

## MANDATORY PROVISIONS

### SERVICE ORDER ATTACHMENT

#### MANAGED SECURITY SERVICES (SMB)

(the “Mandatory SMB MSS SOA”)

#### 1. Definitions.

- 1.1** “SilverSky” means SilverSky Inc., its affiliates, licensors and subcontractors.
- 1.2** “Co-managed Devices” will mean only those Devices identified on a Reseller/Distributor Order as being eligible for Co-managed Services.
- 1.3** “Co-managed Services” mean in addition to SILVERSKY, Customer, Reseller and/or another third party have the ability to make administrative and configuration changes to Co-managed Devices.
- 1.4** “Customer” means a person or entity with a place of business and invoice address in the Territory who purchase Services from Reseller as an end-user and not for further resale or distribution.
- 1.5** “Customer Order” means the ordering document by and between Customer and Reseller which specifies the Managed Security Services to be provided by SILVERSKY and incorporates these Mandatory Provisions.
- 1.6** “Devices” means SilverSky Equipment plus Reseller or Customer provided equipment for which SilverSky provides Services hereunder.
- 1.7** “Reseller” means a person or entity appointed by SILVERSKY to resell SILVERSKY managed security services to Customers for their internal business purposes.
- 1.8** “Reseller/Distributor Order” means the ordering document by and between a Reseller and SILVERSKY or a Distributor and SILVERSKY which specifies the Managed Security Services to be provided by SILVERSKY to a Customer and incorporates these Mandatory SMB SOA Provisions.
- 1.9** “Services” means, individually and collectively, the managed security services (SMB) including Virtual Private Network connectivity, Vulnerability Scanning, Device Management, Event Management, Security Monitoring and Log Retention services as may be further defined in the applicable Managed Security Services SOA posted at [https://partners.silverSky.com/English/SalesPartners/sales/product\\_services.aspx](https://partners.silverSky.com/English/SalesPartners/sales/product_services.aspx) which documents are incorporated herein by reference.

**2. Customer Responsibilities.** During performance of the Services Customer will perform the obligations set out in the applicable SOA to enable SILVERSKY to deploy and manage the Services during the term of any Reseller Order.

**3. Performance Evaluation.** Customer authorizes Reseller or Reseller’s suppliers to evaluate Services upgrades and changes on an annual basis at each of Customer’s locations which utilize the Services. In the event that such evaluations identify ways to improve performance or service at no additional cost to Customer, Customer authorizes their implementation.

**4. Equipment.** Equipment provided to Customer to deliver the Services (“Services Equipment”) is for Customer’s use only during the term of any Customer Order. SILVERSKY will service the Services Equipment in accordance with its service policies. Customer agrees to (i) use Services Equipment only for the purpose of receiving Services; (ii) prevent any connections to Services Equipment not expressly authorized by SILVERSKY; (iii) prevent tampering, alteration or repair of Services Equipment by any persons other than SILVERSKY or its authorized personnel; and (iv) assume complete responsibility for improper use, damage to or loss of such Services Equipment regardless of cause. Customer will pay for any damaged or unrecoverable Services Equipment. Customer authorizes SILVERSKY and its authorized agents, contractors, representatives and vendors to enter Customer premises, with reasonable notice, during normal business hours (or as otherwise authorized by Customer), to install, maintain, repair and/or remove any Services Equipment and/or to perform the Services. Customer must return Services Equipment, at Customer’s expense, within fourteen (14) days after an applicable Order terminates or expires. Services Equipment must be returned in the same condition in which it was provided to Customer, except for normal wear and tear. If Customer fails to return the Services Equipment, billing for Services will resume and continue until all Services Equipment is returned. Except for Co-Managed Services, Services Equipment is maintained in a lockdown configuration that does not allow Customer administrative access.

**5. Co-Managed Services.** SILVERSKY will provide Co-Managed Services as provided in this Section 5. Reseller

and  
Customer each must notify SILVERSKY of the initial configurations of all Co-managed Devices prior to SILVERSKY accepting the  
Devices

as under management as part of the managed security services (SMB). Prior to making or enabling any administrative changes to the Co-managed Devices by anyone other than SILVERSKY, Customer must submit a ticket to the SILVERSKY service desk through the ticketing process to notify SILVERSKY of the administrative or configuration change. Customer agrees that it will, or will procure that an accountable third party will, troubleshoot all issues arising from administrative changes made to Co-managed Devices prior to submitting a service incident request to the SILVERSKY service desk. SILVERSKY will have no responsibility for performance against Service Level Agreements or service delivery with respect to a Co-managed Device under a Reseller/Distributor Order adversely impacted by Customer's or Reseller's failure to follow the notification and troubleshooting process set out in this Section 5.

**6. FAIR USAGE CAP FOR LOG COLLECTION ON SECURITY MONITORING**

- SILVERSKY defines a fair usage policy to ensure the availability and sustainability of the service. Usage information is provided to the customer within the Security Management Console.  
Notify Threshold
- If the average events per second across the set of monitored devices exceeds 20 events per second per device, over a 7 day period, SILVERSKY will notify the customer that they are exceeding the fair usage threshold.
- If an individual device exceeds an average of 100 events per second, over a 1 hour period, SILVERSKY will notify the customer that they are exceeding the fair usage threshold.
- If the average events per second across the set of monitored devices exceeds 20 events per second per device, over a 30 day period, SILVERSKY will charge the customer \$50 per 5 events per second above the fair usage policy total limit.  
Disable Threshold
- If the average events per second across the set of monitored devices exceeds 25 events per second per device, over a 7 day period, SILVERSKY reserves the right cease ingestion of security events from individual devices, starting from the device producing the most events per second, until the average events per second across the set of monitored devices is beneath the notify threshold.
- If an individual device exceeds an average of 250 events per second, over a 1 hour period, SILVERSKY reserves the right cease ingestion of security events from the device.

**7. Prohibition of Reverse Engineering, Decompilation and Disassembly.** Customer may not (i) except to the extent that applicable law requires a provider to give Customer permission to do so, directly or indirectly, reverse engineer, decompile or disassemble any software made available to Customer in connection with the Services; (ii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to such software; or (iii) remove any proprietary notices or labels from such software.

**8. Indemnification.** Customer will indemnify Reseller and its suppliers against all loss, cost, damage and expense that Reseller or its suppliers incurs as a result of claims in any form by third parties arising from: (i) users use of Services; (ii) Customer's website; (iii) intellectual property infringement claims related to the domain name(s) or content; (iv) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the third party software products by users; and (vi) acts and omissions of Customer's Administrators.

**9. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THE MANDATORY SMB MSS SOA, RESELLER AND ITS SUPPLIERS PROVIDE THE SERVICES "AS IS." RESELLER AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER RESELLER NOR ITS SUPPLIERS GUARANTEE CONTINUOUS, UNINTERRUPTED, VIRUS-FREE OR SECURE SERVICES, AND RESELLER AND ITS SUPPLIERS ARE NOT LIABLE IF CUSTOMER OR CUSTOMER'S USERS ARE UNABLE TO ACCESS THE SERVICES AT ANY SPECIFIC TIME.**

**10. Customer's Warranty.**

**10.1** Customer warrants that it shall at all times comply with all applicable laws in relation to the engagement of SILVERSKY, or the use and receipt of the Services, and shall ensure that all appropriate consents, permissions and/or licenses are granted to enable SILVERSKY to perform the Services and to use or transfer Customer-provided data and information, in each case in compliance with all applicable laws.

**10.2** Customer warrants and represents that has obtained all authorizations and consents required from any third party as necessary to enable SILVERSKY to perform and deliver the Services contemplated by the applicable Order under this

Mandatory SMB MSS SOA without violating the rights of any third party.

**11. LIMITATION OF LIABILITY.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR CLAIMS ARISING FROM INTENTIONAL DISCLOSURE OR MISAPPROPRIATION OF CONFIDENTIAL OR PROPRIETARY INFORMATION DISCLOSED HEREUNDER, NEITHER CUSTOMER, RESELLER OR ITS SUPPLIERS WILL BE LIABLE FOR (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES ARISING OUT OF OR IN CONNECTION WITH AN ORDER OR SOW FOR SERVICES. THE LIABILITY OF RESELLER AND ITS SUPPLIERS TO CUSTOMER, CUSTOMER'S USERS AND ALL THIRD PARTIES, IS IN EACH CASE LIMITED TO THE FEES PAID BY CUSTOMER FOR SERVICES UNDER AN ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

**12. Confidentiality.**

**12.1 Confidential Information.** Confidential Information with respect to the Services means the information that is disclosed by either SILVERSKY or Customer in connection with the Services, or to which either has access in connection with the Services that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

**12.2 Recipient Obligations.** A recipient of Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under the SOW or Order, and (ii) safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this attachment, as promptly as the circumstances of such order or proceeding reasonably permit.

**12.3 Exceptions.** Neither SILVERSKY nor Customer will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained herein will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, provided however; that in each instance each party will maintain the confidentiality of Confidential Information as provided herein.

**13. Reservation of Rights; Feedback.** Subject to the limited rights expressly granted hereunder, SILVERSKY reserves all of its right, title and interest in and to the Services and any documentation provided as part of the Services, including all of SILVERSKY's related intellectual property rights. You may not rent, lease, or lend, pledge, or directly or indirectly transfer or distribute the Services to any third party, and you may not permit any third party to have access to and/or use the functionality of the Services except for the sole purpose of accessing the functionality in accordance with this Mandatory SMB MSS SOA. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer grants to SILVERSKY a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SILVERSKY services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its end users relating to the operation of SILVERSKY services.

**14. Services Incorporating Use of Fortinet Products.** To the extent SILVERSKY provides Fortinet Devices as part of the Services on Reseller's Customer or Customer designated premises, such as hosting providers, Reseller and Customer agree and acknowledge that SILVERSKY's provision of such Fortinet Devices cannot be made available for resale and use other than on the terms and conditions set forth at <http://www.fortinet.com/doc/legal/EULA.pdf> and incorporated herein by reference (the "Fortinet Terms"). Reseller and Customer by their resale or use of the Fortinet Devices expressly agree to the Fortinet Terms. Reseller further acknowledges and agrees that in the event of any conflict between the Reseller Agreement and the Fortinet Terms in governing the responsibilities and obligations of the Parties with respect to the Fortinet Devices, the Fortinet Terms will take precedence and exclusively govern. If Reseller or its Customer believe, in good faith, at any time during the term of this Attachment, that Customer or any Customer users have breached or are not complying with the Fortinet Terms, then Customer agrees to cooperate in good faith with Reseller and its suppliers in investigating and remedying such noncompliance. Customer authorizes Reseller and its suppliers to provide such information about the use of the Service by Customer and its users as Fortinet requires for the purpose of assessing compliance with terms and conditions applicable to the Fortinet products used in the Services or made available through the use of the Services.

**15. Export Administration.** The Services provided under the Mandatory SMB MSS SOA might be subject to U.S.

export control laws or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that Customer has the responsibility to obtain such license to export, re-export or import as may be required and to communicate this requirement. Customer will obtain any required non-U.S. governmental authorizations including without limitation any import licenses and foreign exchange permits, and, if applicable, will file or register with the appropriate authorities. Customer will provide proof of compliance with required non-U.S. governmental authorization to SILVERSKY upon request.

**16. Ethical Conduct.** Customer undertakes as a condition of this Attachment: (i) that it shall throughout the duration of this Mandatory SMB MSS SOA comply with any and all anti-corruption laws and all applicable laws and regulations; (ii) that it has not made or offered and that it will not make or offer with respect to the matters which are the subject of this Mandatory SMB MSS SOA, any payment, gift, promise or other advantage whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), or any other third party, where such payment, gift, promise or advantage would violate any anti-corruption laws or any applicable laws; (iii) that it shall undertake to comply with a standard of conduct that is, at least, compliant with the SilverSky Code of Conduct issued and updated from time-to-time (<https://www.silverisky.com/en/our-company/corporate-responsibility/trust-and-integrity/code-of-conduct>); and undertake to train its employees on such code (or equivalent) and ensure that such employees engaged in activities under this Mandatory SMB MSS SOA undertake appropriate training on compliance-related activities; (iv) that it shall promptly report to SILVERSKY any request or demand for any undue financial or other advantage of any kind received by it in connection with the Mandatory SMB MSS SOA; (v) that it shall promptly notify SILVERSKY (in writing) if it, its personnel, or any other persons which perform or have performed services for or on behalf of it are investigated by any law enforcement agency or customer in relation to corrupt practices and/or any breach of this Section 16 with respect to the matters which are the subject of this Mandatory SMB MSS SOA; and that any breach of this Section 16 shall be deemed an incurable material breach giving rise to the right to the Reseller and/or SILVERSKY to terminate any Services subject to this Mandatory SMB MSS SOA immediately at any time upon written notice to the Customer.

**17. Order Term and Termination.** The term of each Order for a particular Service billed on a monthly recurring revenue basis will commence on the date set forth in the SOA and/or Order, as applicable, and will continue for a minimum term of 12 months following such commencement date unless a different Minimum Term is stated on the Order (the "**Minimum Term**") and will thereafter automatically renew for successive 12 month terms (each a Minimum Term upon such automatic renewal) unless either of Reseller or Customer provides the other with written notice of the intention not to renew for a successive Minimum Term at least 60 days prior to the expiration of the then current Minimum Term. In the event that the Customer timely submits a notice of non-renewal with an Order to continue the expiring Service on month to month terms, Reseller will accept that Order subject to the Fee for the Services in such Order increasing by 15% and the right of either party to terminate such month-to-month Order on 30 days prior written notice to the other. Except for termination of an Order occasioned by SILVERSKY's material breach of the Mandatory SMB MSS SOA, in the event that Customer terminates an Order prior to the end of the Minimum Term, Customer will be liable to Reseller to pay (i) all accrued and unpaid fees for Services provided through the effective date of termination, plus (ii) a cancellation fee equal to 75% of Customer's average monthly invoices from Reseller with respect to the terminated Order(s) for the six months prior to the date of termination, multiplied times the number of months remaining in the Minimum Term. Customer acknowledges that, if Services are cancelled prior to the completion of the Minimum Term, damages will be difficult or impossible to ascertain and therefore, the amounts set forth in this section are intended to establish liquidated damages in the event of early termination by Customer without cause and are not intended as a penalty.

**18. General.**

**18.1 Third Party Beneficiary.** SILVERSKY is a third Party beneficiary of the Mandatory SMB MSS SOA as incorporated into Reseller's agreement with Customer to fulfill the Order(s) (the "**Customer Agreement**"). SILVERSKY will have the right to enforce Customer's obligations to SILVERSKY under the Customer Agreement, and the limitations and restrictions applicable to Customer under the Mandatory SMB MSS SOA. Customer's indemnification obligations under Section 7 will apply to SILVERSKY, and the disclaimers set forth in Section 8 and the limitations of liability set forth under Section 10 will apply to all claims arising under or relating to SILVERSKY with respect to its performance of Services under an Order.

**18.2 Order of Precedence.** In the event of any conflict between or amongst them, the terms and conditions of the Mandatory MSS SMB SOA, Order or the Customer Agreement, the applicable terms and conditions will prevail in the listed order.

**18.3 Survival.** Sections 1-17 of this Mandatory SMB MSS SOA, as incorporated into the Customer Agreement, shall survive termination or expiration of any Order or Custom