



SECURITY MANAGEMENT PROGRAM +

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Part I: Rates and Charges. For the Security Management Program + (“SMP”) services ordered, Customer will pay rates and charges set forth in the Contract, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm. Verizon will confirm Customer’s order via email (“Order Confirmation”) and the date of this email is the “Order Confirmation Date”. The Order Confirmation will confirm the SMP services requested. Sites under a Customer Site that Customer uses to disseminate security policies (e.g., a primary site) may only be ordered in an initial order or at a renewal of an order. Customer will be invoiced upon the Order Confirmation Date, in full for any orders placed for the SMP services. Any travel and/or expenses will be billed monthly in arrears.

Part II: Service Description and Requirements.

1. **SMP Services.** Verizon will provide SMP services upon Customer’s order. SMP provides information security risk management and the ability to earn Verizon certifications, including activities such as network and system analysis to physical and policy inspection, depending on the SMP service ordered. SMP services can integrate multiple security practices and procedures to help Customer identify and mitigate risk to its information technology assets. The Rates for SMP services are shown on the Contract and are fixed for the related Service Commitment.
2. **SMP Service Descriptions.**
 - 2.1 SMP services comprise the following, any or all of which Verizon will provide upon Customer’s order:
 - 2.1.1 **SMP Enterprise** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_enterprise.pdf) for U.S. Services; **SMP Enterprise** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_enterprise_2014DEC01.pdf) for non-U.S. Services;
 - 2.1.2 **SMP Healthcare** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_healthcare.pdf) for U.S. Services; **SMP Healthcare** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_healthcare_2014DEC01.pdf) for non-U.S. Services; and/or
 - 2.1.3 **SMP Application Certification** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_application_certification.pdf) for U.S. Services; **SMP Application Certification** (at www.verizonenterprise.com/external/service_guide/reg/cp_smp_plus_application_certification_2015JUL17.pdf) for non-U.S. Services, each in accordance with this Service Attachment for the selected SMP services and Rates contained in the Contract. Each SMP service has its own description and terms and conditions available via the hyperlinks above. Only the service-specific description and terms pertaining to the SMP services selected by the Customer in the Contract will apply to the relevant SMP service selected. Description and terms applicable to non-selected SMP services shall be ineffective unless and until such time as the Customer places its order(s) for such SMP services. Associated response objectives (“RO”) for the selected SMP services are contained in the relevant service-specific links.

Part III: Service Terms and Conditions.

1. **Service Commitment.** The Service Commitment for each order will be one year unless another Service Commitment is specified in the Contract for such order. The Service Commitment for any order will commence upon the Service Activation Date.
2. **Service Levels.** Verizon will use commercially reasonable efforts to meet the service levels specified in the relevant RO and Customer’s sole remedy for failure to meet a particular RO is re-performance of such RO, if applicable.
3. **Intellectual Property Rights.**
 - 3.1 **Ownership.** Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party’s information, data base rights, data, tools, processes or methods, or any copyrights, trademarks,

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service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision of SMP services or materials delivered pursuant to this Service Attachment. Customer retains all right title and interest in and to the underlying factual data gathered through the provision of SMP services. Verizon or its licensors own all right title and interest in and to Verizon's or licensor's trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a "Technical Element"), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon and its licensors grant Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of Customer. Notwithstanding anything contained in this Service Attachment to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element.

- 3.2 **Certification Seals; Verizon Materials.** If, under the terms of this Service Attachment, Customer is granted the right to use certain certification seals or logos (each, a "Certification Seal"), then the display and presentation of such Certification Seal by Customer shall be subject to Verizon's then-current logo guidelines. If in connection with the provision of the SMP services Verizon or its licensor installs or provides any hardware or software ("Verizon Materials"), then Customer shall use the Verizon Materials for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Verizon Materials. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Verizon Materials. Verizon has the right to revoke the use of the Verizon Materials at any time. In such event, Customer shall, at its sole cost and expense, promptly return the Verizon Materials to Verizon. Customer's right to use the Verizon Materials automatically terminates upon termination of this Service Attachment or upon completion of the portion of the SMP services for which the Verizon Materials are provided.
- 3.3 Subject to the terms of this Section 3.3, Customers for SMP Enterprise and SMP Application are eligible to receive a plaque. Verizon will assist Customer to remediate risks identified in performance of SMP Enterprise Service or SMP Application Certification, as applicable. Upon Customer's mitigation of all such discovered risks, Customer will be granted Customer the right to use a Verizon certification seal and Verizon will present Customer with a plaque. If Customer has one or more U.S. locations, Verizon will ship the plaque to Customer's primary U.S. location at Verizon's expense. If Customer does not have a U.S. location and wishes to receive a plaque, Customer will bear responsibility for making all arrangements including, without limitation, prepayment of all costs associated with shipment of such plaque to Customer's designated location.
4. **Network Scanning.** Customer understands that network scanning, including, without limitation, the scanning of applications, and the technology associated with it (collectively "Network Scanning"), have substantial inherent risks including, but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer acknowledges that it understands and accepts the Scanning Risks associated with SMP services that involve Network Scanning, and authorizes Verizon to perform those SMP services when ordered. Verizon shall take reasonable steps to mitigate these Scanning Risks; however, Customer understands that these Scanning Risks cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon and its affiliates, officers, agents, successors or assigns (each, a "Verizon Indemnified Party") from and against any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) incurred by Verizon, resulting directly or indirectly from any claim attributable to or arising out of Verizon's use of "Network Scanning Technology" (each, a "Scanning Claim"), including, without limitation, the use by Verizon of "Network Scanning Technology" to analyze assets that are not controlled directly by Customer (e.g., servers hosted by third parties). The obligation of Customer to indemnify, defend and hold a Verizon Indemnified Party harmless in connection with a Scanning Claim will not apply to the extent that the Scanning Claim is based on Verizon's gross negligence or willful misconduct.
5. **Warranty and Limitation of Liability for SMP Services.**
 - 5.1 IN NO EVENT MAY EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS SERVICE ATTACHMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE RATES PAID TO VERIZON BY CUSTOMER FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION DURING THE SERVICE PERIOD IN WHICH SUCH SERVICE WAS PROVIDED. The foregoing does not limit Customer's payment obligations under this Agreement.
 - 5.2 WITH REGARD TO SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, VERIZON DISCLAIMS ANY LIABILITY TO CUSTOMER, AND CUSTOMER ASSUMES THE ENTIRE RISK FOR

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(A) INFORMATION FROM THIRD PARTIES PROVIDED TO CUSTOMER WHICH TO THE BEST OF VERIZON'S INFORMATION, KNOWLEDGE AND BELIEF DID NOT CONTAIN FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION; (B) CUSTOMER'S ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF THE SMP SERVICES; AND (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF THE SMP SERVICES.

5.3 THE INFORMATION CONTAINED IN, OR DERIVED FROM, SMP SERVICES IS NOT INTENDED TO, AND DOES NOT, ENSURE THAT CUSTOMER IS COMPLIANT WITH SPECIFIC GOVERNMENT REGULATIONS OR SECURITY STANDARDS. VERIZON DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN SMP SERVICES REPORTS IS ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. VERIZON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF SMP SERVICES REPORT INFORMATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BY USING THIS INFORMATION, THE CUSTOMER ACKNOWLEDGES ITS UNDERSTANDING OF THESE TERMS AND AGREES TO ASSUME THE ENTIRE RISK AND COST OF ANY NECESSARY EXPENSES, DAMAGES, OR LIABILITY ARISING FROM SUCH USE.

5.4 Except as otherwise stated herein, the SMP services and the deliverables provided by Verizon are provided "AS IS". For services provided to Customer from third parties and third party products (such as tokens), Customer receives only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

6. Confidential Information.

6.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of the SMP services; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" does not include information that is (a) expressly excluded from the definition of "Confidential Information" under the Agreement; or (b) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

6.2 **Permitted Use.** Verizon has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of the SMP services, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of the SMP services, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

7. Customer Information.

7.1 Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform the SMP services. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of the SMP services, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of the SMP services, then Customer agrees to reimburse Verizon promptly for these costs.

7.2 **Use of Customer Data.** Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Privacy Policy and as necessary: (a) in connection with provisioning of SMP services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing SMP services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding SMP services.

7.2.1 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to: (a) provision, manage, account or bill for services; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.

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7.2.2 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

8. **Customer Responsibilities.** Verizon requires collaboration and active participation from Customer throughout the duration of the Service Period. Customer is responsible for:
- Designating business and technical contacts to serve as the main contacts between Verizon and Customer.
 - Coordinating with Verizon to schedule and complete all program activities within the required timeframes.
 - Providing Verizon with advanced and timely notification of any cancellation of scheduled onsite activities to allow Verizon time to reschedule within the required program quarter and to avoid additional travel expense to Customer.
 - Submitting completed Network Configuration Forms with accurate information in the requested timeframe.
 - Providing Verizon with multiple maintenance windows for conducting remote testing activities such as vulnerability scanning and war dialing.
 - Providing Verizon with requested access to personnel and resources while onsite conducting assessment activities such as physical inspection, process validation, wireless inspection and internal vulnerability scanning.
 - Ensuring that Verizon scanning solutions are able to access all networks or systems for SMP services, and providing scanning solutions with the ability to access the Internet directly or through alternative means of connectivity (e.g., MiFi), as reasonably requested by Verizon.
 - Running the Desktop Risk Assessment Tool and submitting collected data to Verizon for further analysis in the required timeframe.
 - Running the E-mail Filter Check Tool and submitting collected data to Verizon for further analysis in the required timeframe.
 - Submitting requested security documentation such as policies, standards, and procedures in the specified manner and timeframes.
 - Identifying and providing access to appropriate personnel who can attest to specific security processes and procedures.
 - Using the guidance and expertise provided by Verizon to mitigate identified risks and address reported vulnerabilities in a timely manner.

Part IV: Definitions. In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to SMP: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm