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5. DEFINITIONS

1. GENERAL

- 1.1 **Software and Subscription Services + Service Definition.** Software and Subscription Services + gives Customer access to software licenses and cloud subscriptions provided by third party providers (TPP) associated with business communications, global network-based services and security services (TPP Services). Verizon is a reseller of TPP Services.
- 1.2 **IT Asset Manager Service Definition.** IT Asset Manager provides the ability to track, measure and manage Software and Subscription Services + software licenses and orders. IT Asset Manager may also be used to track other software licenses, as available. IT Asset Manager is available in two service tiers: Level 1, which provides basic capabilities to track software license volume and order/purchase information through Verizon, and Level 2, which includes all Level 1 features, plus additional capabilities such as the



ability to track the usage of certain licenses and provide audit filtering. Customer may enable the Level 1 service features and order or upgrade to Level 2 or downgrade to Level 1 through the Verizon Enterprise Center (VEC). IT Asset Manager features are described in more detail at https://enterprise.verizon.com/service/ITAM_Service_Description.pdf

2. AVAILABLE VERSIONS OF SOFTWARE AND SUBSCRIPTION SERVICES

2.1 Acalvio Services

2.1.1 **Service Definition.** Acalvio provides Customer with a threat detection system to help find intruders or malware that have breached Customer's perimeter defenses.

2.1.2 **Standard Service Features.** Acalvio features are described at https://enterprise.verizon.com/service/Acalvio_Service_Description.pdf

2.2 Avaya Services

2.2.1 **Service Definition.** Avaya IX Subscriptions and Avaya OneCloud ReadyNow Services provides Customer with unified communication solutions via software licenses or cloud delivered services on a subscription basis.

2.2.2 **Standard Service Features.** Avaya IX Subscriptions and Avaya OneCloud ReadyNow Services are described at the following URL: <https://enterprise.verizon.com/service/avaya-product-description.pdf>

2.3 Cisco Duo Services

2.3.1 **Service Definition.** Cisco Duo is a cloud based security platform that protects against unwanted access to Customer applications and data.

2.3.2 **Standard Service Features.** Cisco Duo services are described at the following URL: <https://enterprise.verizon.com/service/cisco-duo-product-description.pdf>

2.4 Cisco Enterprise Agreement

2.4.1 **Service Definition.** The Cisco Enterprise Agreement software-licensing program helps Customer buy, consume, and manage Cisco technology across the Cisco software portfolio with a three or five year cross-platform agreement and unified terms and conditions.

2.4.2 **Standard Service Features.** Cisco Enterprise Agreement services and features are described at: <https://www.cisco.com/c/en/us/products/software/enterprise-agreement.html>. Certain services and features may not be available or may not be available in all jurisdictions. The Enterprise Agreement services and features available to Customer can be found on Customer's Cisco Smart account.

2.5 Cylance Services

2.5.1 **Service Definition.** Cylance provides Customer with a lightweight endpoint Anti-Virus (AV) solution that is effective against both known and unknown malware.

2.5.2 **Standard Service Features.** Cylance features are described at



www.verizonenterprise.com/external/service_guide/reg/cylance_service_description.pdf

2.6 **Netskope Services**

2.6.1 **Service Definition.** Netskope Cloud service helps Customer to securely transition their corporate data to SaaS platforms, such as Microsoft Office 365, Google Apps, Slack and Box; and IaaS platforms, such as Amazon AWS, Microsoft Azure and Google Cloud Platform.

2.6.2 **Standard Service Features.** Netskope features are described at <https://enterprise.verizon.com/service/netskope-product-description.pdf>

2.7 **NICE Cloud Services**

2.7.1 **Service Definition.** NICE Cloud provides Customer with a suite of tools to improve performance of their call center.

2.7.2 **Standard Service Features.** NICE Cloud features are described at <https://enterprise.verizon.com/service/NICE.pdf>

2.8 **Onapsis Services**

2.8.1 **Service Definition.** Onapsis Software Services provides Customer with the ability to scan SAP / Oracle environments to identify and manage vulnerabilities.

2.8.2 **Standard Service Features.** Onapsis services are described at the following URL: <https://enterprise.verizon.com/service/onapsis-product-description.pdf>

2.9 **Palo Alto Services**

2.9.1 **Service Definition.** Palo Alto provides Customer with a suite of software and services to improve cybersecurity.

2.9.2 **Standard Service Features.** Palo Alto features are described at https://enterprise.verizon.com/service/Palo_Alto_Networks.pdf

2.10 **Qualysguard Services**

2.10.1 **Service Definition.** QualysGuard Services allows Customer to automate the process of IT security and compliance management, including network discovery, mapping and business prioritization of IT assets; network and web application vulnerability assessments, policy compliance assessments; remediation task management; and reporting according to Customer-defined criteria.

2.10.2 **Standard Service Features.** Qualysguard services are described at the following URL: <https://enterprise.verizon.com/service/qualys-service-description.pdf>

2.11 **Splunk Services**



2.11.1 **Service Definition.** Splunk Software and Cloud Services allow machine data to be searched, monitored, and analyzed to provide business insights in areas such as enterprise security, and IT service management.

2.11.2 **Standard Service Features.** Splunk services are described at the following URL: <https://enterprise.verizon.com/service/splunk-service-description.pdf>

2.12 **Symantec Services**

2.12.1 **Service Definition.** Symantec Services provides network-based services to protect, manage and control e-mail and web based communications, including policy based encryption.

2.12.2 **Standard Service Features.** Symantec Services are described at <https://enterprise.verizon.com/service/broadcom-product-description.pdf>

2.13 **Tanium Services**

2.13.1 **Service Definition.** Tanium provides Customer with a scalable single point of visibility and control to secure and manage system end points.

2.13.2 **Standard Service Features.** Tanium features are described at www.verizonenterprise.com/external/service_guide/req/tanium.pdf

2.14 **ThousandEyes Services**

2.14.1 **Service Definition.** ThousandEyes enables Customer to see network performance through a combination of smart monitoring agents, a cloud application and open APIs so they can deliver an optimal service to branch offices, retail stores, and remote employees.

2.14.2 **Standard Service Features.** ThousandEyes features are described at <https://enterprise.verizon.com/service/thousandeyes-product-description.pdf>

2.15 **Turbonomic Services**

2.15.1 **Service Definition.** Turbonomic is a work load platform which helps Customer to optimize Customer's data center and cloud environments. It continuously analyses workload consumption and application performance which Customer can utilize to drive digital transformation, cloud migration, cloud cost reduction and IT operations effectiveness.

2.15.2 **Standard Service Features.** Turbonomic can be run on-premise, in a public cloud or across a hybrid environment and is available in three editions described at www.verizonenterprise.com/external/service_guide/req/turbonomic.pdf

2.16 **Verizon Secure Cloud Gateway / iboss Distributed Gateway Platform**

2.16.1 **Service Definition.** iboss Distributed Gateway Platform provides secure cloud gateway services delivered from iboss cloud platform including either standard or mission critical support.

2.16.2 **Standard Service Features.** iboss Distributed Gateway Platform features are described at



http://www.verizon.com/business/service_guide/reg/iboss_product_description.pdf

2.17 **Versa Services**

2.17.1 **Service Definition.** Versa software allows Customer to deploy software defined (SD) solutions of SD-Routing, SD-Security, and Secure SD WAN.

2.17.2 **Standard Service Features.** Versa features are described at http://www.verizon.com/business/service_guide/reg/versa_networks_product_description.pdf

2.18 **WhiteHat Services**

2.18.1 **Service Definition.** WhiteHat Sentinel is a web-based application service that (i) allows Customer to scan Web Applications, located on Customer's external and internal networks for vulnerabilities and (ii) provides information that will help Customer to remediate those vulnerabilities.

2.18.2 **Standard Service Features.** WhiteHat services are described at www.whitehatsec.com/wp-content/uploads/2017/10/sentinel-product-technical-descriptions.pdf

2.19 **Zscaler Services**

2.19.1 **Service Definition.** Zscaler Internet Access provides Internet security and web gateway services delivered from its Cloud Security Platform. Zscaler Private Access provides management of policies for access to internal resources delivered from its Cloud Security Platform.

2.19.2 **Standard Service Features.** Zscaler Internet Access and Private Access services are described at http://www.verizon.com/business/service_guide/reg/zscaler_product_description.pdf

3. SUPPLEMENTAL TERMS

3.1 **End User Terms.** When ordering TPP Services, Customer acknowledges having read, understood, and agreed to the applicable end user license terms or agreement (EULA) for the TPP Services ordered by Customer, which are identified below. Customer further acknowledges that the TPP's EULA shall govern Customer's use of and access to the relevant TPP Services, shall be established by the TPP directly between the TPP and Customer, and shall not in any way name or imply that Verizon is a party to such TPP EULA. If a TPP terminates Customer's right to use and access the TPP Services under the applicable EULA, Verizon's obligations in connection with the affected TPP Services will also automatically terminate. The EULAs are specified below and may be updated by TPP from time to time:

3.1.1 **Acalvio Services:** <https://www.acalvio.com/eula>

3.1.2 **Avaya Services:**

3.1.2.1 **Avaya IX Subscriptions:**

Avaya Global Software License Terms: <https://downloads.avaya.com/css/P8/documents/100072471>

Avaya Subscription Licensing Terms: <https://downloads.avaya.com/css/P8/documents/101031806>

3.1.2.2 **Avaya OneCloud Ready Now:** <https://www.avaya.com/en/termsofservice/> and the terms of use for Hosted Services at <http://support.avaya.com/LicenseInfo>.



- 3.1.3 **Cisco Duo Services:** <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html> and https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/duo-offer-description.pdf
- 3.1.4 **Cisco Enterprise Agreement:** The Cisco EULA for services and features ordered by Customer will be provided via a Customer-specific Cisco Smart account. Customer must access their Smart account, print, sign and return the EULA to Cisco prior to utilizing their Enterprise Agreement. A Cisco Smart account can be created here: www.cisco.com/go/Smartaccounts
- 3.1.5 **Cylance Services:** <https://www.cylance.com/en-us/company/about-us/verizon-eula.html>
- 3.1.6 **Netskope Services:** <https://www.netskope.com/subscription-terms>
- 3.1.7 **NICE Cloud Services:** <https://www.nice.com/Documents/NICE.Agreements.Verizion.EndUserLicenseAgreement.pdf>
- 3.1.8 **Onapsis Services:** <https://www.onapsis.com/license-agreement>
- 3.1.9 **Palo Alto Services:** https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf.
- 3.1.10 **Qualysguard Services:** www.qualys.com/docs/eula.pdf
- 3.1.11 **Splunk Services:** www.splunk.com/en_us/legal/splunk-software-license-agreement.html and www.splunk.com/en_us/legal/terms/splunk-cloud-terms-of-service.html as applicable
- 3.1.12 **Symantec Services:** www.symantec.com/content/dam/symantec/docs/eulas/service-agreement/online-services-agreement-2016-12-en.pdf
- 3.1.13 **Tanium Services:** <https://www.tanium.com/EULA> and/or <https://www.tanium.com/taas-subscription-agreement>, as applicable.
- 3.1.14 **ThousandEyes Services:** <https://www.thousandeyes.com/legal/tou>, along with any applicable supplemental or additional terms located at <https://www.thousandeyes.com/legal>
- 3.1.15 **Turbonomic Services:** [https://f.hubspotusercontent20.net/hubfs/5041972/Legal/Standard%20End-User%20Software%20License%20and%20Support%20Agreement%20\(Turbonomic\)%20\(12-2020\).pdf](https://f.hubspotusercontent20.net/hubfs/5041972/Legal/Standard%20End-User%20Software%20License%20and%20Support%20Agreement%20(Turbonomic)%20(12-2020).pdf)
- 3.1.16 **Verizon Secure Cloud Gateway / iboss Distributed Gateway Platform:** http://www.verizon.com/business/service_guide/reg/iboss_EULA.pdf
- 3.1.17 **Versa Services:** <https://www.versa-networks.com/Versa-Networks-EULA-End-User-License-Agreement.pdf>
- 3.1.18 **WhiteHat Services:** www.whitehatsec.com/terms-conditions/



3.1.19 **Zscaler Services:** www.zscaler.com/legal

3.2 **Software and Subscription Services + Disclaimer of Warranties**. In addition to the disclaimer of warranties in Customer's master agreement with Verizon, Customer acknowledges and agrees that Verizon is the reseller (and not the provider) of the TPP Services, and Verizon provides no warranties, guarantees, or assurances of quality that apply to TPP Services. Customer will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance issues solely from TPP, and will not involve Verizon in the same. Further, any Customer requirements limiting the offshoring of data or resources with respect to the TPP Services shall be agreed to directly between TPP and Customer in connection with the applicable TPP Services. (For the avoidance of doubt, any such restrictions in the Customer's master agreement with Verizon are not applicable to the TPP Services.)

3.3 **IT Asset Manager Disclaimer of Warranties**. IT Asset Manager is provided "As Is" and there is no guarantee that IT Asset Manager will be uninterrupted or error-free or that IT Asset Manager will meet Customer's requirements or be capable of tracking, monitoring or supporting every subscription ordered by Customer through Software and Subscription Services + or elsewhere. Further, the information presented on the IT Asset Manager dashboard is solely for informational purposes and Verizon does not verify, confirm, guarantee, or warrant the accuracy or completeness of any information contained therein. Verizon makes no guarantees that any support for IT Asset Manager will be provided from or within the United States or Continental United States (CONUS) only or that Customer's data utilized or stored in connection with IT Asset Manager will be stored, acted upon, or accessed, directly or indirectly, from or within the United States or Continental United States (CONUS) only. (For the avoidance of doubt, any such restrictions in the Customer's master agreement with Verizon are not applicable to IT Asset Manager.)

3.4 **Customer Responsibilities**. Customer (and not Verizon or a TPP) 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 any TPP Services as may be required by law or otherwise.

3.5 **Protected Health Information**. Customer will not use the TPP Services 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.

4. FINANCIAL TERMS

4.1 **Charges**.

4.1.1 **Software and Subscription Services +**. Customer will pay the charges for TPP Services specified in the Agreement and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm. Upon the Service Activation Date, Customer will be invoiced the non-recurring charge (NRC), the monthly recurring charge (MRC) or the annual recurring charge (ARC) for the Service Commitment. The Activation Date shall be the date upon which either the TPP or Verizon has provided written notification or confirmation to the Customer that services have begun, whichever is earlier. Verizon reserves the right to audit the number of subscriptions (e.g. End User, IP Addresses) Customer has on TPP Services, and in the event that the number of subscriptions exceeds the number of subscriptions ordered by Customer, Verizon reserves the right to charge Customer the applicable NRCs, MRCs or ARCs for such additional subscriptions.



- 4.1.2 **IT Asset Manager.** Level 1 of IT Asset Manager is included at no additional charge. If Customer elects to upgrade to Level 2, then upon the Level 2 Activation Date, Customer will be invoiced and pay the applicable MRC. Level 2 has five available size options based on license volume and MRC is based on the option selected, as reflected in the applicable Order. Unless agreed to otherwise by Verizon, if Customer elects to downgrade from Level 2 to Level 1 or cancel the service, then the current level of service will continue until the end of the applicable billing period, at which time service will be downgraded and billing records will be adjusted accordingly. Customer may downgrade its IT Asset Manager service tier no more than once every six months.
- 4.2 **Service Commitment.** The Service Commitment for TPP Services is shown in the applicable Service Order. Customer may order additional subscriptions at any time and each order will have its own Service Commitment and be billed at the quoted and agreed upon rate. If: (i) Customer terminates a TPP Service before the end of the relevant Service Commitment for reasons other than Cause; or (ii) Verizon terminates a TPP Service for Cause, then Customer will pay an amount equal to the relevant MRC and/or ARC for the terminated subscriptions remaining during relevant Service Commitment(s). Notwithstanding any terms to the contrary in the Master Terms, the provision of TPP Services shall be terminated at the end of Customer's Service Commitment unless Customer and Verizon agree to a new Service Commitment prior to such end date.
5. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to TPP Services:
www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm