

Schedule 9.4.4k
Intrusion Detection System ("IDS") 2.0 Service Attachment

1. **General.** This IDS 2.0 Service Attachment (the "Service Attachment") is made part of the Security Services Agreement (the "Master Terms") between Verizon Business Network Services Inc. ("Verizon") and the business entity listed as "Customer" below and in the Master Terms and, together herein, sets forth the terms and conditions for the Investigative Response Services (the "Services") (collectively, the "Agreement"). The Services performed pursuant to this Service Attachment will be performed and billed by Verizon or a Verizon affiliate.
2. **Description of IDS 2.0 Services.**
 - 2.1 **Kick-off Call.** The IDS 2.0 Services will begin with a kick off call with Customer. During this call, Verizon will gather the following information from the Customer to understand Customer's technical configuration ("Customer Configuration"):
 - Customer Application and Port Map - Verizon will seek input on Customer application settings, including, but not limited to, Customer's remote access ports, countries of operation, significant known network traffic activities, and unusual TCP/UDP ports in use.
 - Customer Risk Threshold - Verizon will work with Customer on developing an appropriate Customer risk threshold to utilize for the risk classification and event escalation.
 - Customer Alert and Escalation Paths - Incidents recognized by Verizon will have two different sets of Customer escalation pathways: high-risk and low-risk incidents ("Incident"). For both, Verizon will collect Customer email addresses, phone, and other Customer contact details for the purposes of incident escalation.
 - 2.2 **Service Delivery.** IDS 2.0 Services are intended to reinforce existing Customer threat and security event recognition capabilities, and have been divided into two service components, watchlist matching, and inference signature matching.

Verizon will capture and scrutinize netflows stemming from Customer IP address ranges listed in a Customer IP ("CIP") Schedule (as set forth in Exhibit A hereto), and Verizon will continually match Customer's inbound and outbound traffic patterns, within the identified CIP addresses, in a steady-state capacity, against both the Verizon watchlist and inference signature base alert streams.

The watchlist contains IP addresses deemed suspect by Verizon based on the collection and scrutiny of intelligence drawn from the Verizon global IP backbone. During the watchlist matching component of the IDS 2.0 Service, Verizon will continuously match watchlist IP addresses against Customer inbound and outbound traffic, to identify possible indications of unwanted activity.

During the inference signature matching component of the IDS 2.0 Service, Verizon will continuously match Customer netflow traffic against Verizon's inference signature base pertaining to electronic crimes in motion. Verizon's inference signature base is drawn from Verizon's experience in reviewing damaging data breaches. These inference signatures represent arrays of network traffic events occurring in a precise order within a pre-defined quantity of time. The steady-state correlation of these inference signatures within CIP traffic, permits the rapid detection of many electronic crimes in motion, including Internet-based attacks, pre-attack research, attempted unauthorized access, denial of service, and data exfiltration.

In addition to the two Service components described above, Verizon will also capture and maintain Customer netflows for the CIP addresses in the CIP Schedule, for the term of this Service Attachment. Upon receiving an alert in either a watchlist or inference signature match, Verizon will compare the offending CIP address and/or TCP sequences against the aggregate of Customer netflows captured for the CIP addresses in the CIP Schedule. This comparison will enable Verizon to remotely determine the level of security risk associated with a given alert and establish a timeline of events, to the extent

possible, that may better characterize the nature and success of a given electronic crime in progress. Customer netflows will be scrutinized by Verizon, utilizing a combination of proprietary, over-the-counter, and open source tools in order to afford multiple analysis vantage points. Verizon will alert the Customer to events deemed risky for the Customer Configuration.

2.3 **Location.** IDS 2.0 Services will be provided remotely from a Verizon location in the United States, and will be provided during Verizon’s standard business hours. However, Customer netflows will be continuously captured during evenings, weekends and holidays, and will be analyzed by Verizon and reported to Customer on the next business day.

3. **Deliverables.** Customer will receive a daily report which will include the list of regular escalations of recognized security Incidents. Minimally, each escalation documented in the daily report, will include basic Incident details such as source information, target, duration, description, success and risk factor.

4. **Customer Conditions.** Customer understands that, in addition to the other Customer obligations described in this Service Attachment, Customer must comply with the following conditions (“Conditions”). Customer agrees to the following Conditions:

Customer will:

- Ensure that Customer contacts are available for Verizon, for the kick-off call and at other times as required throughout the term of the Service Attachment.

5. **Term.** Provided that this Service Attachment is executed by Verizon, the rates, charges and discounts contained herein will be effective upon the date of Customer’s signature and delivery of this Service Attachment to Verizon (the “Service Attachment Effective Date and terminate ___months from the Service Attachment Effective Date (the “Term”).

6. **Payment.** Verizon will invoice, and Customer will pay, for the IDS 2.0 Services on a fixed price basis. Payment of the fees on any invoice(s), shall be due net 30 days from the date of an invoice. Verizon shall invoice Customer for the total fixed price listed in section 7, Order Summary, upon the Service Attachment Effective Date.

Subject to compliance with Customer’s normal and customary policies communicated in advance to Verizon regarding substantiation and verification of business expenses, Verizon is authorized to incur customary and reasonable travel, lodging and other associated expenses in connection with the Services. Customer will reimburse Verizon for those expenses. Expenses are not included in the fees set forth in section 7 below, and any related travel or expenses incurred as part of these Services shall be invoiced to the Customer, at cost, monthly in arrears.

The IDS 2.0 Services provided herein may be subject to tax, which will be billed separately on the invoice, and which Customer will pay.

7. **Order Summary.**

Services to be Provided	Customer Ordering Location	Fixed Price Total
IDS 2.0 Services (Includes only the IP Addresses listed in Exhibit A hereto)		\$ To be Determined
EXPENSES ARE NOT INCLUDED IN THE ABOVE FIXED PRICE TOTAL		
Notes (If applicable):		

8. **Additional Terms.**

8.1 **Intellectual Property Rights.**

- 8.1.1 **General.** Each party agrees that except and to the extent provided below, it shall acquire no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any patents, copyrights, trademarks, service marks, trade secrets, or any other intellectual property rights of the other party by virtue of the provision or use of the Services and materials delivered pursuant to this Service Attachment.
- 8.1.2 **Ownership of Deliverables.** As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and/or its suppliers and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon and/or its suppliers or subcontractors, except for the underlying factual data of the Customer gathered through the provision of the IDS 2.0 Services, which is owned by Customer ("Customer Data"). Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property created or delivered by Verizon, whether in connection with its performance of this Service Attachment or otherwise.
- 8.1.3 **License to use Deliverables.** Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the Term, including the right to make a reasonable number of copies of such Deliverable, if applicable. With Verizon's prior written consent, which will not be unreasonably withheld, Customer may provide Deliverables to a computer forensic team, law enforcement or other third parties for the purpose of further investigation of or prosecution related to an Incident, as that term is defined herein.
- 8.1.4 **License to use Customer Data.** Customer grants Verizon a nonexclusive, royalty-free license to use Customer Data solely for, and to the extent necessary to, provide the Services.
- 8.2 **Representations.**
- 8.2.1 **Performance.** Verizon warrants, to Customer only, that it will perform Services in a good and workmanlike manner, and that any Deliverables will comply with the specifications in this Service Attachment. Except as otherwise stated herein, all Services and Deliverables provided by Verizon are provided "AS IS."
- 8.2.2 **Verizon's Disclaimer of Warranties.** Verizon does not guarantee that any network, computer systems, or any portions thereof are secure. Verizon does not warrant that use of the Services will be uninterrupted or error-free or that any defect in the Services 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, or the finding or successful prosecution of individuals obtaining unauthorized access. Customer further acknowledges that the Service may require measures to obtain data and evidence including, without limitation, physical disassembly of Customer's equipment, and such measures may cause such equipment to no longer be functional. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERIZON DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.
- 8.2.3 **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 or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Services. Customer warrants that it owns and/or has the authority to engage Verizon to perform the Services on any Internet Protocol ("IP") address(es) or domain(s) provided by Customer to Verizon. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses and domains provided to Verizon.
- 8.2.4 **Compliance with Laws.** Customer will comply, and will cause users of the Deliverables to comply, with all applicable laws and regulations including without limitation: (1) local license or permit

requirements; and (2) other applicable export/re-export, sanctions, import and customs laws and regulations.

8.3 Disclaimer/Limitation of Liability.

8.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES.

8.3.2 IN NO EVENT SHALL 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 AMOUNT PAYABLE TO VERIZON UNDER THIS SERVICE ATTACHMENT. The foregoing does not limit (A) either party's liability: (i) in tort for its willful or intentional misconduct, or (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a party's gross negligence (where such concept is recognized in a particular jurisdiction); or (B) Customer's payment obligations under this Service Attachment.

8.3.3 No party may assert a claim against the other under any theory that accrued more than 1 year before bringing a formal proceeding asserting the claim.

8.4 Indemnity.

8.4.1 **Third Party Information.** Customer may request that Verizon perform the Services related to a third party's information. Customer hereby represents and warrants to Verizon that if it makes such a request, prior to Verizon's commencement of Services, such third party provided Customer authorization to engage Verizon to perform these Services to access such third party's information. Customer agrees to indemnify, defend and hold Verizon harmless from any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) resulting directly or indirectly from Verizon's alleged lack of authority to access the third party's information in connection with the Services.

8.5 Confidential Information.

8.5.1 Each party acknowledges that it and its employees or agents may, in the course of this Service Attachment, have access to or acquire information that is proprietary or confidential to the other party.

8.5.2 **Definition.** "Confidential Information" means information of the types specified below (in whatever form) which are designated as confidential or proprietary by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) and reduced to a written or other tangible summary that contains conspicuous proprietary markings or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include the following types of information: (a) non-public, proprietary information relating to the disclosing party's customers, suppliers, personnel, products, services, financial information, development, trade secrets, processes, formulas, know-how, technical guides, technical data, results of remote assessments by the disclosing party; (b) non-public proprietary information relating to disclosing party hardware, software, screens, specifications, designs, plans, drawings, prototypes, discoveries, security policies; passwords, access codes and the like; router, firewall and other such equipment configuration information; filtering configurations, or other information directly relating to the integrity or security of the disclosing party's network or computer systems; and (c) the methods, systems, data, and materials used or provided by Verizon in the performance of

IR Services pursuant to this IR Service Attachment. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel and is not subject to restrictions on use or disclosure; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) 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 its computer network or computer systems.

8.5.3 **Use.** The receiving party agrees to use Confidential Information received from the disclosing party pursuant this Service Attachment solely in connection with the performance of such party's obligations and rights under this Service Attachment. The receiving party agrees to use reasonable measures, no less stringent than those measures used by the receiving party to protect its own confidential and proprietary information, to protect the Confidential Information of the disclosing party from disclosure to or use by any third party. Unless authorized to do so in writing by the disclosing party, neither the receiving party, nor any third party acting on the receiving party's behalf, will for any reason use or disclose to any person any of the disclosing party's Confidential Information; provided, however, that a receiving party has the right, without the prior written consent of the disclosing party, to disclose Confidential Information of the disclosing party to any person who needs to know the Confidential Information to assist the receiving party to fulfill its obligations or rights under this Service Attachment, who is informed by the receiving party of the confidential nature of the Confidential Information, and who agrees in writing to nondisclosure and non-use provisions comparable to those in this Service Attachment and provided further that the receiving party shall be responsible for breach of such agreement by such persons. The term "person" as used in this Section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Service Attachment shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated herein. In the event that the receiving party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, regulation or court order, it may do so if legally permissible provided that the receiving party shall, as soon as practicable, notify the disclosing party to allow it an adequate opportunity to object to the disclosure or to take other actions to preserve the confidentiality of the disclosing party's Confidential Information. Prior to any disclosure pursuant to this section, the receiving party shall cooperate with the disclosing party in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

8.6 **Non-Solicitation of Employees.** Except with the prior written consent of the other party, both parties to this Service Attachment agree that, during the term of this Service Attachment and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance of the Services at any time during the Term of the Service Attachment, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.

8.7 **Geographic Limitations.** The Services are offered to Customer only within those jurisdiction(s) where the Verizon entities identified in the Service Attachment as performing the Services are incorporated and are legally entitled to perform the Services. If the foregoing conditions are not met in relation to the Services performed hereunder, Verizon may terminate this Service Attachment by notice in writing to Customer and in such case this Service Attachment shall have no further effect.

9. **Attachment.**

Exhibit A: CIP Schedule

10. **Signatures.** Intending to be legally bound and having reviewed this Service Attachment in its entirety, Verizon and Customer have caused this Service Attachment to be executed by their authorized representatives effective as of the dates set forth below:

Verizon Business Network Services Inc.	[Customer]
Authorized Signature:	Authorized Signature:
Name (print): Anthony Recine	Name (print):
Title: Vice President	Title:
Date:	Date:

EXHIBIT A

Customer IP Address Schedule (“CIP Schedule”) to the Service Attachment

1. **Description.** The Services as described in the Service Attachment requires that Verizon perform Services for Customer utilizing a list of Customer provided IP addresses (collectively, “CIP”) as provided by the Customer below.

Location/Site	IP Addresses

2. **Customer Representations and Warranties related to the Services and Customer IP Addresses provided.**

- 2.1 Customer represents and warrants that:
 - 2.1.1 the deliverables, documentation, and other information provided by Verizon in connection with the Services will be used solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use of Verizon’s public Internet service;
 - 2.1.2 the list of Internet IP addresses provided by the Customer contains only IP addresses that have been assigned or allocated for the exclusive use of Customer and/or affiliates of Customer over which Customer has control;
 - 2.1.3 it has obtained or will obtain all legally required consents and permissions from users of CIP for Verizon’s performance of the Service, including without limitation the collection, use, processing, analyses and disclosure to Customer of Customer’s Internet traffic data; and
 - 2.1.4 it will comply with the Confidentiality provisions set forth in Section 3, below.
- 2.2 Customer shall indemnify Verizon and Verizon affiliates, and Verizon’s associates, officers, directors, employees, agents and partners (“Verizon Indemnities”) from and against all losses, damages, costs and expenses (including allocable costs of in-house counsel and other legal fees) associated with any claims, suits, judgments, settlements, investigations, fines, consent decrees, requests for information, or other dispute resolution, enforcement, regulatory or legal proceedings or actions of any kind, suffered or incurred directly or indirectly by Verizon Indemnities from or arising out of Customer’s breach of any of the representations and warranties above.

3. **Supplemental Confidentiality Obligations.** Customer acknowledges that the deliverables, documentation, security analyses and insight, and other information provided by Verizon in connection with Services (“Net Intel Information”) are highly sensitive and that the obligations in this provision supplement and do not conflict with other terms in its Agreement or the Service Attachment. Customer will disclose Net Intel Information only to Customer employees with a “need to know” for purposes set forth in the Service Attachment and who are bound to confidentiality obligations at least as restrictive as those set forth in the Agreement and Service Attachment. In no event may Customer use lesser efforts to protect Net Intel Information from use or disclosure not permitted under the Agreement than it uses to protect its own highly-sensitive confidential information, or less than reasonable efforts.