

ENTERPRISE ENDPOINT SECURITY SERVICE ATTACHMENT

1. APPLICABILITY OF SERVICE ATTACHMENT AND SERVICE OPTIONS.

1.1 Applicability. This Enterprise Endpoint Security Service Attachment sets forth the terms and conditions of Lightpath's Enterprise Endpoint service (the "**Service Attachment**"), whereby Lightpath will provide monitoring and management of one or more endpoint software deployments for use solely by Customer (the "**Service**"). Unless otherwise defined herein, all capitalized terms in this Service Attachment will have the same meaning as defined in the Standard Service Agreement. By signing the Service Order, Customer agrees to the terms of this Service Attachment.

1.2 Service Description. This Service is offered as an enhancement to Lightpath's suite of security services, and Customer is provided in concert with Lightpath's third-party partner ("**Partner**"). The Service utilizes cloud-based platform including processing, analysis and reporting. Management of Customer's system is limited to the endpoint software agent installed on Customer Equipment. Monitoring activities include collection, storage, reporting and Customer notification of security events or certain device health events. Tools for self-service reporting and analysis are provided through the Customer portal.

1.3 Security Features. The Service provides security features and is offered in two (2) product options, Enterprise Endpoint Security Essentials or Enterprise Endpoint Security Advanced:

- a. Enterprise Endpoint Security Essentials: Comprises managed detection and response services including installation, ongoing investigation, and notification. Features include Indicator Enrichment, Endpoint Response (excluding Remote Intrusion Response), Threat Detection (excluding Threat Hunting), malware detection, Health Monitoring, and Software Upgrades as further described below. Services include access to the Customer portal.
- b. Enterprise Endpoint Security Advanced: Comprises the features listed above, plus quarterly cybersecurity reviews with an assigned Customer Advisor regarding endpoint incident response actions with digital forensics in support of an investigation.

1.4 Feature Description.

- a. Investigation and Notification: Once a suspicious event is detected or a prevention activity occurs, an alert is generated and a Security Operations Center analyst will perform triage and investigation of the event to confirm true positive, benign, or false positive. The Customer's Administrator will be notified according to the nature of the event.
- b. Indicator Enrichment: Indicators of compromise associated with detections are automatically extracted, scored and enriched, leveraging open source and threat intelligence. Enriched indicators are visible within the Customer portal and are assigned a reputation (e.g., good, suspicious, bad) and classification (e.g., botnet, Zeus, crypto miner, etc.).
- c. Endpoint Response: Lightpath will take a specific set of response actions at the completion of an investigation, subject to the pre-approved actions profile established as part of Service activation (e.g., quarantine, delete file, whitelist, monitor only, blacklist, remote intrusion response, deny, terminate or process, block operation, etc.)
- d. Threat Detection: Lightpath will leverage the endpoint software to perform detections and provide visibility to activity on the endpoint. Threat Detection is based upon signatures, behavioral or reputational characteristics.
- e. Health Monitoring: Monitors communication between the endpoint software and Customer's vendor infrastructure (i.e. Carbon Black, CrowdStrike, etc.). Any communication issues observed will be communicated to Customer and their vendor if it leads to an outage.
- f. Software Upgrades: Partner will work with Customer Advisor to schedule any necessary endpoint software upgrades.

1.5 Team Support.

- a. Customer Portal: The Customer portal is a web-based portal that provides real-time visibility to determine alerts, confirm incidents, and enables Customer employees, as approved by their Administrator, to interact with Security Operations Center. Analysts will view all detected assets and, if applicable, view vulnerabilities. Reports and dashboards are available via the Customer portal.
- b. Security Operations Center (SOC): The Service managed detection and response services are supported by SOC across multiple locations and is available to Customer-authorized users 24x7 by calling 1-833-514-0763.

1.6 Customer Responsibilities.

- a. Software Deployment: During managed detection and response services activation process, Customer will deploy the endpoint software on identified endpoints.
- b. Notification of Environment Changes: Customer will notify Lightpath/Partner of any environment changes that may affect execution of the Service.
- c. Notification of User Changes: Customer will notify Lightpath/Partner of any user account changes tied to Customer's employee/contractor termination that have access to the Customer portal or approval to call the Securities Operations Center.
- d. Internet Access: Customer is required to maintain Internet and connection to the endpoints that are actively monitored.
- e. Additional Remediation: During investigation of security alerts, Lightpath/Partner may give guidance to Customer to perform specifications in their environment in order to improve their security posture or to fully remediate incident. Performance of these actions are Customer's responsibility.

f. **Software Updates:** Customer is responsible for performing upgrades on deployed software in a timely manner.

1.7 Out of Scope. Exclusions. In the event Customer requests Lightpath/Partner to provide additional service outside the scope of what is set forth in the product offering and/or in this Attachment, to the extent Lightpath mutually agrees to provide such service, the parties may enter into an Amendment, subject to additional fees. These services include, but not limited to:

- a. Managed SIEM;
- b. Breach response & compromise assessment;
- c. Vulnerability Management Services (VMS) including vulnerability patching and resolution;
- d. Tabletop exercises;
- e. Network architecture design;
- f. Hardware procurement;
- g. Security or technology training for end users; and
- h. End user support.

1.8 ARCHIVED DATA. IF SERVICE IS CANCELED OR THIS AGREEMENT IS TERMINATED, CUSTOMER WILL HAVE THIRTY (30) DAYS FROM THE TIME A CANCELLATION REQUEST IS INITIATED OR THIS AGREEMENT HAS BEEN TERMINATED, WHICHEVER COMES FIRST, TO REQUEST RECEIPT OF ARCHIVED DATA CONSISTING OF SECURITY EVENTS OR DEVICE HEALTH EVENTS (LOGS). HOURLY CONSULTING FEES WILL APPLY FOR TIME SPENT AS WELL AS DATA TRANSFER COST RELATED TO ARCHIVED DATA. IF A REQUEST IS NOT RECEIVED WITHIN THE THIRTY (30) DAY PERIOD, ALL ARCHIVED DATA WILL BE PERMANENTLY DESTROYED.

1.9 DISCLAIMER. THIS SERVICE ATTACHMENT PROVIDES AN OVERVIEW OF THE SECURITY ANALYSIS AND RESPONSE TO CLIENT FOR SERVICE. DEPLOYMENT OF SERVICE ON CLIENT'S NETWORK DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION AND, THEREFORE, LIGHTPATH AND PARTNER DO NOT WARRANT AND MAKES NO GUARANTEE THAT INTRUSION, COMPROMISES, OR ANY OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON CLIENT'S NETWORK. CUSTOMER IS RESPONSIBLE TO KEEP ALL CLIENT DATA SECURE. LIGHTPATH RESERVES THE RIGHT TO MODIFY THE TERMS OF THIS ATTACHMENT AND IF SUCH MODIFICATION RESULTS IN A MATERIAL CHANGE, WILL PROVIDE THIRTY (30) DAYS PRIOR NOTIFICATION.

1.10 Acceptable Use Policy. Customer will use the Service in compliance with the most current version of Lightpath's Acceptable Use Policy posted at <https://lightpathfiber.com/acceptable-use-policy>, which is incorporated herein by reference.

1.11 Resale Restrictions. Customer is not permitted to resell, charge, loan, transfer, sublease, or otherwise dispose of the Service (or any part thereof) to any third party without the prior written consent of Lightpath.

1.12 Utilities. Customer will make available to Lightpath adequate space, power, air conditioning and all other applicable utilities for Service Equipment at the Customer Location at its sole cost.

2. SERVICES LEVEL AGREEMENT.

2.1 Service Level Agreement. Lightpath provides specific remedies regarding the performance of Service as set forth in the Service Level Agreement attached hereto as Exhibit A. Customer's sole and exclusive remedy for any Service Outage will be the issuance of Service Credits in accordance with Exhibit A. The term "Service Outage" means an interruption, delay, or outage in the transmission of the Services between the Demarcation Point and the Service Network.

3. MAINTENANCE AND REPAIR.

3.1 Service Issues. In the event that Customer experiences any Service-related issues, Customer may contact Lightpath through its Network Maintenance Center ("NMC") at +1 (866) 611 - 3434, which may be amended by Lightpath from time-to-time upon written notice to Customer. Upon receipt of notice of Service problems, Lightpath will initiate diagnostic testing to determine the source and severity of any degradation of Service. If there is a Service Outage, Lightpath and Customer will cooperate to restore Service. If Lightpath dispatches a field technician to Customer Location to perform diagnostic troubleshooting and the problem resides with the Customer's Equipment or facilities or the failure is due to Customer's or end-user's acts or omissions or the acts or omissions of Customer's or end-user's invitees, licensees, customers or contractors, Customer will pay Lightpath for any and all associated time and materials at Lightpath's then-current standard rates.

3.2 Scheduled Maintenance. Lightpath will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Lightpath. Lightpath will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt

Service via telephone or e-mail, no less than ten (10) business days prior to commencement of such maintenance activities. Customer will provide a list of Customer contacts for maintenance purposes, which will be included on the Service Order, and Customer will provide updated lists to Lightpath, as necessary.

3.3 Emergency Maintenance. Lightpath may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Lightpath Network. Lightpath will notify Customer as soon as reasonably practicable following any such emergency maintenance activity that impacts the Service.

3.4 Other Emergency Actions. If Lightpath determines, in its sole discretion, that an emergency action is necessary to protect the Lightpath Network as a result of Customer's transmissions, Lightpath may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Lightpath will have no obligation or liability to Customer for any claim, judgment or liability resulting from such blockage. Lightpath will notify Customer as soon as practicable of any such blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path as soon as reasonably possible, with a completion goal of forty-eight (48) hours.

Exhibit A Service Level Agreement

This Service Level Agreement (“SLA”) covers the local transport area to the Lightpath Demarcation Point including Lightpath equipment associated with the endpoints. The provisions described below shall be Customer’s sole and exclusive remedy in the event of a Service Outage.

MEAN TIME TO REPAIR

Lightpath’s objective is a four (4) hour mean-time-to-repair (“MTTR”).

SERVICE LEVEL GUARANTEE

Service Level Guarantee: If Customer detects a Service Outage, Customer shall open a trouble ticket with Lightpath’s Network Management Center by calling 866-611-3434 or via the customer portal at alticebusiness.com. A Service Outage period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Service Outage and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Lightpath’s trouble reporting system. A Service Outage period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not a Service Outage.
- b. If a Lightpath technician is dispatched for a reported failure and it is determined that such failure is not within Lightpath’s control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to Customer Support at care@lightpathfiber.com or 866-611-3434 within thirty (30) calendar days of the Service Outage.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges for the affected circuit/service and is dependent upon the length of the Service Outage.

Lightpath shall credit Customer’s Monthly Recurring Charges for the circuit/service experiencing the Interruption as follows:

<u>Outage Duration</u>	<u>Credit of Monthly Charges</u>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Chronic Service Outages: Defined as three (3) separate Service Outages of two (2) hours or more on the same facility, within a consecutive thirty (30) day period and/or a Service Outage that lasts longer than forty-eight (48) hours. In the event Customer experiences Chronic Service Outages in Service, Lightpath will perform a detailed investigation, report the findings to Customer and, if necessary, institute a corrective plan. If Customer experiences any additional Service Outages on the circuit and a plan for corrective action has been implemented for thirty (30) days, Customer may terminate the affected circuit/service without any further liability upon thirty (30) days prior written notice. Customer must exercise its option to terminate within thirty (30) days from the additional Service Outage and Customer waives the right to terminate if Customer does not exercise such termination right within such thirty (30) day period.

Limitations: Total credits in a given month shall not exceed fifty percent (50%) of the Monthly Recurring Charges for the affected circuit/service in that month. If an incident affects the performance of the Service and results in a period or periods of Service Outage, interruption, disruption or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer will not be entitled to credits under multiple service level standards for the same incident.

No credit allowance will be made for:

- a. Customer’s (including its Affiliates, agents, contractors and vendors) negligence, intentional act, omission, default and / or failure to cooperate with Lightpath in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as recommended by Lightpath, or otherwise preventing Lightpath from doing so;
- b. Failure on the part of Customer Equipment, end-user equipment or Customer’s vendor’s equipment;
- c. Election by Customer, after requested by Lightpath, not to release the Service for testing and repair;
- d. Lightpath’s inability to obtain access required to remedy a defect in Service;
- e. Scheduled maintenance and emergency maintenance periods;

- f.** Scheduled upgrade of Service at the request of Customer;
- g.** Force Majeure Event;
- h.** Disconnection or suspension of the Service by Lightpath pursuant to a right provided under this Service Attachment, the Standard Service Agreement, or Service Order;
- i.** Lightpath's inability to repair due to utility safety restrictions; and / or
- j.** No trouble found or where the fault of the trouble is undetermined.