Sensor is a Network Sensor that passively captures full packet data from the Customer's Environment and streams it to the NDR platform for analysis, alerting, and storage.

1.2.1.2 **Smart Sensor.** Smart Sensor is a Network Sensor that collects, analyzes, and identifies threats at the sensor level in the Customer Environment. Smart Sensors only send threat-related Network Data and related netflow traffic and network packet data to the NDR platform for intrusion detection.

~~1.2.1~~1.2.2 **Data and Data Retention.** Verizon will store collected Customer Network Data for the retention period purchased. The standard retention periods available are one, three, six or 12 months. Standard retention periods are on a rolling basis and the Customer Network Data stored is the most recently captured for the retention period selected. Customer Network Data is automatically deleted when it exceeds purchased data retention period.

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~~1.2.2~~1.2.3 **Service Tier.** Customer selects Service Tier based on the bandwidth required to support their data capture needs. The standard available Service Tier options range from 10Mbps to 1Gbps for Standard Sensor and 100Mbps to 20Gbps for Smart Sensor. Customer can tune capture policy on an application/protocol, IP, or subnet basis to optimize and capture Network Data based on their specific needs.

~~1.2.3~~1.2.4 **Customer Portal.** The Visualizer provides Customer access to see their Network Data. Customer can view reports, manage users and policies, manage intelligence feeds used by the NDR platform and Smart Sensor, view and analyze threats perceived by deployed Network Sensors, download packets, and receive notifications of threats perceived in the Customer Environment.

~~1.2.4~~1.2.5 **Customer Access.** Verizon provides Customer with the ability to also access the NDR service through an API interface. Customers can use the APIs to build integration or automation workflows within the Customer Environment.

1.3 **Service Implementation.** Verizon will schedule a deployment call with Customer's ~~personnel authorized by Customer to access the customer portal and to interact with Verizon for the Service (~~Authorized Contacts~~)~~ prior to service activation which includes assistance with installation of software sensors, sensor configuration, registration, and Visualizer training. Verizon will work with the Customer on the sizing of sensors and deployment, based on Customer's selection of Service Tier, quantity of sensors, sensor type, and deployment architecture. Verizon will provide Customer with a user name and password to access the Visualizer.

1.3.1 **Registration.** Customer will provide true, accurate, current and complete information as prompted by Verizon's ~~Network Detection and Response~~NDR registration process, and will maintain and promptly update such information to keep it true, accurate, current and complete, including, but not limited to, Authorized Contacts.

1.3.2 **Network Sensor Optimization.** Customer agrees to allow Verizon to modify Customer's deployment and use of the Network Sensors for the purpose of optimizing the quantity and quality of Customer Network Data in the NDR platform.

2. SUPPLEMENTAL TERMS

2.1 Customer Responsibilities

2.1.1 **Use of Service.** Customer will (a) use the Services only in accordance with this Agreement; (b) be responsible for Customer's users' compliance with this Agreement; and, (c) prevent unauthorized access to or use of Services, and notify Verizon promptly of any such unauthorized access or use. Customer is responsible for any activity originating from Customer's account, regardless of whether such activity is authorized by Customer.

2.1.2 **Restriction on Encryption Functionality in India.** Prior to connecting any encryption equipment to Verizon Facilities in India, Customer must obtain prior evaluation and approval from the relevant telecom authority.

2.1.3 **Interoperability.** Where applicable, Customer acknowledges that modifications or changes to the Customer Environment may cause interoperability problems, inability to transmit Network Data to Verizon, or malfunctions of the Network Sensor and/or the Customer Environment. Customer will give Verizon written notice of any modifications or changes within five Business Days after making any such changes. Customer acknowledges that it is Customer's responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with the Service.

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2.1.4 **Customer Warranty.** Customer represents and warrants that Customer (a) has and will continue to have all rights, power, permissions and authority necessary to have Verizon provide ~~Network Detection and Response~~ NDR services including, without limitation, consent of all authorized network end users located in the European Union (EU) or other countries and where applicable (i) consulting all European Works Councils with respect to the operation of ~~Network Detection and Response~~NDR for EU based end users, and (ii) complying with all data protection regulators notifications and/or registration obligations with respect to the operation of the ~~Network Detection and Response~~NDR for all end users; (b) will use the ~~Network Detection and Response~~NDR services, including all reporting, deliverables, Documentation, and other information provided in connection with the ~~Network Detection and Response~~NDR service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, Documentation or information for any other purposes.

2.2 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (a) Network Data, (b) User Data, and/or (c) Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Service.

2.2.1 **User Data.** Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

2.2.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (a) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (b) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.2.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.3 **Network Data Portability and Deletion.** Due to the size and volume of Network Data transmitted to and stored with Verizon, Verizon cannot return or make Customer Network Data available to Customer after Service expiration or termination or end of retention period. Verizon will not maintain or provide Customer's Network Data to Customer upon the expiration or termination of the Agreement, or at the end of the retention period, and Verizon will delete or destroy Customer Data, including Network Data and User Data, in its systems or otherwise in its possession or control, unless legally prohibited.

2.4 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that use of ~~Network Detection and Response~~NDR will be uninterrupted or error-free or that any defect in ~~Network Detection and Response~~NDR will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security. Verizon makes no representations or claims that the NDR service meets Customer's compliance needs and/or requirements, including, without limitation, any requirements that Customer's Network Data be stored or accessed only in the United States or other similar restrictions. In the event of any conflict or inconsistency between the preceding sentence and the Master Terms of the Agreement, the preceding sentence shall take precedence over the Master Terms.

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2.5 **Service Commitment.** The Service Commitment is one, two, three, four or five year period.

2.6 **Service Level Agreement.** Verizon provides Issue resolution under the following Service Level Agreement (SLA) terms.

2.6.1 **Issue Exclusions.** Verizon is not required to resolve any Issue or otherwise provide any support relating to problems arising out of: (a) use of the NDR Service in a manner not specified in the Agreement or Documentation; (b) use of the NDR Service in combination with any third party software not provided or specified by Verizon; or (c) alterations or modifications to the NDR Service by anyone other than Verizon.

2.6.2 **Severity Level.** The specific Severity Levels for Issues are set forth below. Upon notice from Customer of an Issue, Verizon will classify such Issue according to the following Severity Levels. Verizon defines the severity of an Issue based on how it impacts Customer's ability to use the NDR Service. A severity code is associated with all service requests, failures, and enhancement requests to indicate the impact and the urgency of the request.

- Critical – Severity 1: A Severity 1 (S1) Issue means that the NDR Service is non-operational and no packets can be ingested into the system, or the functionality is significantly decreased, or back-up or other security of Network Data can no longer be performed. The defect affects mission-critical systems or information in the NDR production environment.
- High – Severity 2: A Severity 2 (S2) Issue means that the NDR Service is operational with functional limitations or restrictions but there is minimal business impact. Defect has a large impact on the functionality of the NDR Service, but does not require immediate resolution into the production environment.
- Medium – Severity 3: A Severity 3 (S3) Issue means the NDR Service is operational with functional limitations or restrictions that are not critical to the overall system operation. Defect has a moderate impact on the functionality of the NDR Service, however the NDR Service remains usable by Customer.
- Low – Severity 4: A Severity 4 (S4) Issue means the NDR Service is operational with problems or errors, which have little impact on system operations. Severity 4 includes, but is not limited to, Documentation errors. Defect has a minor impact on the functionality of the application.

2.6.3 **Issue Resolution.** Upon classifying an Issue, Verizon will use commercially reasonable efforts to address such Issue in accordance with its classification and the table below.

Issue Severity Level	Response Time *	Escalation Time **	Update Frequency
Severity 1	Immediate	2 hours	Continuous
Severity 2	1 hour	24 hours	Daily
Severity 3	8 business hours	5 business days	Weekly
Severity 4	3 business days	10 business days	Weekly

* S1 and S2 problems must be logged by telephone, to ensure the target response time is met.
** Verizon will make reasonable effort to resolve the reported Issue, provide a work-around or escalate to the next level within the times listed. Verizon makes no commitment to resolve an Issue within a specific time.

2.6.4 **Maintenance Window.** Verizon uses a continuous release methodology for ongoing product enhancements and improvements. In the event there is a scheduled maintenance that will impact the NDR Service, Verizon will notify Customer at least seven days in advance. Such notification will include the estimated start time and date, estimated finish time, description of work to be performed and the potential impact to Customer.

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3. **FINANCIAL TERMS.** Customer will pay the applicable monthly recurring charge (MRC), ~~or~~ annual recurring charge (ARC), or Multi-Year charge (MYC) for the Service Tier and data retention period ordered, as shown in the Agreement.

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

Term	Definition
Authorized Contacts	Customer personnel authorized by Customer to access the Visualizer and to interact with Verizon for the NDR Service.
Customer Environment	The network and/or information technology infrastructure in which Network Data resides.
Documentation	Technical support materials including administration and deployment guides as well as knowledge base and other materials (such as videos, diagrams, and the like).
Feedback	Any suggested changes, clarifications, additions, modifications or recommended product improvements to the NDR Service that Customer provides as part of technical support or otherwise by direct entry into a product user interface, phone conversation, email or otherwise.
Issue	A material failure of the NDR Service to conform to its published specifications as described in the Documentation, which failure is demonstrable in the environment for which the NDR Service was designed and causes it to be inoperable, to operate improperly, or produces results different from those described in the Documentation.
Network Data	Any technical data and related information about the Customer Environment generated as part of Customer's usage of the NDR Service, including, but not limited to the operating system type and version; network host data; origin and nature of malware, endpoint GUID's (globally unique identifiers); Internet Protocol (IP) addresses; MAC addresses; log files; network configurations; network security policies; information related to the usage, origin of use, traffic patterns, and behavior of the users on a network; and any aggregate, demographic or network traffic data.
Network Sensors	Linux software package that captures and analyses Network Data from the Customer Environment, optimizes, encrypts and transmits data back to the NDR platform. Sensors are lightweight and deployed passively off a SPAN, Tap or Mirror port from a network or tap aggregation device within the Customer Environment.
Service Tier	The volume of Network Data ingested or into the NDR platform.
Statistical Data	Any information or data that is created from the Network Data, provided that such information or data is aggregated and de-identified or otherwise cannot be used to identify the Customer Environment.
User Data	All information and materials, including ~~Regulated Customer~~ Personal Data, that Customer provides in connection with Customer's use of the NDR Service, but does not include Network Data (whether ~~Regulated Customer~~ Personal Data or not).
Visualizer	Means the web based customer portal that provides Customer access to view their Network Data and identified threats, manage and administer their use of NDR, and obtain reports.

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