

## Exhibit B

### Zenedge Terms of Service

#### 1 RELATIONSHIP STRUCTURE; NO OBLIGATIONS FOR INTERNET2

##### 1.1 Third Party Beneficiaries.

(a) **Zenedge.** Zenedge will be deemed a third-party beneficiary of these Terms of Service with respect to Customer and has the right to enforce these Terms of Service directly against Customer to the extent that Zenedge is harmed by Customer's breach of these Terms of Service. Accordingly, by way of example only, if Customer's Authorized Users reverse engineer the Services as prohibited by Section 2.1 of these Terms of Service, Zenedge has the right to enforce Section 2.1 against Customer.

(b) **Customer.** Section 2.2 of the MSA provides that (i) Zenedge will be bound by the terms and conditions in these Terms of Service, and (ii) each Customer is a third-party beneficiary of Section 2.2 of the MSA as to Zenedge, and has the right to enforce these Terms of Service directly against Zenedge. Accordingly, by way of example only, where these Terms of Service create an express indemnification obligation of Zenedge, Customer will have the right to enforce such indemnification obligation against Zenedge directly as a third party beneficiary of Section 2.2 of the MSA. Notwithstanding anything to the contrary in these Terms of Service, Zenedge shall not be bound to these Terms of Service in any way if Customer is not a Qualified Person.

#### 2 LIMITATIONS ON CUSTOMER'S USE OF THE SERVICES

**2.1** Except as authorized in these Terms of Service, Customer will not: (a) authorize any person to access and/or use the Services other than Customer's Authorized Users; (b) rent, lease, loan, export or sell access to the Services to any third party except Customer's Authorized Users; (c) interfere with, disrupt, alter, or modify the Services or any part thereof; (d) reverse engineer the Services (except to the extent such restriction is not permitted by applicable law); (e) without Zenedge's express written permission, introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Services; (f) publish to any third party any performance or benchmark tests or analyses relating to the Services or the use thereof; or (g) perform a load test, regression test, or penetration test without prior notice to Zenedge. For purposes of clarification, and notwithstanding the foregoing, this Section 2.1 shall not be deemed to prevent Customer from reselling the Services to Tenants if Customer is a Subscriber. Notwithstanding anything to the contrary, Zenedge makes no representation, warranty, or covenant and shall have no liability whatsoever to Subscriber in its capacity as a reseller of the Services to Tenants.

**2.2** If Customer is a Subscriber, Customer agrees that it will not enter into any Tenant Customer Agreement which does not include as an exhibit incorporated into the body of such agreement a copy of this Zenedge Terms of Service. Further, Customer agrees that it will make no representation, warranty, or covenant (whether express or implied) regarding the Services in any way.

**2.3 Usernames and Passwords.** Zenedge will provide each of Customer's Authorized Users a unique username and password to enable such Authorized User to access the Services pursuant to these Terms of Service. Customer is entitled to have up to ten (10) Authorized Users unless agreed otherwise in writing with Zenedge. Each Authorized User's username and password may only be used to access the Services during one (1) concurrent login session. Customer acknowledges and agrees that only Authorized Users are entitled to access the Services and then only with their assigned usernames and password provided by Zenedge. In addition, Customer will maintain the confidentiality of all Authorized Users' user names and passwords, and will be responsible for all activities that occur under these Authorized User's usernames and passwords, except to the extent that such activities or failures directly result from Zenedge's negligence, willful misconduct, or failure to comply with these Terms of Service. Zenedge reserves the right to suspend any Authorized User's username and password if Zenedge reasonably determines that such username and password may have been used by an unauthorized third party. A username and password cannot be shared or used by more than one Authorized User, provided that Customer will, at Customer's sole discretion, have the right to reassign such credentials from time to time to a new Authorized User.

### 3 DELIVERY OF SERVICE

**3.1 Modification.** Zenedge reserves the right to modify the Services at any time, upon prompt written notice to Customer of any such modification. If Zenedge makes any modification that materially and adversely affects Customer, Customer will have the right to terminate these Terms of Service on thirty (30) days' notice to Zenedge, provided that Zenedge has not cured such violation in such thirty (30) day period. Such notice of termination must be provided within thirty (30) days after Customer receives written notice from Zenedge of such modification.

**3.2 Emergency Action.** The Parties agree that if Zenedge, in its sole discretion, determines that an emergency action is necessary to protect its own network, Zenedge may temporarily block any path over its network used by Customer.

### 4 DATA

#### 4.1 Rights in and to Data.

(a) **Service Data.**

(i) Zenedge shall have the right to use, reproduce, modify, and otherwise exploit Service Data for the purpose of improving and enhancing the Service, monitoring the performance of the Service, and performing internal research and development of other products and services of Zenedge. In any event that Zenedge distributes Service Data or derivative works incorporating Service Data, to any third party, such distribution shall not directly identify Customer and/or its Authorized Users.

(ii) Zenedge is not obligated to back up any data in connection with the Service.

(b) **Customer Data.** As between Customer and Zenedge, all rights, including all Proprietary Rights, in and to Customer Data will remain at all times the exclusive property of Customer. These Terms of Service does not grant Zenedge any rights, title or interest, whether express or implied, in and to any data, content or intellectual property of Customer or any Customer Data, except for the limited right to transmit Customer Data, and then only as expressly stated in these Terms of Service and/or solely to the extent necessary for Zenedge to fulfill its obligations under these Terms of Service. In no event will Zenedge gain any rights, title or interest, whether express or implied, in and to any Customer Data as the result of any processing of such Customer Data.

(c) **Network Flow Data.** As between Customer and Zenedge, all rights, including all Proprietary Rights, in and to Network Flow Data will remain at all times the exclusive property of Customer. These Terms of Service do not grant Zenedge any rights, title or interest, whether express or implied, in and to any Network Flow Data, except as expressly stated in these Terms of Service and/or solely to the extent necessary for Zenedge to fulfill its obligations under these Terms of Service.

(d) **Services Ownership.** Notwithstanding anything to the contrary, as between Customer and Zenedge, all Proprietary Rights in and to the Services themselves shall remain at all times the exclusive property of Zenedge.

#### 4.2 Data Privacy.

(a) Zenedge shall ensure that all its personnel who have access to Network Flow Data, Attack Data and Edge Router Sampling Data (i) are appropriately authorized; and (ii) are trained in and will use industry accepted best practices to treat such data as sensitive information.

(b) Zenedge will use Network Flow Data, Attack Data or Edge Router Sampling Data specific to Customer only for the purpose of fulfilling its duties under these Terms of Service. Zenedge shall only provide access to, share with, or disclose such data to those employees and Zenedge Contractor/Agents who need access to the data to fulfill Zenedge's obligations under these Terms of Service. Zenedge may not share Network Flow Data, Attack Data or Edge Router Sampling Data specific to Customer with any third party other than a Zenedge Contractor/Agent.

(c) Zenedge will only store Network Flow Data, Attack Data or Edge Router Sampling Data for thirty (30) days, upon which Zenedge will securely delete all such data that no Person will be able to reasonably locate or extract the data from the Services following such deletion.

#### **4.3 Data Security.**

(a) Zenedge will use commercially reasonable practices, including administrative, physical, and technical safeguards, intended to secure all facilities used to process any data contemplated in these Terms of Service (and such data itself) against unauthorized access, disclosure, alteration, and use.

(b) Zenedge will (i) use commercially reasonable security tools and technologies in connection with the Services and (ii) use commercially reasonable software application protection security technologies in any Zenedge software.

(c) Whenever there is a Security Incident, Zenedge will, at its sole cost and expense: (i) immediately notify Customer of the Security Incident; (ii) promptly investigate the Security Incident; (iii) promptly provide Customer with detailed information about the Security Incident uncovered as a result of the investigation or otherwise known to Zenedge; (iv) promptly provide Zenedge's remediation plan; (v) promptly take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident; (vi) take prompt and appropriate corrective action to prevent the recurrence of a similar Security Incident in the future; and (vii) promptly provide Customer with a post Security Incident report. In the event that there is a Security Incident that is caused by Zenedge's breach of its obligations under these terms of Service, Zenedge shall reimburse Customer for the direct, verifiable costs incurred by Customer in preparing and mailing notices to such individuals to whom notification is required by statute or regulation; provided that Customer provides Zenedge reasonable prior written notice of its intent to deliver such notifications.

#### **4.4 Legal Requests.**

(a) Upon Zenedge's receipt of a Legal Request in connection with any data under this Terms of Service, Zenedge will, to the extent permitted under applicable law, promptly attempt to redirect the requesting third-party to Customer. If Zenedge's redirecting efforts are unsuccessful, and, if not prohibited by applicable law from doing so, Zenedge will, prior to disclosure, provide as much notice of the Legal Request to Customer (which notice will include, if permitted by applicable law, a copy of the Legal Request) as is reasonably practicable to allow Customer to seek a protective order or file a motion to quash.

(b) If Zenedge receives a legal demand to provide information about Customer under the Communications Assistance for Law Enforcement Act, 18 U.S.C. §2522, Zenedge will, to the extent permitted under applicable law, promptly notify Customer, and provide Customer all other information reasonably requested in the demand relating thereto, including the point of contact at the Department of Justice in connection with such matter, if applicable.

### **5 REPRESENTATIONS AND WARRANTIES; DISCLAIMERS**

#### **5.1 Warranties.**

(a) The Parties represent and warrant to each other that each has, and will maintain, in force insurance intended to protect from the conduct, acts or omissions of its employees, agents and contractors.

(b) Zenedge represents, warrants and covenants to Customer that: (i) it is an Equal Opportunity Employer; (ii) it has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; and (iii) no officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof.

(c) Notwithstanding anything to the contrary contained in this Terms of Service, Zenedge further represents, warrants and covenants to Customer that: (i) the Services are conduit services and therefore provides a transmission-only services for such data as Customer Data, (ii) Zenedge's only access to any Customer Data over the Services is only transient in nature and only in the form of IP packets, and (iii) any storage of Customer Data would be temporary and only as necessary for the performance of the transportation service or as required by law.

(d) Without limiting Customer's rights set forth in the next sentence with respect to a breach by Zenedge of Section 5.1(c), if Zenedge gains any access to, other than transient access, stores, other than temporarily for transmission purposes, or otherwise takes any action with respect to, Customer Data, Zenedge shall immediately (i) provide written notice of the same to the Customer and (ii) unless otherwise directed by the Customer, delete such Customer Data such that no person shall be able to reasonably locate or extract such Customer Data from the Service after it is deleted. If Zenedge breaches Section 5.1(c), Customer shall have the right to immediately terminate this Terms of Service.

## **5.2 Disclaimers.**

(a) Zenedge does not endorse and is not responsible or liable for, the services or features provided by any Third Party Application that Customer might install or utilize in connection with the Service except to the extent that such Third Party Applications are provided by Zenedge. Customer acknowledges and agrees that Zenedge shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Applications.

(b) If provided, Feedback is provided "AS IS" and Customer does not warrant or otherwise promise that any such Feedback, or the use thereof, will not violate the intellectual property rights of any Person or applicable law.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," AND ZENEDGE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART). ZENEDGE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. FOR CLARITY, ATTACHMENT 1 IS NOT TO BE CONSTRUED AS A WARRANTY, COVENANT, OR REPRESENTATION IN ANY WAY.

## **6 LIMITATION OF LIABILITY**

**6.1 Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THESE TERMS OF SERVICE, OR ANY DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THIS TERMS OF SERVICE OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR OTHER PRODUCTS HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN NO EVENT SHALL ZENEDGE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF SERVICES DATA. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, NOT BE APPLICABLE TO A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS TERMS OF SERVICE TO THE EXTENT ANY COSTS, LIABILITIES, OR DAMAGES RESULTING FROM SUCH INDEMNITY OBLIGATIONS ARE AWARDED, PAID, OR PAYABLE TO THIRD PARTIES. FOR CLARITY A PARTY'S FAILURE TO PERFORM INDEMNITY OBLIGATIONS UNDER THIS TERMS OF SERVICE RESULTS IN DIRECT DAMAGES. NOTWITHSTANDING THE FOREGOING LIMITATION ON LIABILITY, ZENEDGE'S LIABILITY FOR COSTS, DAMAGES, OR LIABILITIES ARISING UNDER SECTION 4.2 OR 4.3, TO A BREACH OF SECTION 4.1 SHALL BE LIMITED TO THE GREATER OF (I) FIVE THOUSAND DOLLARS (\$5,000), OR (II) THE FEES ZENEDGE RECEIVED DIRECTLY IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM (AS SUCH AMOUNTS ARE DETERMINED

BETWEEN INTERNET2 AND ZENEDGE AND REGARDLESS OF WHETHER SUCH AMOUNTS ARE KNOWN TO CUSTOMER).

**6.2 Amount of Damages.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED IN SECTION 6.4 AND 6.5, ZENEDGE'S AND CUSTOMER'S LIABILITY UNDER THESE TERMS OF SERVICE, IRRESPECTIVE OF THE NUMBER OF CLAIMS UNDER, ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS OF SERVICE SHALL BE LIMITED TO THE GREATER OF (I) FIVE THOUSAND DOLLARS (\$5,000), OR (II) THE FEES ZENEDGE RECEIVED DIRECTLY IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM (AS SUCH AMOUNTS ARE DETERMINED BETWEEN INTERNET2 AND ZENEDGE AND REGARDLESS OF WHETHER SUCH AMOUNTS ARE KNOWN TO CUSTOMER).

**6.3** TO THE EXTENT PERMITTED BY GOVERNING LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF SERVICE, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, AUTHORIZED ORGANIZATIONS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF ZENEDGE OR CUSTOMER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PERSON (I.E., EITHER CUSTOMER OR ZENEDGE, AS APPLICABLE) (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. THE FOREGOING SENTENCE DOES NOT APPLY TO AN INDIVIDUAL PERSON IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL, OR TO AN EMPLOYEE WHEN SUCH EMPLOYEE IS ACTING OUTSIDE THE SCOPE OF HIS OR HER EMPLOYMENT.

**6.4** Notwithstanding the foregoing, the monetary limitations on liability in Section 6.2 shall not apply as to Zenedge: (i) with respect to the indemnification obligations of Zenedge under these Terms of Service; or (ii) to violation by Zenedge of Customer's Proprietary Rights.

**6.5** In addition, the monetary limitations on liability in Section 6.2 shall not apply as to Customer: (i) with respect to the indemnification obligations of Customer under these Terms of Service; (ii) any breach of Section 2.1; (iii) for claims of fraudulent misrepresentation by Customer; or (iv) to violation by Customer of Zenedge's Proprietary Rights.

## **7 INDEMNIFICATION**

### **7.1 By Zenedge.**

(a) Zenedge shall defend and hold harmless Customer Indemnitees from and against all third-party Claims (i) alleging that the Services infringe upon, misappropriate, or violate the Proprietary Rights of such third party; (ii) for unauthorized access of Data stored by Zenedge or its third-party contracted providers and resulting from Zenedge's negligence or that of its third-party contracted providers; and (iii) alleging any material breach of, or inaccuracy in, any of Zenedge's representations and warranties in Section 5.1. For clarity, Section 7.1(a)(ii) applies only to unauthorized access of Data where the applicable security incident occurs within Zenedge's systems or those of its contracted third-party providers; Section 7.1(a)(ii) does not apply (and nothing requires Zenedge to defend, indemnify or otherwise be liable in any way) from any failure of the Services to prevent a security incident with respect to Data that is not stored by Zenedge or one or more of its contracted third-party service providers.

(b) Zenedge shall indemnify and hold harmless Customer Indemnities (i) from and against all Damages awarded by a court, arbitrator or tribunal of proper jurisdiction to a third-party claimant and incurred by Customer Indemnitees in connection with any third-party Claims expressly specified in Section 7.1(a), and (ii) for any settlement of third-party Claims expressly specified in Section 7.1(a), where the settlement is agreed to by Zenedge and Customer. Notwithstanding the foregoing, Zenedge shall not be required to provide such indemnification where the infringement, misappropriation, or violation of the Proprietary Rights of a third party to the extent arising from (1) the Customer Data, (2) Customer's or Customer's Authorized Users' use of the Service in a manner in contravention of the Documentation, or (3) the combination or operation of the Zenedge Services with products or services not supplied by Zenedge, but solely to the extent such Claim would not have arisen but for such products or services.

## **7.2 By Customer.**

(a) If Customer is a Subscriber, Customer shall, to the extent permitted by the law applicable to Customer and without waiving sovereign immunity, defend Zenedge from and against all third-party Claims under, arising out of, or related to Customer's breach of Section 2.2 of these Terms of Service.

(b) If Customer is a Subscriber, Customer shall, to the extent permitted by the law applicable to Customer and without waiving sovereign immunity, indemnify and hold harmless Zenedge from and against all Damages finally awarded by a court, arbitrator or tribunal of proper jurisdiction to a third-party claimant and incurred by Zenedge in connection with any third-party Claims expressly specified in Section 7.2(a), and (ii) for any settlement of third-party Claims expressly specified in Section 7.2(a) where the settlement is agreed to by Customer and Zenedge.

**7.3** The indemnified Party will give prompt Notice to the indemnifying Party of any Claim, provided that failure to do so will not be deemed a breach of this Terms of Service, and such failure will not relieve the indemnifying Party of its indemnity obligation if such delay does not prejudice the defense thereof. As a condition to its obligations under this Section 8, the indemnifying Party shall have full and complete control over the defense and settlement of any Claim, provided that it will not, without the indemnified Party's prior written approval, enter into any settlement agreement that admits fault on the part of indemnified Party or its indemnitees or requires the indemnified Party or its indemnitees to make any payment.

**7.4** If the indemnifying Party so requests, at the indemnifying Party's cost and expense, the indemnified Party will provide the indemnifying Party with reasonable assistance with the defense of any Claim. In addition, at the indemnified Party's option, cost, and expense, the indemnified Party shall have the right to participate in the defense of any Claim with counsel selected by the indemnified Party.

## **8 TERMINATION**

**8.1** These Terms of Service and any obligation of Zenedge to provide the Services to Customer may be terminated by written notice from Zenedge to Customer upon the termination or expiration of (a) the Master Service Agreement for DDoS Service entered into between Internet2 and Zenedge, or (b) the applicable Tenant Customer Agreement or Internet2 Subscriber Agreement. Notwithstanding the foregoing, Customer may continue to receive Services from Zenedge under these Terms of Service if (1) within thirty (30) days of the termination or expiration of (a) or (b), as applicable, Customer notifies Zenedge that it wishes to continue receiving Services under these Terms of Service, and (2) Customer and Zenedge are able to reach mutually agreeable terms (including pricing) for the continuation of the Services. If Customer continues to receive Services in accordance with the foregoing sentence, Internet2 shall have no responsibilities or obligations under these Terms of Service.

**8.2** Either Party may terminate these Terms of Service upon notice to the other Party if the other Party breaches any term of these Terms of Service and such breach remains uncured within thirty (30) days after receipt of notice of the breach by the non-breaching Party.

## **9 MISCELLANEOUS**

**9.1** These Terms of Service and any action related thereto will be governed and interpreted by and under the laws of, (i) if Customer is an institution of higher education, the state in which Customer's main campus is located, or, otherwise (ii) the State of New York, without giving effect to any conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Service.

**9.2** If any provision of these Terms of Service is held to be invalid or unenforceable, the other provisions of these Terms of Service will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**9.3** Any waiver or failure to enforce any provision of these Terms of Service on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**9.4** Customer shall not assign or otherwise transfer its rights or obligations under these Terms of Service, without obtaining the prior written consent of Zenedge, which consent should not be unreasonably withheld or delayed, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, either party may assign or transfer its rights and obligations under these Terms of Service, without the other party's consent, in connection with the sale of all, or substantially all, of its stock, business or assets to which the Services relate, and will provide prompt notice to the non-assigning party of such assignment or transfer. These Terms of Service shall be binding upon Zenedge and Customer and their respective successors and permitted assigns.

**9.5** Zenedge will at all times comply with the SLA. Zenedge shall be fully responsible for providing all support services related to the Services to Customers to the extent expressly set forth in the SLA. Notwithstanding the foregoing or anything to the contrary, any service credit provided pursuant to the SLA shall be provided entirely by the entity that sold the Services to Customer (i.e., Internet2 or the Subscriber) and not Zenedge.

**9.6** Notwithstanding anything to the contrary, neither Zenedge nor Customer will not be deemed in breach of these Terms of Service (or otherwise liable or responsible for) any event or circumstances beyond its reasonable control (including, without limitation, internet outages or labor disputes).

**9.7** Notwithstanding anything to the contrary in any agreement, except as set forth in Section 9.5, these Terms of Service will not be deemed to create any obligations, rights, or liabilities for Internet2.

**9.8** Zenedge may issue public statements and press releases regarding, or otherwise publicly discussing, these Terms of Service and/or the relationship between Customer and Zenedge, subject in each case to Customer's prior written approval, issued by a designated authorized employee, position, or contact at Customer, which may be withheld at Customer's sole discretion.

**9.9** The following provisions of these Terms of Service shall survive any termination of this Terms of Service: Sections 1.1, 2.1, 4, 5.1(c), 5.1(d), 5.2, 6, 7, 8, 9 (other than Section 9.5), and 10.

**9.10** Unless prohibited by applicable law, ordinance, regulation, or stated opinion of a legal or administrative agency of applicable authority, Zenedge shall have the right to use Contractor/Agents to perform any of its obligations or to act on behalf of such Person. All actions of Zenedge's or Customer's Contractors/Agents in connection with these Terms of Service are attributable to such Person for all purposes under this Terms of Service.

**9.11** Upon termination of these Terms of Service, any liabilities accrued before the effective date of the termination will survive.

**9.12** These Terms of Service will not be construed to create an association, joint venture or partnership between Customer and Zenedge or to impose any partnership liability upon Customer or Zenedge.

**9.13** Notwithstanding anything to the contrary, wherever these Terms of Service requires that Zenedge provide notice or information to Customer, Zenedge shall, without limitation, be deemed to have provided such notice or information by emailing the email address that Customer specifically designates in writing to Zenedge as its recipient for information or notice pursuant to these Terms of Service. Zenedge shall have no obligations to provide any notice under these Terms of Service if Customer does not designate such an email address and, in such case, notice to Customer shall not be deemed a condition precedent to any right of Zenedge under these Terms of Service. Wherever these Terms of Service requires that Customer provide notice or information to Zenedge, Customer shall, without limitation, be deemed to have provided such notice or information by emailing Zenedge at [legal@zenedge.com](mailto:legal@zenedge.com) or by sending written notice to Zenedge at 18851 NE 29<sup>th</sup> Avenue, Suite 520, Aventura, FL 33180, Attn: Legal Counsel.

**9.14** These Terms of Service, including all Exhibits, constitutes the entire agreement and understanding between the Parties with regard to the Services and supersedes any and all prior agreements, communications, or discussions, oral or written, between the Parties relating to the Services. These Terms of Service may not be amended, modified, or changed, except by a writing signed by both Parties.

**9.15** Notwithstanding any other provision herein to the contrary, except for Sections 2.1 and 2.2, Customer shall not be liable for any term or provision hereunder to the extent that such term or provision of these Terms of Service: (a) is or is held to be unenforceable against any Customer under applicable law; (b) conflicts with a Customer's legal obligations or legal restrictions as a public entity or agency of a State or political subdivision under applicable law (including under any published or provided opinion of a State's Attorney General or equivalent legal office); or (c) conflicts with a Customer's obligations or legal restrictions as a nonprofit and/or tax-exempt entity under applicable law.

## **10 DEFINITIONS**

Capitalized terms shall have the meanings set forth in this Section or in the Section where they are first used.

**10.1 "Attack Data"** means metadata collected during or derived from an attack on Customer's traffic that Customer has routed through the Service and the related log created by the Service and stored via the Zenedge portal for access by Customer.

**10.2 "Authorized Users"** means, with respect to a Customer, such Customer's employees or Contractor/Agents who are authorized by Customer to access the Services on behalf of Customer.

**10.3 "Claims"** means, individually and collectively, claims, actions, demands, suits, or proceedings.

**10.4 "Contractor/Agents"** means, with respect to Customer or Zenedge, such Person's independent contractors, subcontractors, or other non-employees that perform any of such Person's obligations hereunder or act on behalf of such Person in connection with these Terms of Service.

**10.5 "Customer"** means the end user entity using the Service, including Authorized Users

**10.6 "Customer Data"** means all data, inclusive of metadata but exclusive of Network Flow Data, including Personal Data and all binary text, sound, image, video or other files, including applications, that are uploaded to, transmitted by, accessed by or processed by the Service by, or on behalf of, Customer through Customer's use of the Services.

**10.7 "Customer Indemnitees"** means, collectively, Customer, its successors, assigns, affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives.

**10.8 "Damages"** means, individually and collectively, damages, costs, liabilities, and losses and expenses, including reasonable attorneys' fees.

**10.9 "Data"** means, collectively, Attack Data, Edge Router Sampling Data, Event Data, Customer Data, Network Flow Data, Network Service Data, and Personal Data.

**10.10 "Documentation"** means Zenedge's published specifications, user manuals, other technical materials relating to the Service, and use guidelines or other restrictions adopted by Zenedge and made available to Customer from time to time.

**10.11 "Edge Router Sampling"** means the random packet sampling and inspection of Customer traffic performed by the Service for Customers using the edge router monitoring, or RapidBGP.

**10.12 "Edge Router Sampling Data"** means any metadata associated with Customer's traffic based on the Edge Router Sampling and the related log created and stored via the Zenedge portal for access by Customer.

**10.13 "Event Data"** means all information relating to the type, nature, identity, signature, source, frequency, reputation and other characteristics of traffic and activity derived or compiled from Attack Data and Edge Router Sampling Data by Zenedge in the course of performing the Service.



**10.14 “Feedback”** means any suggestions, enhancement requests, feedback, or recommendations provided by Customer to Zenedge to improve the Services.

**10.15 “FERPA”** means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.

**10.16 “Internet2 Subscriber Agreement”** means the agreement with respect to the Services between a Subscriber and Internet2.

**10.17 “Legal Request”** means a request pursuant to applicable law (including any public records law or regulation) purporting to require disclosure of any data implicated under this Terms of Service.

**10.18 “Network Flow Data”** means digital records that describe and characterize connections made over a network or are otherwise contained in an IP packet, including data elements such as IP addresses and port numbers for source and destination endpoints, protocols, traffic volume, timestamps, and network interfaces utilized, but excluding the content of communications between endpoints.

**10.19 “Network Service Data”** means all analytical products, including models, reports, and analyses, created or derived by Zenedge in connection with the delivery of the Services. Network Service Data may be compiled, analyzed or otherwise derived from Network Flow Data, aggregated network traffic utilization and performance data, and/or other other server activity data collected by Zenedge in the course of performing the Service. Network Service Data does not include any Customer Data or Personal Data.

**10.20 “Party”** means Zenedge and Customer individually. Collectively, they are “Parties”.

**10.21 “Person”** means an individual, partnership, corporation, limited liability company, university, trust, decedent’s estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

**10.22 “Personal Data”** includes personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined under FERPA; driver’s license number; other state or federal identification numbers such as passport, visa or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account; and such other data and information as may be specified by applicable law as “personal data” or the equivalent thereof.

**10.23 “Proprietary Rights”** means any patent, copyright, trademark, trade secret or other intellectual property right.

**10.24 “Qualified Person(s)”** means (a) a higher education member of Internet2, (b) an Internet2 Research and Education Network Member, (c) a K-12 educational institution, higher education institution, library, museum, or other not-for-profit organization that in Internet2’s reasonable judgment has or facilitates a research or educational mission, or (d) other institutions as agreed to in a signed writing by Internet2 and Zenedge.

**10.25 “Section 2.2 of the MSA”** means Section 2.2 of the Master Service Agreement for DDoS Service entered into between Internet2 and Zenedge.

**10.26 “Security Incident”** means: (a) any unlawful or unauthorized access to any Network Flow Data, Attack Data and/or Edge Router Sampling Data stored on equipment used by or on behalf of Zenedge or in facilities used by or on behalf of Zenedge; or (b) any unlawful or unauthorized access to any equipment used by or on behalf of Zenedge or in facilities used by or on behalf of Zenedge that has resulted in, or Zenedge reasonably expects may result in, loss, disclosure or alteration of any Network Flow Data, Attack Data and/or Edge Router Sampling Data or any such equipment or facilities.

**10.27 “Service Data”** means (a) Network Service Data, (b) Event Data, and (c) Feedback collected by Zenedge in the course of performing the Service. Services Data will not include any Customer Data or Personal Data.

**10.28 “Services”** means the Zenedge for Networks with RapidRPG provided for under this Terms of Service and as set forth in Attachment 1.

**10.29 “SLA”** means the Zenedge Service Level Agreement attached as Attachment 2.

**10.30 “Subscriber”** means any Qualified Person that enters into a Internet2 Subscriber Agreement with Internet2 as contemplated in, and consistent with, the terms of the Internet2 Provider Master Service Agreement for DDoS Service.

**10.31 “Tenant”** means a Qualified Person to whom Subscriber resells the Services, as contemplated in, and consistent with, the terms of the Internet2 Subscriber Agreement between Internet2 and Subscriber. With respect to each Subscriber, Tenant does not include other downstream customers who do not purchase Services from Subscriber.

**10.32 “Tenant Customer Agreement”** means the agreement with respect to the Services between a Subscriber and Tenant.

**10.33 “Third Party Applications”** means any Third Party software or application.

**10.34 “Zenedge”** means Zenedge, Inc., with a place of business located at 18851 NE 29th Avenue, Suite 520, Aventura, FL 33180.

## **Attachment 1**

### **Description of Services**

ZENEDGE for Networks is a cloud based Distributed Denial of Service (DDoS) mitigation platform solution that provides monitoring (with optional RapidBGP™ technology) and on demand Layer 3/4 DDoS mitigation to ensure the availability of a Customer's network when under attack. Each DDoS mitigation center in the ZENEDGE network is based on a Juniper MX480 routing platform and Arbor TMS for high-capacity filtering. This in combination with our optional RapidBGP™ technology that provides rapid DDoS Mitigation through the automatic analysis of DDoS alerts and deployment of routing commands to ensure immediate action is taken when legitimate DDoS attacks are detected, without human intervention. The RapidBGP technology can automatically make the necessary BGP changes after detecting a DDoS attack if Zenedge receive an alert through our monitoring systems via flow data. Zenedge for Networks with RapidBGP™ delivers a DDoS protection solution, managed 24x7 by top cyber-security experts manning our Security Operation Centers.

## Attachment 2

### ZENEDGE SERVICE LEVEL AGREEMENT

#### 1. SERVICE LEVEL AGREEMENT ("SLA"). ZENEDGE commits to provide a level of service demonstrating:

**1.1 100% Uptime.** The Service will be available 100% of the time without qualification.

**1.2 Penalties.** If the Service fails to meet the above service level, Internet2 will receive a credit equal to the result of the Service Credit calculation in Section 6 of this SLA.

#### 2. DEFINITIONS.

**2.1** Capitalized terms used in this SLA and not otherwise defined have the meanings ascribed to them in the Service Order, the Terms of Service, as applicable, except as otherwise noted.

**2.2 "Affected Customer Ratio"** is calculated as follows:

$$\text{Affected Customer Ratio} = \frac{\text{Unique visitors as measured by IP address affected by Unscheduled Service Outage}}{\text{Total unique visitors as measured by IP address}}$$

**2.3 "Agreement"** means the Master Services Agreement for DDoS Services between Zenedge, Inc. and University Corporation for Advanced Internet Development d/b/a Internet2 ("Internet2") dated as of May 17, 2017.

**2.4 "Claim"** means a claim submitted by Customer to ZENEDGE pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Internet2.

**2.5 "Customer"** means (i) a Qualified Person that enters into an Internet2 Subscriber Agreement, or Tenant Customer Agreement (which agreements include the Zenedge Terms of Service), as contemplated in, and consistent with, the terms of the Agreement; and (ii) Internet2, but solely in Internet2's capacity as a direct end-user of the Service (and not in its capacity as a reseller).

**2.6 "Customer Planned Downtime"** is downtime specified by the Customer that is to be excluded from any calculation of an Outage Period. This would apply to any time when the Customer has requested Service access suspended from their environment.

**2.7 "Customer Support"** means the services by which ZENEDGE may provide assistance to Customer to resolve issues with the Services.

**2.8 "Force Majeure"** refers to any downtime minutes that are the result of events or conditions beyond ZENEDGE's reasonable control. Such events might include but are not limited to any acts of common enemy, the elements, earthquakes, floods, fires, epidemics, and inability to secure products or services from other persons or entities.

**2.9 "Incident"** means any set of circumstances resulting in a failure to meet a Service Level.

**2.10 "Outage Period"** is equal to the number of downtime minutes resulting from an Unscheduled Service Outage.

**2.11 “Scheduled Availability”** is the total number of minutes in the month minus any Customer Planned Downtime, and downtime caused by Force Majeure.

**2.12 “Service”** means the Zenedge for Networks (with optional RapidBGP, if ordered by Customer) as further specified in the applicable Service Order, excluding any on-premises hardware or software.

**2.13 “Service Credit”** is the percentage of the monthly service fees for the Service that is credited to Internet2 for a validated Claim.

**2.14 “Service Level”** means standards ZENEDGE chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.

**2.15 “Terms of Service”** means the Zenedge “Terms of Service” that are attached as an exhibit to the Agreement.

**2.16 “Unscheduled Service Outage”** are those interruptions to the Service that have not been previously communicated to the Customer and that result in the Customer’s application being unavailable to its customers or users. Unscheduled Service Outages exclude downtime minutes resulting from Customer Planned Downtime or downtime cause by Force Majeure.

### **3. SERVICE CREDIT CLAIMS**

**3.1** ZENEDGE provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the Service Order. If the Service Order is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term.

**3.2** In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by ZENEDGE in **ZENEDGE CUSTOMER SUPPORT TERMS**, within five business days following the Incident.

**3.3** To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Incident.

**3.4** In order for ZENEDGE to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident which is the subject of the Claim occurs.

**3.5** ZENEDGE will use all information reasonably available to it to validate Claims and make a good faith objectively justifiable judgment on whether the SLA and Service Levels apply to the Claim.

### **4. SLA EXCLUSIONS**

**4.1** This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- (a)** Due to factors outside ZENEDGE’s reasonable control or those of its contracted third-party providers (excluding for ZENEDGE’s third-party hosting provider);
- (b)** That resulted from Customer’s or third party hardware or software;
- (c)** That resulted from actions or inactions, other than in accordance with the documentation applicable to the use of the Services, of Customer or third parties other than ZENEDGE’s contracted third-party providers, ; or
- (d)** Caused by Customer’s use of the Service after ZENEDGE advised Customer to modify its use of the Service without sacrificing or decreasing any features, quality, or performance, if Customer did not modify its use as advised ;

(e) During beta and trial Services (as determined by ZENEDGE and communicated in advance to Customer);

## **5. SERVICE CREDITS**

**5.1** The amount and method of calculation of Service Credits is described below in Section 6.

**5.2** Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.

**5.3** The total amount of Service Credits awarded to an individual Customer in any yearly billing period shall not, under any circumstance, exceed six (6) months of the cumulative total monthly service fees paid by Internet2 to Zenedge on behalf of such Customer.

**5.4** Service Credits for this SLA will only be calculated against monthly recurring fees associated with the Service and paid to Zenedge by Internet2 on behalf of the applicable Customer.

## **6. SERVICE CREDIT CALCULATION.**

**6.1** For any and each Outage Period during a monthly billing period ZENEDGE will provide as a Service Credit an amount calculated as follows:  $\text{Service Credit} = (\text{Outage Period minutes} * \text{Affected Customer Ratio}) \div \text{Scheduled Availability minutes}$

## **7. METHODOLOGY**

**7.1** ZENEDGE will implement and maintain commercially reasonable measures to monitor the availability and performance of the Service and the availability of Customer's Data. ZENEDGE will promptly review each outage reported by a Customer to verify Customer's reported Outage Periods.

**7.2** ZENEDGE will use all information reasonably available to it in order to calculate the Affected Customer Ratio during an Outage Period, including analysis of Service Data ((for purposes of Internet2 as a Customer, Service Data is as defined in the Agreement) immediately prior to the Outage Period to estimate the ratio of a Customer's visitors that were affected during an Outage Period at one or more of ZENEDGE's data centers.

## ZENEDGE CUSTOMER SUPPORT TERMS

ZENEDGE commits to provide support services as described below:

### 1. DEFINITIONS

**1.1 “Claim”** means a claim submitted by Customer to ZENEDGE pursuant to this support agreement.

**1.2 “Customer Support”** means the services by which ZENEDGE may provide assistance to Customer to resolve issues with the Services.

**1.3 “P1 Issue”** shall mean any Customer Support issue where Service is significantly impaired and unavailable to multiple user locations. Example: multiple sites are affected.

**1.4 “P2 Issue”** shall mean any Customer Support issue where Customer experiences a repeatable inability to use the Service from a single location or region. Example: localized denial of service issue. This might be to a single site or even a single server.

**1.3 “P3 Issue”** shall mean any Customer Support issue that is a non-urgent matter or information request. Examples: Information requests, reports or usage questions, clarification of Documentation, or any feature enhancement suggestions.

### 2. ACCESS TO SUPPORT

**2.1 Online Support.** Customer will have access to an online support center where the Customer may i.) open a Claim, ii.) send ZENEDGE information by which to resolve issues with the Service, iii.) check on the status of open Claims, iv.) track any correspondence between Customer and ZENEDGE developer support engineers and v.) access other informational resources to resolve issues with the Service.

**2.2 Telephone Support.** Customer will have access to a phone number to call to report potential issues with the Service. Issues with the Service will be escalated to ZENEDGE’s pooled technical support team to investigate and correct.

**2.3** Customer may access more information regarding support options at <https://support.zenedge.com/hc/en-us>.

### 3. SCOPE OF CUSTOMER SUPPORT

**3.1** Customer Support for the Service covers development and production issues for the Service, along with other key Service components. Customer Support shall further cover:

- (a) Informational and implementation questions about the Service and all Service features;
- (b) Best practices to help you successfully integrate and manage the Service;
- (c) Troubleshooting operational or systemic problems with the Service;
- (d) Troubleshooting API issues; and
- (e) Issues with Customer console or other ZENEDGE tools.

**3.2** Customer Support does not include code development or debugging of Customer web site(s) or software.

**3.3** Only a Customer’s Authorized Users may submit Claims to Customer Support.

#### 4. RESPONSE TIMES AND AVAILABILITY

4.1 Our first-contact response times are based on your chosen severity level for each Claim. We're committed to providing a response within the timeframes described below.

- (a) P1 Issue. 1 hour.
- (b) P2 Issue. 2 hours.
- (c) P3 Issue. 1 day.

4.2 Telephone Support is available 24x7x365 for all P1 issues and during normal business hours for P2 and P3 issues.

4.3 All support Claims reported via e-mail or to Online Support will be considered P3 issues.

4.4 Targeted and average TTM response times for various attack types are as follows:

Attack Type	TTM - Target	TTM - Average
UDP/ICMP Floods	1 minute or less	1 minute or less
SYN Flood	1 minute or less	5 minutes or less
TCP Flag Abuses	1 minute or less	5 minutes or less
GET/POST floods	1 minute or less	5 minutes or less
DNS Reflection	1 minute or less	5 minutes or less
DNS Attack	1 minute or less	5 minutes or less

#### 5. RESOLVED QUERIES

5.1 After ZENEDGE's response to Customer's Claim, ZENEDGE will work with Customer to identify and resolve its issue. A Claim is considered resolved if:

- (a) Customer's issue is resolved;
- (b) The source of the issue lies with a third party. (In which case, ZENEDGE will continue to be a resource as Customer works with the third party on resolution.)
- (c) Customer does not respond to a query or request from ZENEDGE after seven (7) consecutive days.