



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 11-03-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0705 0705 LOT2600000001 1	Procurement Folder:	1829563
Document Name:	Telecommunications Data Transport Services	Reason for Modification:	
Document Description:	Telecommunications Data Transport Services	Award for CSSD LOT26*02	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000190764 VERIZON BUSINESS ONE VERIZON WAY BASKING RIDGE NJ 07920 US Vendor Contact Phone: 800-825-4850 Extension: 3525 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Thomas P Hymes Requestor Phone: 304-558-2350 Requestor Email: thymes@wvlottery.com <h1>2026</h1> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US

CR 11-4-25

Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION

DATE: *Mark A. [Signature]* 11/04/2025
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *[Signature]*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *[Signature]* 11-7-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Open-End Contract: Direct Award (Pursuant to WV Code 5A-3-10c)

Award of CSSD LOT26*02 - Telecommunications Data Transport Services

The vendor, VERIZON BUSINESS, agrees to enter into this open-end contract with The West Virginia State Lottery Commission to provide Telecommunications Data Transport Services as detailed in the attached quote terms and conditions attached hereto and incorporated herein by reference.

Effective Dates 07/01/2025 - 06/30/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700				0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Telecommunications Data Transport Services

Extended Description:

Please see Vendor's SOW for more information

AUTHORIZED USER AGREEMENT

BETWEEN

WEST VIRGINIA STATE LOTTERY

AND

VERIZON BUSINESS NETWORK SERVICES, LLC

This Authorized User Agreement ("Agreement") is between the West Virginia Lottery ("Lottery") and Verizon Business Network Services, LLC ("Verizon"). This Effective Date of this Agreement is July 1, 2025.

WHEREAS, Verizon provides services to the Lottery under the West Virginia Telecommunications Transport Services Contract (the "Contract") entered into between Verizon and the West Virginia Office of Technology ("WVOT"). The Contract expires on June 30, 2025; and

WHEREAS, Lottery has determined that there is a need to continue obtaining data transport services from Verizon for a limited period, not to exceed one year from the Effective Date. Accordingly, the term of this Agreement is July 1, 2025 through June 30, 2026. No additional services may be ordered; and

WHEREAS, WVOT issued a Telecommunications Change Request 20241025-8888 (TCR) on October 25, 2024 authorizing the transition of Lottery "data circuits to Direct Bill on 11/1/2024 or as soon as possible."

WHEREAS, the parties wish to create an agreement whereby Lottery is receiving the services it was receiving under the WVOT Contract and allow for the transition of services outlined in the TCR.

NOW THEREFORE, Lottery and Verizon agree to enter into this Agreement and transfer the Assigned Services (as defined below) from the WVOT Contract to this Agreement.

1. Authorized User Agreement

The Authorized User Agreement between the Parties consists of the following documents listed below in the following order of precedence:

- (i) This Agreement setting forth the final agreement between the Parties, including all attachments and exhibits attached hereto
- (ii) State of West Virginia Addendum to Vendor's Standard Contractual Forms, attached hereto as Exhibit A.
- (iii) Updated Pricing, attached hereto as Exhibit B.
- (iv) West Virginia terms and conditions (WV-96), attached hereto as Exhibit C.
- (v) Verizon U.S. Services Agreement and Service Attachments, attached hereto as Exhibit D.

2. Transfer of Service

The Parties wish to assign the services identified in Exhibit A (the "Assigned Services") from the WVOT to Lottery. The Assigned Services are currently subject to the WVOT Contract identified by Verizon CID 420632 (and billing under Corp ID 93380167). After the transfer the Assigned Services will be subject to Lottery's Agreement.

State of West Virginia authorized the transition of services via TCR on October 25, 2024. *See Exhibit D.* As of the Effective Date, Lottery will be the customer of record for the Assigned Services.

3. Billing

Upon execution of this Authorized User Agreement, Verizon will commence billing of active services from the contract Effective Date, July 1, 2025.

Verizon Business Network Services LLC

By: David Brown
Name: David Brown
Title: Sr. Director
Date: 07/29/2025

West Virginia State Lottery


By: 
Name: David R. Bradley
Title: Acting Director
Date: 7/30/25

EXHIBIT A

WV-96
1/1/2019

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.
- Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Lottery Commission

By: 

Printed Name: David R. Bradley

Title: Acting Director

Date: 7/30/25

Vendor: Verizon Business Network Services LLC

By: 

Printed Name: David K. Brown

Title: Director

Date: 07/28/2025

EXHIBIT B

NOTE:

- there is no termination liability
- services currently billing under Corp ID 93380167 will be transitioned to the Lottery Agreement
- no additional services may be ordered

WAN Analysis is \$0

ETM Reporting is \$0

Access

Facility Type	Bandwidth	Interface	CLLI	MRC
EA Standard (ILEC)	10 Mbps	FET	TYHGWVBT	\$596.25
EA Standard (ILEC)	10 Mbps	FET	CHESWVCW	\$596.25
EA Standard (ILEC)	10 Mbps	FET	WRTNWVDW	\$596.25
Type 4	10 Mbps	FET	CHTWWVXA	\$596.25
Type 4 (CLEC Native Ethernet Tier 18)	10 Mbps	FET	WSSPWVDR	\$596.25
Type 4 (CLEC Native Ethernet Tier 18)	10 Mbps	FET	SNCRWVCL	\$596.25
Type 4 (CLEC Native Ethernet Tier 18)	10 Mbps	FET	CLBGWVMA	\$596.25
Type 4 (CLEC Native Ethernet Tier 18)	10 Mbps	FET	CHTNWVLE	\$596.25
Type 4 (CLEC Native Ethernet Tier 18)	100 Mbps	GBE	CLBGWVMA	\$1,205.00
Type 4 (CLEC Native Ethernet Tier 18)	100 Mbps	GBE	CHTNWVLE	\$1,205.00
EA Standard (ILEC)	20 Mbps	FET	WLNGWVCP	\$733.75

Private IP

PIP Circuit Type	Bandwidth	MRC
Ethernet Port	100 Mbps	\$677.50
Ethernet Port	10 Mbps	\$244.00
Ethernet Port	20 Mbps	\$278.75
Gold CAR	5 Mbps	\$0.00

EXHIBIT C

WV-96
Rev. 5/16

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUS OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement

are hereby deleted.

11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB Destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

EXHIBIT D

United States Service Agreement Master Terms

1.SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service. Services (including features and options) may be subject to availability limitations.
- 1.2 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors. Customer will provide notice to Verizon if it does not want to use the NSS Process.

2.CHARGES, PAYMENT, TAXES, AND PURCHASE COMMITMENTS

- 2.1 **Charges.** Customer shall pay the applicable Charges for Services as specified in the Agreement. Unless otherwise expressly set out in the Agreement, Verizon may change its Charges as follows: (a) for voice Services, upon seven days' notice to Customer; and (b) for all other Services upon 30 days' notice to Customer to take effect, (i) immediately for Services with no Purchase Commitment, or (ii) for Services with a Purchase Commitment at any time after the expiration of the Volume Commitment Period and/or Service Commitment (as applicable).
- 2.2 **Online Charges.** If the Agreement incorporates online Charges, those Charges may be supplemented by the Charges for new Service options as they become available, such as faster speeds and advanced features. Any such new Charges will be clearly distinguished from existing Charges, which will not be affected. Customer may order such new Service options at the referenced Charges, subject to applicable terms. If the Agreement does not already contain the appropriate terms, an amendment may be needed.
- 2.3 **Activation.** Customer is deemed to have accepted Services on the Activation Date. Charges are accrued and invoiced as follows: (a) Recurring Charges accrue from the Activation Date and are invoiced in advance; (b) usage based Charges accrue from the Activation Date and are invoiced in arrears; (c) NRCs accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Third Party Charges are invoiced in accordance with the Order or Service Attachment. For Charges invoiced more than six months after the date a Charge accrues Customer may obtain a credit on request (except in cases involving fraud or Third Party Charges).
- 2.4 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services, Verizon may deem a date to be the Activation Date (whether the Services are ready for use or not) by notice to Customer and Charges will accrue in accordance with the clause entitled Activation; or (b) requests a delay; then in either case Customer shall be liable for any third party costs incurred by Verizon

relating to the affected Services at a Customer Site during the period of delay.

- 2.5 **Payment.** Customer shall pay Verizon invoices within 30 days of the relevant invoice date in accordance with the remittance instructions on the invoice.
- 2.6 **Financial Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Financial Security or increase existing Financial Security. Customer must comply with any such request.
- 2.7 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid Charges. If a Disputed Amount is found to be owed, any withheld amount must be paid within five days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.
- 2.8 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due, and will accrue interest from the Due Date until payment at the rate of (a) 1.5% per month (compounded monthly) or (b) the maximum amount allowed where that rate is not permitted by applicable law or regulation. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, Taxes, and Purchase Commitments.
- 2.9 **Taxes.** All Charges are exclusive of Taxes. Customer shall pay any Taxes that apply to Charges. Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.
- 2.10 **Purchase Commitments**
- 2.10.1 **Volume Commitments**
- 2.10.1.1 **Volume Commitment Obligations.** Where a Volume Commitment applies, Customer shall pay Verizon the amount of Eligible Charges required to meet the relevant Volume

Commitment within the applicable measurement period. If, at the end of any Contract Year or Volume Commitment Period (as applicable), the Eligible Charges Customer has paid are less than the Volume Commitment, then Customer shall pay an Underutilization Charge equal to 75% of the shortfall (or other percentage detailed elsewhere in the Agreement).

2.10.1.2 Responsible Party. The Customer entity that is the Party to the USSA (not a Participating Entity) remains responsible in all respects for any failure to meet any Volume Commitment.

2.10.2 Service Commitment Period. For Optimized Services, no Service Commitment applies unless it is stated in the Agreement. For non-Optimized Services, a minimum one year Service Commitment applies unless otherwise stated in the Agreement. For all Services, any Service Commitment stated in an Order will take precedence over conflicting information elsewhere in the Agreement.

2.10.3 Purchase Commitment Expiration. Upon expiration of a Volume Commitment Period and/or Service Commitment (as applicable), the associated Service automatically continues until either Party terminates it under the terms of the Agreement.

2.10.4 Extended Service Commitment. Any Service Commitment agreed upon after November 2, 2022, for a service listed at this www.verizon.com/business/service_guide/reg/auto-renewal-services.pdf (which services may change from time to time), under an Agreement where all Services are priced at the time of Order and no Volume Commitment exists, **will automatically renew upon its expiration for a one-year period** (each year), unless Customer gives notice to Verizon of its intent not to auto-renew it at least 30 days prior to the expiration of the Service Commitment. That notice must be given by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time; no other form of notice meets this requirement. If Customer opts out of the auto-renewal, upon expiration of the Service Commitment, Customer's recurring Charges for each affected Service automatically will increase by 10% 30 days following the expiration of the Service Commitment. This provision does not apply to any customer receiving E-rate funding under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company.

3.TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

3.1 Term. The Agreement will remain in force and the Services under it will continue to be provided unless and until terminated by either Party in accordance with the Agreement.

3.1.1 Extended Term. For standalone Agreements for Optimized Services with a Volume Commitment, upon expiration of a Volume Commitment Period, the Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume

Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.

3.2 Customer Termination for Convenience

3.2.1 Termination Notice. Unless otherwise specified in the Agreement and subject to the clauses entitled Consequences of Termination, Verizon Enterprise Center (VEC) Termination Requirement and Notices, Customer may terminate the Agreement or Services at any time for Convenience as follows:

- (a) for Services, upon providing to Verizon no less than: (i) 30 days' notice for Services provided solely to locations in the U.S.; and (ii) 60 days' notice for all other Services; or
- (b) for the Agreement, upon providing to Verizon no less than 60 days' notice.

3.2.2 Date of Termination. Termination for Convenience takes effect on: (a) the end of the period of notice; or (b) if Customer specifies a later date, the day that Verizon actually disconnects a Service (or in the case of termination of the Agreement, the day Verizon disconnects the last Service).

3.2.3 Verizon Enterprise Center (VEC) Termination Requirement. Customer may only terminate Services for Convenience by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) has no effect, even if actually received by Verizon.

3.2.4 Moves and Changes. Moving or changing (i.e., upgrading or downgrading) an existing Service is deemed to be a Termination for Convenience of that Service by Customer. Customer is responsible for terminating the existing Service affected by the move or change. Customer may arrange with Verizon (in writing) to coordinate the move or change.

3.3 Verizon Termination for Convenience. Verizon may terminate a Service or the Agreement for Convenience on 60 days' notice to Customer provided all applicable Volume Commitment Periods and/or Service Commitments have expired. Verizon may also terminate a Service as specified in a Service Attachment.

3.4 Termination for Cause or Insolvency

3.4.1 Cause. Either Party may terminate for Cause immediately, by notice: (a) the Agreement

where the Cause has application to all Services then provided under the Agreement; or (b) the affected Services.

- 3.4.2 Insolvency.** Either Party may immediately terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.5 Consequences of Termination

- 3.5.1 Consequences of Termination for Convenience.** If the Agreement or a Service is terminated by Customer for Convenience, then Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (a) all accrued but unpaid Charges incurred up to and including the date of such termination; (b) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (c) any applicable Early Termination Charges.

- 3.5.2 Consequences of Termination for Cause or Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction, the amounts set out in the clause entitled Consequences of Termination for Convenience. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation.

3.5.3 Early Termination Charges

- 3.5.3.1 Service Commitment.** If Services subject to a Service Commitment are terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, on or after the:

- (a) Commencement Date but before the Activation Date, Customer shall pay cancellation Charges (if any) specified in the Service Attachment together with any third party termination charges related to such termination as notified by Verizon; or
- (b) Activation Date but prior to the expiration of the Service Commitment, Customer shall pay an Early Termination Charge equal to 75% (or other percentage detailed elsewhere in the Agreement) of the Recurring Charges that would have been payable for those Services for the remaining unexpired part of the Service Commitment.

- 3.5.3.2 Early Termination Charges for Moves, Changes.** For qualified moves and changes to Optimized Services, the Early Termination Charge described in part (b) of the clause entitled Service Commitment will be reduced by the Recurring Charges for the replacement Optimized Service in the new Service Commitment. To qualify, Customer must identify the Optimized Service that is to be terminated in connection with a move or change at the same time the replacement Optimized Service is ordered, with related coordinated implementation.

3.5.3.3 Volume Commitment. If the Agreement contains a Volume Commitment and is terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, Customer shall pay an Early Termination Charge equal to: (a) the percentage detailed in the Agreement of the shortfall in any Volume Commitment(s) in the Contract Year of termination; and (b) the percentage detailed in the Agreement of the aggregate of the remaining applicable Volume Commitments.

4.SERVICE SUSPENSION. Verizon may suspend one or more Services (or a part thereof) if: (a) Customer fails to pay any past due amounts for Services within 10 days after Customer receives notice of such non-payment; or (b) necessary to: (i) prevent or mitigate fraud, (ii) protect persons or property or protect the integrity or normal operation of Verizon Facilities, (iii) comply with law or regulation, or (iv) undertake Emergency Works; or (c) Verizon has reasonable grounds to consider that use of the Services violates the AUP. Verizon will give to Customer reasonable notice of the suspension where practicable, except in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer shall pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

5.AVAILABILITY OF SERVICES. If Verizon cannot fulfill an Order (after the Commencement Date) for reasons other than Force Majeure Event, after making commercially reasonable efforts to fulfill such Order, Verizon will notify Customer as soon as possible and where available, Verizon will advise Customer of any alternative Service offerings. In any event Verizon will have no further obligation to provide the Service under that Order.

6.SERVICE LEVEL AGREEMENT (SLA). Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without termination liability (except for payment of all Charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days' notice of termination during the 30 days following the posting or notice of such amendment, as applicable. Customer is not entitled to terminate if, within 30 days of receipt of Customer's notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claims with respect to Services to which the SLA relates. Verizon records and data are the basis for all SLA calculations and determinations.

7.EVOLUTION OF SERVICES. The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part. Accordingly, Verizon may terminate

Services without liability upon not less than six months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its customers). Verizon may cease to offer new instances of a Service in whole or in part at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.

8.LIABILITY

8.1 Liability - Limitations. Subject to the clauses entitled Liability - Exclusions and Liability - Inclusions:

8.1.1 **Aggregate Liability.** The aggregate liability of either: (a) Customer, its Affiliates and Participating Entities; or (b) Verizon and its Affiliates, to the others collectively for any and all Events in an Annual Period is limited to an amount equal to 12 times the Average Monthly Charges. For the purpose of this clause and calculation, where: (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) an Event is a series of connected Events, such will be deemed to have occurred in the Annual Period in which the first Event occurred.

8.1.2 **CPE Liability.** To the extent that Verizon sells CPE to Customer that is not managed by Verizon, the entire liability of Verizon and its Affiliates for all and any Events arising from that CPE is limited to the Charges for the specific CPE giving rise to the particular Event.

8.1.3 **Independent Operation.** The clause entitled CPE Liability operates independently to and to the exclusion of the aggregate liability limitation detailed in the clause entitled Aggregate Liability.

8.2 **Liability - Exclusions.** Subject to the clause entitled Liability - Inclusions below, neither: (a) Customer, Customer Affiliates and Participating Entities; nor (b) Verizon and Verizon Affiliates, will be liable to the others for any indirect and/or consequential loss and, whether direct or indirect, for any: (i) loss of revenue and/or profit; (ii) loss of savings, including anticipated savings; (iii) loss of contract, sales and/or business; (iv) loss or corruption of data (except that arising following a breach of the Clause entitled Personal Data); (v) loss of goodwill and/or damage to reputation; (vi) wasted expenditure; and (vi) special, incidental, exemplary and/or punitive damages.

8.3 **Liability - Inclusions.** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached: (a) any liability relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a Party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law; (d) any liability of Customer and Participating Entity in respect of non-payment, including any claim for interest.

8.4 **Warranty/Disclaimer.** Except as expressly set out in the Agreement, all warranties,

representations, or agreements, with respect to the provision of Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law and regulation. All other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose are excluded, to the extent permitted by law and regulation. Verizon does not warrant that any network, computer systems, and Services are fully secure. Verizon does not warrant that use of any of the Services will be uninterrupted or error-free or that Verizon will correct all defects or prevent third party disruptions or unauthorized third party access to the Services.

9.PERSONAL DATA AND CONFIDENTIALITY

- 9.1 **Personal Data.** Verizon will implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, or unauthorized disclosure or access. Additionally, for Services that require Verizon to collect or process Personal Data, the following URLs apply to such collection and processing and are deemed incorporated into the Agreement:

(a) where GDPR Regulation (EU) 2016/679 and other non-US privacy laws or regulations apply:
www.verizon.com/business/service_guide/reg/regulated_customer_data.pdf, and

(b) where US state-specific privacy laws or regulations apply:
www.verizon.com/business/service_guide/reg/state.htm.

- 9.2 **Confidentiality.** Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement: (a) use the other Party's Confidential Information only for purposes of the Agreement; (b) not disclose it to third parties except as provided below; and (c) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. Verizon also may share Confidential Information among Verizon Affiliates, and with other third parties subject to nondisclosure protection, solely to offer current and future Verizon products and services. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed provided however that a Party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to

be subject to requirements of confidentiality set out in this clause entitled Confidentiality.

10.CUSTOMER OBLIGATIONS

- 10.1 **Physical Access to Customer Site.** Where Verizon or its Third Party providers require access to a Customer Site, Customer will grant or will procure the grant to Verizon or its Third Party provider such access including all licenses, waivers and consents as necessary to install, construct, or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to install, replace, operate, and maintain Service Equipment at the Customer Site. Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 10.2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations or exercise its rights under the Agreement or an Order, including with respect to Verizon's implementation of new processes or systems.
- 10.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it will: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Services, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

11.SOFTWARE AND DOCUMENTATION. Software not otherwise subject to a separate agreement or license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of applicable fees, Customer is granted a License. Customer may not use, offer or license the Software to provide Services or substantially the same Services to any third party (except Affiliates), whether on a stand-alone basis or in combination with any other software or materials. Customer may make one copy of the Software, other than

the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of the clause entitled Confidentiality. Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any Agreement or Order between Verizon and Customer pertaining to the Software, (ii) termination of the Services with which the Software is intended for use, or (iii) failure of Customer to comply with any provisions of this clause entitled Software and Documentation. Upon termination of any License, at Customer's option, Customer will promptly either: (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.

12.USE OF SUBCONTRACTORS/AFFILIATES. Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors in connection with the performance of its obligations.

13.RESALE OF SERVICES. Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party unless explicitly detailed otherwise in the Agreement. The application of this clause is subject to applicable law and regulation.

14.ACCEPTABLE USE POLICY (AUP). Use of Verizon IP Services must comply with the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP will apply). The applicable AUP is available at the following URL: www.verizon.com/business/terms/ or other URL designated by Verizon. Customer will ensure that each user of the Services complies with the AUP.

15.IP ADDRESSES. Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Services for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.

16.CONTENT DISCLAIMER. Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer is solely responsible for selecting and using the level of security protection needed for Content, including without limitation Customer Data, individual health and financial Content.

17.GENERAL

- 17.1 **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. For example, transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law and regulatory requirements. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations.
- 17.2 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of New York, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Southern District of New York or state courts within the City of New York, as applicable.
- 17.3 **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York before a single arbitrator unless the parties agree to additional arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under the Agreement must be pursued on an individual basis. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Agreement on a class basis. Notwithstanding the Governing Law provision, the Federal Arbitration Act shall apply to any arbitration under this Agreement.
- 17.4 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available, delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site. In the Philippines, delivery of Service Equipment will be Free Carrier (FCA) (Customer designated port). For avoidance of doubt, in all cases for import into the Philippines, Customer will act as the importer of record or otherwise cause the Service Equipment to be imported.
- 17.5 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.

- 17.6 **Assignment.** Either Party may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that includes this Agreement without the other Party's consent, provided in the case of Customer, the assignee is an entity of the same country as the Verizon entity contracting and invoicing for the affected Services and meets Verizon's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed).
- 17.7 **Notices.** Except as otherwise stated in the Agreement, all notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified below and for Customer, as specified, or if no such address is specified, the registered address of Customer. Notice may be transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt or, for Verizon only, via invoice message. Notice sent in accordance with this clause is effective when received, except for email notice, which is effective the Business Day after being sent.

Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Basking Ridge Mail Hub One Verizon Way Basking Ridge, NJ 07920 Attn: Legal Intake

- 17.8 **Relationship of the Parties.** Verizon is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations.
- 17.9 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are intended by their nature to survive expiration or termination (including, without limitation, Liability and Personal Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).
- 17.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by

the Agreement or any transaction under it.

- 17.11 **Force Majeure.** Any failure by a Party to perform an obligation (other than a failure to make payment) under the Agreement that is the result of a Force Majeure Event is not a breach of the Agreement. A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. The time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligation(s) with respect to a Service for 30 days, either Party may in its sole discretion immediately terminate such Service with notice to the other Party; provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with comparable Service(s). Upon such termination, Verizon is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and Verizon will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.
- 17.12 **Counterparts and eSign.** Where a signature is required, an Order or the USSA may be executed in one or more counterparts, each of which is deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or the USSA may be executed by eSign if available.
- 17.13 **Order of Precedence.** In the case of any inconsistency, the USSA takes precedence over Orders. Within the USSA, the order of precedence (in descending priority) is: Master Terms, Service Attachments and Pricing. Within each of those parts of the Agreement, those terms set out directly into the document to which Customer is a Party take precedence over any online terms.
- 17.14 **Changes to Online Terms.** Verizon may change the online Master Terms and Service Terms from time to time, effective upon 15 days posting or other notice. By continuing to use Service(s) after a change becomes effective, Customer agrees to be bound by the changed terms, which apply to new and previously-ordered Services. It is Customer's responsibility to check the online Master Terms and Service Terms regularly for changes.
- 17.15 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.

18.CPNI Consent for Marketing. Verizon wants to offer Customer customized solutions to support Customer's business needs. To facilitate this, Customer consents to the use and sharing

of CPNI (Customer Proprietary Network Information) within the Verizon family of Affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer's subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com and consent remains valid until updated by Customer.

19.PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVES.

- 19.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or the USSA.
- 19.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon representative under the USSA (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
- 19.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.
- 19.4 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

19.5 **Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:

- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
- (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable).

19.6 **CPNI Authorizers.** At all times that the Agreement is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under the USSA as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

20. DEFINITIONS. Capitalized terms contained in the Agreement are defined as follows: "++" after a Service name indicates the Service is an Optimized Service.

"Acceptance Date" as used in any Order or Service Attachment, means Activation Date.

"Activation Date" means: (a) with respect to Internet, data and on-network voice Services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice Services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of: (i) the date identified in the relevant Service Attachment or Order, (ii) the date that Verizon informs Customer that Services are ready for use, (iii) the date Customer first uses Services or (iv) for CPE deployment services under the CPE Service Attachment, the date on which the deployment acceptance process and Customer signature requirements specified therein are completed; and (d) in the case of existing Services that are renewed, the date that is stated on the Order.

"Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon or Customer, as applicable.

"Agreement" means the USSA together with all Orders entered into pursuant thereto.

"Annual Period" means the 12 month period beginning on the Commencement Date of the USSA, and each anniversary thereafter.

"Annual Volume Commitment" or "AVC" means the total Eligible Charges which Customer must pay during each Contract Year of the Volume Commitment Period.

"AUP" means the applicable Verizon Acceptable Use Policy.

"Average Monthly Charges" means all Charges (save for any Charges relating to the sale of CPE) which: (a) have been invoiced; and (b) will be invoiced during the relevant Annual Period to Customer and its Participating Entities under the Agreement and calculated as a monthly average across the Annual Period.

"Business Day" means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site.

"Cause" means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which: (a) is incapable of remedy; or (b) if capable of remedy, remains uncured for 30 days from written notice of such breach; or (c) in the case of Customer's failure to pay any past due amount, 10 days from notice of such failure.

"Charges" means all amounts owed by Customer relating to the provision of Services as set out in the Agreement, and including Underutilization Charges and Early Termination Charges.

"Commencement Date" means: (a) for the USSA, the date on which both Parties agree to be bound by (whether by execution or some other method) the USSA; (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order or Verizon commences performance, whichever is the earlier; and (c) for a NSS the date that the Order is acknowledged by Verizon email to Customer.

"Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to the Agreement including the existence of the Agreement itself; (c) relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of the clause entitled Confidentiality, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information.

"Content" means anything that can be accessed, received, transmitted, stored, processed or used (whether actively or passively) including any form of information, audio, image, computer program or other functionality.

"Contract" has the same meaning as an effective and binding Order.

"Contract Year" means the 12 month period beginning from the first day of the Volume

Commitment Period and each anniversary thereafter, or as set forth in the Agreement.

“Convenience” means the right of a Party to terminate a Service or the Agreement (as relevant) as detailed in the clauses entitled Customer Termination for Convenience and Verizon Termination for Convenience.

“CPE Services” means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.

“Customer” means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as the context requires.

“Customer Data” means data of Customer or its end users that Verizon receives, stores and processes by virtue of providing Services. A reference to Customer Data will include Personal Data where applicable.

“Customer Equipment” means any equipment, systems, software, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site. Ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.

“Customer Premises Equipment” or “CPE” means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order.

“Customer Site” means the location specified by Customer at which Services are to be provided.

“Disputed Amount” means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

“Due Date” means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement.

“eSign” means the process designated by Verizon which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature.

“Early Termination Charges” means the charges calculated in accordance with the clause entitled Early Termination Charges.

“Eligible Charges” means all Charges, after application of all discounts and credits, incurred by Customer and its Participating Entities, specifically excluding: (a) Taxes; (b) Charges for CPE and CPE Services; (c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services; (d) non-recurring charges; (e) Governmental Charges.

“Emergency Works” mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing

or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by the Verizon Facilities; (c) substantial loss to Verizon or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.

“Event” means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract, warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise. One or more Events that are connected are deemed to be the same Event. An Event that occurs: (a) preceding the execution of these Master Terms, shall be deemed to have occurred during the first Annual Period; and (b) subsequent to the termination or earlier cessation of the Agreement, shall be deemed to have occurred during the final Annual Period in which the Agreement remained in force.

“Financial Security” means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee, or any combination of these.

“Force Majeure Event” means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, sanctions, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, epidemics, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

“Governmental Charges” means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges and payphone use charges, or any successor of any such charges.

An “Insolvency Event” occurs when a Party: (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) passes a resolution for its voluntary dissolution or liquidation; (d) has a receiver or manager appointed over all, or substantially all, of its assets; (e) makes an assignment for the benefit of all, or substantially all, of its creditors; (f) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations; (g) becomes incapable of paying its undisputed debts when due; or (h) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

“License” means a personal, non-exclusive, non-transferable, non-sublicensable license to use Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment.

“Master Terms” means the terms and conditions set out in this document including any Addendum or Exhibit explicitly modifying the Master Terms. The Master Terms may also

be referred to as the online Master Terms.

“MRC” means Recurring Charges that are invoiced monthly.

“Normal Business Hours” or “Normal Working Hours” or “Business Hours” means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.

“NRC” means non-Recurring Charges (one-time Charges).

“NSS” stands for No Sign SOF which is an Order accepted by Verizon via the NSS Process.

“NSS Process” means the process by which Verizon acknowledges and accepts an Order without requiring a Customer signature

“Optimized Service” means any Service, Software and CPE (including any CPE Services) optimized for Verizon’s automation platform, which is indicated by ‘+’ after the Service name (e.g., ‘Private IP +’). The ‘+’ is not a part of the Service name.

“Order” means a Customer request for one or more Services or a move, add or change to an existing Service, that is delivered by Customer to Verizon and effective and binding upon the Commencement Date.

“Participating Entity” means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) the USSA under Verizon’s processes to contract for Services via an Order in Participating Entity’s own name subject to the terms of the Agreement.

“Party” means the particular Verizon or Customer entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as applicable and “Parties” will be construed accordingly.

“Personal Data” means data the use, processing or transfer of which is regulated by law or regulation applicable to Verizon as personal data/personally identifiable information.

“Privacy Policy” means the applicable Verizon Privacy Policy set out at <http://www.verizon.com/about/privacy/>

“Purchase Commitment” means a Service Commitment or a Volume Commitment. A Service may be subject to both a Service Commitment and a Volume Commitment if specified in the USSA or Order.

“Recurring Charges” means Charges for Services that are invoiced at regular intervals such as monthly or annually.

“Services” means the specific services, and CPE (including any CPE Services) provided under the Agreement and may include Third Party services.

“Service Activation Date” means the same as Activation Date.

“Service Attachment” means an online or H document containing the terms for one or more Services. A Service Attachment may also be referred to as an Online Service Attachment, an Attachment or Service Terms.

“Service Commitment” is effective on the Commencement Date and means the period of time after the Activation Date for which Customer is committed to pay for a particular Service, if any, as set out in the Agreement.

“Service Equipment” means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

“Service Order”, “Service Order Form”, or “SOF” is a type of written Order.

“Software” means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

“Subminimum Volume Commitment” means a Service-specific commitment to pay an agreed amount of Eligible Charges in each Contract Year.

“Tariff” means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

“Tax” and “Taxes” means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.

“Third Party” means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

“Tiered Volume Commitment” means the total Eligible Charges Customer must pay during each Contract Year of the Volume Commitment Period, which amount may vary from Contract Year to Contract Year.

“Total Volume Commitment” or “TVC” means the total Eligible Charges which Customer must pay during the Volume Commitment Period to which Customer has committed under the Agreement.

“Underutilization Charge” means an amount owed by Customer if Customer’s Eligible Charges do not reach the Volume Commitment in any Contract Year and/or by the end of the Volume Commitment Period, as applicable.

“United States” or “U.S.” means the 50 states, the District of Columbia, and the U.S. Territories.

“U.S. Service Agreement” or “USSA” means the agreement entered into by Verizon and Customer excluding Orders but including applicable Definitions. The USSA sets out the

terms that Customer and Verizon agree will apply to all Orders under it. The USSA may be referred to by another title such as the Master Service Order Form to the U.S. Service Agreement.

“U.S. Services” means Services provided pursuant to an Order where the Verizon entity that executes the Order is legally organized in the U.S.

“U.S. Territories” means Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and America Samoa.

“Verizon” means the Verizon entity that is the contracting party to the USSA or an Order as the context requires (including by way of a permitted assignment). For a standard contract not actually signed by Verizon, the relevant U.S. Verizon entity is identified either in the Service Attachment, or if not, in the rules at www.verizon.com/business/service_guide/reg/g_service_provider_list.htm.

“Verizon Facilities” or “Network” means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment.

“Volume Commitment” means the agreed upon Customer commitment to purchase, and may be described as an Annual Volume Commitment, Total Volume Commitment, Tiered Volume Commitment, or Subminimum Volume Commitment.

“Volume Commitment Period” means the period of time that applies to the Volume Commitment beginning on the first day of the first full month following the Commencement Date (except as explicitly modified elsewhere in the Agreement).

WAN ANALYSIS REPORTING

GENERAL

- 1.1 Service Definition
- 1.2 Standard Service Features
- 1.3 Optional Service Features
- 2. SERVICE LEVEL AGREEMENT
- 3. FINANCIAL TERMS
 - 3.1 General Financial Terms
- 4. DEFINITIONS

1. GENERAL

1.1 Service Definition. WAN Analysis Reporting is a web-based reporting tool that provides customers with a consolidated view of their Verizon-provided network infrastructure.

1.1.1 Platforms. Except where explicitly stated otherwise, these terms apply to both Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

1.2 Standard Service Features

1.2.1 Provider Edge Statistics Reporting. Through Provider Edge (PE) Statistics Reporting, Verizon provides daily performance information about the Customer’s PIP network.

1.2.2 Standard Select. With Standard Select, Verizon provides detailed data from the performance of Customer’s managed or unmanaged network components.

1.2.3 Wireless LAN Reporting. With Wireless LAN Reporting, Verizon provides detailed data from the performance of Customer’s managed Wireless LAN components.

1.3 Optional Service Features. The following optional service features are upgrades to the WAN Analysis Reporting- Standard Select feature.

	ETM	ETM Select	ETM Select with Netflow	Threshold PPM
Managed Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Optional Add on to Standard Select, ETM, ETM Select or ETM Select with netflow

Unmanaged Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Not available
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1.3.1 Enhanced Traffic Management Reporting. Through Enhanced Traffic Management (ETM) Reporting, Verizon will provide all of the features and reports of Standard Select Reporting, plus Customer edge (CE) response path reporting and quality of service (QoS) performance reports.

1.3.2 ETM Select Reporting. Through ETM Select Reporting, Verizon will provide all of the features and reports of ETM Reporting plus end user CE performance exceptions and alarms, near real-time trending capabilities and CE network status maps, infrastructure capacity analysis reports, visual representation projections of performance exceptions and related faults, and allow Customer to set up email notification to its users when certain exceptions occur.

1.3.3 ETM Select Reporting with netflow. Through ETM Select with netflow Reporting, Verizon will provide all of the features and reports of ETM Select Reporting plus optional configuration of traffic monitoring across an IP network known as netflow.

1.3.4 Threshold Proactive Performance Monitoring. With Threshold Proactive Performance Monitoring (PPM), Verizon provides analysis of Managed WAN performance against Verizon-defined thresholds for standard performance and performance-related threshold alerts from Customer's Network for automatic trouble ticket generation to Verizon.

2. SERVICE LEVEL AGREEMENT

The service level agreements for WAN Analysis Reporting (Optimized and non-Optimized) can be found at the following URL:

www.verizon.com/business/service_guide/reg/cp_war_plus_sla.pdf

3. FINANCIAL TERMS

3.1 General Financial Terms

3.1.1 Optimized Services. Monthly recurring charges (MRCs) for WAN Analysis Reporting+ are specified in the applicable Contract, and are fixed for the Service Commitment, and at the following URL:

www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

3.1.2 Non-Optimized Services (U.S. Only). Customer will pay the Charges for non-Optimized WAN Analysis Reporting as specified in the applicable Contract, including those below and at the following URL:

www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

3.1.2.1 Private IP. For Customers receiving non-Optimized Private IP services, the pricing for WAN Analysis Reporting is located at the following URL:

www.verizon.com/business/service_guide/reg/cp_private_ip_service.htm

3.1.2.2 Managed WAN. For Customers receiving non-Optimized Managed WAN services, the pricing for WAN Analysis Reporting is located at the following URL:

www.verizon.com/business/service_guide/reg/cp_managed_wan_services.htm

3.1.2.3 Managed LAN. For Customers receiving non-Optimized Managed LAN services, the pricing for WAN Analysis Reporting is located at the following URL:

www.verizon.com/business/service_guide/reg/cp_managed_lan_services.htm

4. DEFINITIONS. In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to WAN Analysis Reporting:

www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

ACCESS

1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Features
- 1.3 Optional Features
- 1.4 Customer Responsibilities

2. AVAILABLE VERSIONS

- 2.1 Optimized Services – Access+
- 2.2 Non-Optimized Services (U.S. Only)

3. SUPPLEMENTAL TERMS

- 3.1 Third Party Vendors/Carriers
- 3.2 Access Availability
- 3.3 Country-Specific Service Limitations

4. SERVICE LEVEL AGREEMENT (SLA)

5. FINANCIAL TERMS

- 5.1 Optimized Service
- 5.2 Non-Optimized Service

6. UNITED STATES – INTRASTATE OR INTERSTATE SERVICE

7. DEFINITIONS

1. GENERAL

- 1.1 Service Definition.** Access connects the Customer Site to the edge of the Verizon Network from which Customer can connect to other Verizon services. Access may be provided via Verizon Facilities or from a Third Party, as Verizon may determine from time to time, including, for any reason, changes in or substitution of facilities.

- 1.1.1 Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.

1.2 Standard Features

- 1.2.1** Access provides a point-to-point circuit to reach associated Verizon services.

1.3 Optional Features

1.3.1 Internet Transmission Service. In the U.S., Internet Transmission Service connects the customer site via Verizon Facilities to the edge of the Verizon public network from which customer can connect to the Internet using Verizon Internet Dedicated Service (IDS).

1.3.2 Network Survivability and Diversity (NS&D). With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.

1.3.3 Proactive Notification (Optimized Services Only). Where Customer receives Proactive Notification for a Verizon service, it will also apply to the Access connected to that Verizon service. Proactive Notification is described in Customer's applicable Verizon Service Attachment.

1.3.4 Unlicensed Band Radio. With Unlicensed Band Radio (UBR), Verizon provides wireless access to Verizon services. UBR is only available in India for Customer Sites in remote locations where wireline access is unavailable. In addition to Customer responsibilities in Section 1.4, Customer will provide the space identified by Verizon or Verizon's vendor to install an external antenna and other equipment, including arranging for any permissions that may be required by a building owner if Customer does not own the building. Customer must make available uninterrupted UPS power, earthing and all required internal wiring. Customer acknowledges that UBR: i) works only in clear line of sight locations; ii) will have high jitter when the link load exceeds 85%; and iii) is susceptible to interference from other radio signals running at the same frequency.

1.4 Customer Responsibilities

1.4.1 Installation. Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation: • Space and power for Verizon terminating equipment if required to deliver Access.

- All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
- Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

1.4.2 Entry to Customer Site. Where Verizon requires entry to a Customer Site in order to provide Access (including, but not limited to, physical changes to Access facilities), Customer shall (a) grant or shall procure the grant to Verizon of such rights of entry to each Customer Site, including any necessary licenses, waivers and consents and (b) respond promptly to notice from Verizon requiring Customer action, such as to coordinate Verizon entry to Customer Site needed for a change in Access facilities at a mutually convenient time within 30 days of such notice from Verizon.

2. AVAILABLE VERSIONS

2.1 Optimized Services – Access+

2.1.1 Standard Service Features

2.1.1.1 Access Speed. Verizon provides capacity throughput based on the Access speed selected by Customer, which is the maximum possible speed.

2.1.1.2 Performance Grades. Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.

2.1.1.3 Handoff. Verizon hands off Access based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet Virtual Connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.
- For Time Division Multiplexing (TDM), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless outside the U.S., Verizon provides a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- For Wireless within the U.S., Verizon Wireless provides a wireless connection (Wireless Service) into Customer's Verizon-provided service or the Internet with LTE Business Internet and 5G Business Internet sold by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.
- For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor's network between a Customer's Verizon-provided service and their collocated equipment or Cloud Service Provider (CSP) - within select Third Party data centers. Customer must have a suitable existing arrangement with the Third Party vendor network or suitable CSP agreement, and Customer must separately have a contract for the Verizon provided service in order to utilize SDI as an access method for that service.
- For Internet Transmission Service, Verizon provides Ethernet Handoff only. Ethernet Virtual Connections (EVC's) can be terminated to Internet Dedicated Services only (multiple service termination is not supported).

2.1.1.4 UNI Speed. For an Ethernet handoff to Customer Equipment, Verizon provides the UNI at the speed ordered by Customer or as a virtual connection for SDI.

2.1.1.5 Demarcation Interface Options. Verizon provides electrical and optical Demarcation interface options or virtual for SDI.

2.1.2 Optional Service Features

2.1.2.1 Wireless Backup (U.S. Only). Verizon Wireless provides Wireless Service as a backup for Customer's Internet Dedicated or Broadband service into a Verizon service.

2.1.2.2 Network Survivability & Diversity (NS&D). The following NS&D options are available for Access:

- **Layer 2 Aggregation Geographic Diversity.** Verizon provides two circuits in a mated pair relationship. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
- **Customer Premises Diversity (U.S. Only).** Verizon will deliver Access via either a two or four wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional Access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** Verizon will obtain the Access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.
- **NS&D options are not available for SDI.** However, for select SDI Customer Sites, in addition to the primary interconnect, Verizon may offer a secondary interconnect.

2.1.2.3 Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only). Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or Incumbent Local Exchange Carrier (ILEC) dedicated rings, hubs and channelized facilities.

2.1.2.4 Customer-Provided Access. Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.1.2.5 Oversubscription. Customer may subscribe to more than the Access speed of a circuit. Verizon provides the Oversubscription feature for Customers who may be using Access to connect to more than one Verizon service or to connect to more than one endpoint e.g., multiple data centers. Customer is solely responsible for managing its traffic

utilization on the circuit to avoid any overutilization which may indiscriminately drop data packets (regardless of the class of service selected by Customer in using a Verizon service).

2.1.3 Customer Responsibilities

2.1.3.1 Customer Provided Carrier Facility Assignment. Where Access is provided to a Customer-provided CFA, Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

2.1.3.2 Abuse or Fraudulent Use of SIM Cards. Customer will use SIM cards provisioned by Verizon in connection with Access for LTE Business Internet, 5G Business Internet or Wireless Backup options only. Any other use is a material breach of the Agreement.

2.1.3.3 Quality of Signal. Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering Access. Wireless network coverage and other factors may affect the availability and performance of Access.

2.2 Non-Optimized Services (U.S. Only)

2.2.1 General

2.2.1.1 *Versions of Non-Optimized Services*

- Internet Transmission Access
- Ethernet Access
- Network Services Local Access Services (TDM Access – U.S. Interstate and International)
- Analog Access
- DS0 or E0 Access
- T1 or E1 Digital Access
- DS3 or E3 Access
- SONET or STM Access
- Enterprise Digital Subscriber Line

2.2.1.2 Network Configurations. Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide Access. Verizon network optimization and other updates may result in a change in the

network configuration used to provide Access to Customer but Customer's performance characteristics will remain the same or better.

Type	Performance Characteristics
1 *	On-Net Premium
2 (U.S. Only)	Off-Net Premium
3 *	Off-Net Premium
4	Off-Net Premium
5	Off-Net Premium
EA Standard	Off-Net Standard

*Network Services Local Access is only available on Type 1 and Type 3.

2.2.1.3 Optional Service Feature - Customer-Provided Access. Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.2.2 Ethernet Access and Internet Transmission Access

2.2.2.1 Service Definition. Verizon provides Access and IDS with the speed and flexibility enabled by ethernet technology.

2.2.2.2 Standard Service Features. Ethernet Access allows Customer to terminate single and/or multiple EVCs from Customer Equipment onto a single Ethernet Access UNI.

2.2.2.3 Optional Service Features

- **(NS&D) Layer 2 Aggregation Geographic Diversity.** Verizon provides a second Customer circuit connected to a different Verizon Layer 2 Aggregation device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same Customer Site.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customerfacing card on the (NID) at the same Customer Site.

2.2.3 Network Services Local Access – Analog Access (U.S. Only)

2.2.3.1 Service Definition. Verizon provides Access with the characteristics enabled by analog technology.

2.2.3.2 Standard Service Features. Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

2.2.3.3 Optional Service Features

- **Signaling.** Verizon provides the capability for one Customer Site to alert another Customer Site of the same service with which it wishes to communicate.
- **Data Conditioning.** Verizon provides transmission characteristics for voice grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** Verizon enables Customers to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.

2.2.4 Network Services Local Access – DS0 and E0 Access

2.2.4.1 Service Definition. Verizon provides a digital Access circuit up to 64 kbps.

2.2.4.2 Network Services Local Access – T1 or E1 Digital Access

2.2.4.3 Service Definition. Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

2.2.4.4 Optional Features Integrated Services Digital Network (ISDN) Service. Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option.** Verizon enables Customer to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (PRI).** Verizon will transport traffic from MCI 800 Service (at http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) and Vnet (at https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm), and MCI 800 Service and MCI Vision (at https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access (at http://www.verizon.com/business/service_guide/reg/g_general_definitions.htm#mci

legacy compa ny) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.

- **Call-by-Call Service Configuration.** Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1 (at

https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm)/MCI 800 Service

2.2.4.5 Network Services Local Access – DS3 or E3 Local Access. Provides a high capacity digital local Access arrangement that consists of an Access circuit that relies on DS3 or E3 transmission technology.

2.2.4.6 Network Services Local Access – SONET or STM Access. Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

2.2.4.7 Enterprise Digital Subscriber Line (eDSL). Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS

3.1 Third Party Vendors/Carriers. When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed or information to be provided to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, Know Your Customer information (including identity information and associated evidence), service terms, etc.), Customer will provide such information and/or sign such forms promptly in order to procure the Access in a timely manner.

3.2 Access Availability. The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed, or upon installation, the Access is deemed not available and other Access, sometimes with higher Charges may be required and in such instances the circuit will be requoted to Customer.

3.2.1 Diversity Availability. Diversity which involves a third party Access provider will be provided only at Customer Sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware

of a third party provided Access failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.

3.2.2 Wireless Service. Except as otherwise noted in Section 3.2.3.5, the following terms only apply to the provision of Wireless Service sold and provided by Verizon Wireless or sold by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.

3.2.3.1 Wireless Service Availability. Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the router or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and routers that are approved to operate on our network. Wireless Service may be provided by a third-party roaming carrier and subject to agreements with such carriers, and as such may be limited or slowed. Customer must activate and use the CPE within the areas served by our owned and operated network. Verizon Wireless reserves the right to terminate any Wireless Service that roam permanently on a third-party carrier's network. Customer Wireless Service must be used in a fixed location and must always be within the areas served by a Verizon owned and operated network.

3.2.3.2 Enhancement of Wireless Service. Customer must obtain Verizon's written approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon may terminate Wireless Service if Customer violates this section.

3.2.3.3 Use of Wireless Service and CPE; MTNs; SIMs. Wireless Service must be used for the purpose of connecting a Customer Site to the Verizon-provided network service or the Internet. Verizon may, in order to protect the Network, operations, and other customers, suspend or terminate the Wireless Service, if Wireless Service or CPE is used: (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the Agreement; or (c) in a manner that has an adverse impact on the Network, operations or customers. Customer is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or

receive PHI. We will assign one mobile telephone number (MTN) to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the CPE requires a Subscriber Identity Module (SIM) card provided by us, we own any intellectual property or software on the SIM card.

3.2.3.4 Mobile Private Network (MPN). MPN must be purchased via a separate contract for Private IP Services. For MPN purchased with Private IP Services, it extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public

Internet. Dynamic Mobile Network Routing (DMNR) allows Customers to remotely access IP addresses of devices that are connected to a MPN through a wireless router.

3.2.3.5 Limitation of Liability – 911 Calls. NEITHER VERIZON NOR VERIZON WIRELESS WILL BEAR ANY LIABILITY FOR USE OF THE WIRELESS SERVICE PROVIDED UNDER THIS ATTACHMENT ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

3.2.3.6 Other Terms. The speed provided by the Wireless Service is the maximum speed for such service. The Parties acknowledge and agree that with regard to Wireless Service the following uses are not permitted:

- Data sharing with another device;
- High bandwidth constant bit rate (CBR) or high bit rate applications; • International or domestic roaming; • Multimedia messaging (MMR).

3.3 Country-Specific Service Limitations

3.3.1 Permitted Use. For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.

3.3.2 United States – Interstate Service Only. Access in the U.S. Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access Customer agrees that

more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).

3.3.3 Delivery to Australia. Where Customer orders Access for delivery to a Customer Site in Australia, Customer shall, where relevant, comply with the additional terms and conditions set forth at the following link:

https://verizon.com/business/service_guide/reg/additional-terms-australia-customers.pdf

Customer is hereby notified that Verizon is not permitted to modify these terms or enter into any required contracts on the Customer's behalf.

3.3.4 Delivery to Puerto Rico. Where a Service Order (including on a quote) identifies a Verizon entity other than the Verizon Signatory as the provider of a Service (an Identified Provider), then upon execution of the applicable Service Order by the Verizon Signatory, the rights and obligations of the Verizon Signatory for that Service Order will be assigned to the Identified Provider, which then becomes the Verizon entity to provide the Service (Verizon Provider) for that Order.

4. SERVICE LEVEL AGREEMENT (SLA). There is no separate SLA for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.). The Satellite Access SLA is located at:

https://www.verizon.com/business/terms/us/products/satellite_services/private_ip/

5. FINANCIAL TERMS

5.1 Optimized Service. Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL:

https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL:

https://www.verizon.com/business/service_guide/reg/cp_access_plus_access_pricing_toc.htm

5.1.1 Administrative Charges

Administrative Charge	Charge Instance	Non-Recurring Charge (NRC)
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Circuit	\$800.00
Expedite in the United States	Per Circuit	\$1,400.00
Expedite in Canada and France	Per Circuit	\$6,000.00
Expedite in other countries	Per Circuit	\$3,000.00

After Hours Installation	Per Circuit	\$600.00
Pending Order Change	Per Circuit	\$200.00
Physical Change	Per Circuit	\$200.00
Service Date Change	Per Circuit	\$100.00
Bandwidth Reconfiguration	Per Circuit	\$200.00

5.1.2 Off Net Special Build. Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend through the installation period. Verizon may also extend facilities to reach the Customer Site, or the Minimum Point of Entry. Customers will pay the cost of that construction which will be added to Customer's Service Order and which will extend through the installation period,- should a site survey reveal excess construction costs the order may be canceled and the customer will be given an opportunity to place a new order with full construction costs.

5.1.3 Special Construction. If, after an Order is placed, Verizon finds that Verizon or third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access Verizon will notify the Customer of any such special construction charges. Upon customer acceptance, Special Construction charges may be billed separately and prior to completion of circuit. If Customer does not accept the special construction charges or changes in special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no Early Termination Charge(s).

5.1.4 Wireless Connections. Monthly data plan Charges for wireless connections are billed in advance. For metered data plans overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month in the data plan selected by Customer. With regard to Wireless UNI, Customer overage charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

5.1.4.1 Wireless Connection - Upgrades. With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. For metered data plans overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.

5.1.5 Wireless Connections - Aggregated Billing Plan. Customers may, subject to certain exceptions or availability, in any given billing period associated with multiple wireless connections as a group (the Data Pool). The Data Pool size is the sum of the monthly data plan amount of each wireless connection that is active on the start date of the billing period. The Aggregated Billing Plan defines those wireless connections that may be included in the same Data Pool.

Overage charges will be assessed if the total actual usage of the member sites of a Data Pool exceeds the Calculated Included Quantity. Calculated Included Quantity means the sum of the monthly data plan amount of each member site of a Data Pool. The overage charges are based on the overage rate associated with the Master Site in each Aggregated Billing Plan at the time of billing. Traffic will be rounded to the next full gigabyte. Master Site is defined as the first wireless connection activated in the Data Pool.

5.1.6 Carrier Facilities Assignment (CFA). The MRC and NRC for CFA include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon's invoices to Customer will not include such charges. Customer must provide the following information: Meet Me Location and ring/hub/parent provider name. If it's a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.

5.1.7 Charges for Customer-Provided Access. Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon's provision of a physical connection from the Customer-provided access service to the Service Equipment. If incorrect information is provided by Customer, the cross-connect will need to be re-quoted.

5.1.8 When Access with Wireless Service provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Verizon Wireless regulatory surcharge: \$0.02 per connection per month.

5.1.9 Access Speed Changes. Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access Service, for which it may pay Early Termination Charges, if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any

requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

5.1.10 Access Moves. Customer-requested moves of Access circuits to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. Customer may pay Early Termination Charges as applicable and any third party charges incurred by Verizon in order to implement the move. The newly-contracted Access circuit will include the applicable NRC and MRC associated with the new Access circuit.

5.1.11 NS&D Features. Customer must order and pay for the two Access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional Charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable.

With Network Connection Protection, an additional charge is applicable.

5.1.12 UBR Commitment Period. If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.

5.1.13 Third Party Vendor Charges for Cross-Connection and Extended Wiring. Section 1.4.1 above requires Customer to provide all facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit. In some instances Customer's Site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer's Site. In such instances, a third party data center/facility owner may only permit the third party to install a cross-connection from the Verizon Demarcation to Customer's Site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.

5.2 Non-Optimized Service. Customer will pay MRCs and NRCs for non-Optimized Access as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at

https://www.verizon.com/business/service_guide/reg/cp_access_network_services_local_access.htm

5.2.1 Commitment Period. Customer will pay the applicable circuit MRC for any Network Services Local Access circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause). If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.

6. UNITED STATES – INTRASTATE OR INTERSTATE SERVICE. Access in the U.S. Mainland is considered

Interstate for regulatory jurisdiction purposes if more than 10% of the total traffic over an instance of the Service (e.g., a circuit) is Internet traffic, or otherwise begins and ends in different states. If more than 90% of the total traffic over a Service instance will begin and end in the same state, and is not Internet traffic, then Customer may order it as Intrastate for regulatory jurisdiction purposes. When ordering Intrastate Access, customer will be required to certify that (1) the traffic over the Service instance purchased will be Intrastate, as defined above; (2) if this certification is incorrect, customer will be responsible for any unbilled surcharges and applicable fees; and (3) if this certification is no longer true, customer has a duty to notify Verizon within thirty (30) days.

7. DEFINITIONS. The following definitions apply to Access, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL

https://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

Term	Definition
Demarcation	The point where the Access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.
LTE Business Internet	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.
5G Business Internet	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.
Meet Me Location	If Customer has a dedicated ring, the Meet Me Location is the node on the ring where Customer will provide Carrier Facility Assignment (CFA). For Customer provided access, the Meet Me Location is the edge of the Verizon Network where the Customer is bringing their access (usually a patch panel on which the Customer's vendor resides).
Time Division Multiplexing (TDM)	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.

Verizon Wireless	Cellco Partnership d/b/a as Verizon Wireless.
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PRIVATE IP SERVICE

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6. DEFINITIONS

GENERAL

1.1 Service Definition. Verizon offers four variations of this service: Private IP Service, Private IP Layer 2, Private IP Gateway and Private IP Interconnect, subject to availability. The Customer is aware that not all variations may be available in all countries.

1.1.1 Platforms. Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

AVAILABLE VERSIONS PRIVATE IP SERVICE

2.1 Private IP Service

2.1.1 Service Definition. Private IP is a wide area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites.

2.1.2 Standard Service Features

2.1.2.1 **Route Capacity and IPv4 and IPv6 Protocols.** Verizon will assign a maximum number of routes that Customer may introduce into the Private IP Network based upon the total number of sites expected in a given Customer VPN, as shown in the following table.

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1–50	1,250	150
51–250	1,250	750
251–500	2,500	1,500
501–1,000	5,000	3,000
Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1,001+	10,000	6,000

Capacity constraints may vary for Customers using MVIC (available upon request). Customer will select either IPv4 or IPv6 protocol (where available), and a suitable number of IP addresses to be used in conjunction with Private IP and in accordance with Verizon's then-current applicable assignment guidelines.

2.1.3 Optional Service Features

2.1.3.1 **Diversity.** With Diversity, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.

2.1.3.2 **Dynamic Network Manager.** With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Private IP port values. Customer accesses the interface through the Verizon Enterprise Center or via an Application Program Interface.

2.1.3.3 **IP Multicasting.** With IP Multicasting, Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.

2.1.3.4 **Multiple Virtual Routing and Forwarding.** With Multiple Virtual Routing and Forwarding, Customer may create multiple virtual private network connections via a single Private IP port. Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer's Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of virtual private network connections on the Private IP port and Verizon is not responsible for such packet drops.

2.1.3.5 **Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the BE class as the default priority designation.

2.1.3.6 **WAN Analysis.** (Non-Optimized Service only) For customers receiving Non-Optimized Private IP services, the terms and conditions for WAN Analysis are located at the following URL:

For U.S. Services:

www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting.pdf

For non-U.S. Services:

www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting_2017DEC01.pdf

2.1.3.7 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.3.8 **Converged IP.** (Optimized Only) With Converged IP, Customer selects a Private IP port that will be used to connect to Virtual Network Services – Security Service via a single Ethernet access circuit.

Customer must purchase Virtual Network Services – Security under a separate Service Attachment.

2.1.3.9 **Broadband Technology.** (Optimized Only) Broadband services are based on different technologies and the quality of the service can vary based on the technology available, including from Third Parties.

2.1.3.10 **LTE Business Internet.** (Optimized Only) In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. LTE Business Internet plans are for mobile broadband service, and can only be activated on select compatible Customer-provided data routers or designated devices sold through Verizon. If Customer supplies its own receiver/router, Customer is

responsible for (i) ensuring that such receiver/router is compatible for use with LTE Business Internet; and (ii) any necessary installation or connection to the

Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-setup. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data de-prioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the billing cycle. All plans will be given 300 GB/month/line of data; if usage exceeds that allowance, blocks of 5 GB will be automatically added to your account for an additional charge. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). Text messages cannot be sent or received on these plans.

2.1.3.11 5G Business Internet. (Optimized Only) In the U.S., 5G Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra-Wide Band (C-Band) network (domestic and international roaming are not available). 5G Business Internet plan is for mobile broadband service, and can only be activated on select 5G C-Band compatible Customer-provided data routers or designated devices sold through Verizon. A compatible 5G-enabled receiver/router is required, either Verizon-Equipment or Customer-provided. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with 5G Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-set-up. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. 5G Business Internet plan includes an unlimited data allowance. The monthly access fee will be pro-rated when changing price plans during a billing cycle. Speed Tier Limit represent the maximum downlink speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

These plans are fixed location plans. Customer agrees to only use the Service at the qualified service address that Verizon approved at the time the Service was activated.

If Customer uses the Service outside of the qualified service address without the specific written approval of Verizon Wireless or Verizon, Verizon Wireless reserves the right to terminate the Service at any time thereafter upon written notice.

2.1.3.12 Mobile Private Network (MPN). (Optimized Only) MPN extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet. Dynamic Mobile Network Routing (DMNR) allows Customers to remotely access IP addresses of devices that are connected to a MPN through a wireless router.

2.1.3.13 Private Network Traffic Management (PNTM). (Optimized Only) PNTM provides more predictable application performance for LTE Business Internet customers. The program supports business critical applications during periods of network congestion. Enhanced (2 Mbps) or Premium (12 Mbps) allows for Mission Critical Class of Service (CoS) applications while allowing Best Effort CoS use of available LTE bandwidth.

2.1.4 Customer Responsibilities

2.1.4.1 Bandwidth Shaping for Ethernet Access Circuit. If Verizon provisions 'bandwidth shaping' overhead adjustments on the Ethernet Interfaces at the PE egress, it may be necessary for Customer to apply policies at Customer's CE egress to prevent packet loss due to Ethernet protocol overhead used within the Private IP Network (depending on the Private IP platform and Customer's traffic profile).

2.2 Private IP Layer 2

2.2.1 Service Definition. Verizon Private IP Layer 2 service provides point-to-point routing, with Customer control of routing, architectural and topology changes.

2.2.2 Optional Service Features. With the Private IP Permanent Virtual Circuits feature, Verizon will add one or more Private IP PVCs on Customer's Private IP Layer 2 port upon Customer's request.

2.3 Private IP Gateway

2.3.1 Service Definition. With Private IP Gateway service, Verizon provides an interconnection between two private networks based on the characteristics of the gateway, as described below.

2.3.2 Standard Service Features. Verizon provides the following Private IP Gateways:

2.3.2.1 Private Wireless Gateway (U.S. Mainland Only). With Private Wireless Gateway, Verizon provides Customer a port that Customer may use to connect Customer's wireless traffic to the Private IP Network.

2.3.2.2 MVIC Service (Select Locations). With MVIC Service, Verizon connects Verizon's Private IP Network to an MPLS Partner's MPLS networks.

2.3.2.3 Satellite Gateway. The Satellite Gateway functions as a Network-to-Network Interface (NNI) between Verizon's Satellite Access service and the Private IP MPLS network. Customers using satellite access in conjunction with Private IP must order a satellite gateway port that is sized according to the customer's aggregate satellite bandwidth requirements. Each customer's individual Virtual LAN will be mapped to a Private IP PVC.

2.3.2.4 Optimized Service-Only Standard Features

2.3.2.4.1 Secure Cloud Interconnect. With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Verizon also provides network translation functionality (NAT), but Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT and such failure permits a third party cloud provider to have access to Customer's Private IP addresses. Secure Cloud Interconnect has unique pricing, network designs, and capabilities; details are available on request. In addition, Verizon may terminate Secure Cloud Interconnect, in whole or in part, upon 30 days written notice, where Customer is utilizing Secure Cloud Interconnect on a usage only basis, and Customer has not used this feature for a continuous period exceeding ten months.

2.4 Private IP-Interconnect (PIP-I) (Select Customers Only)

2.4.1 Service Definition. Private IP Interconnect, or PIP-I, is only available to Customers who have been approved by Verizon to receive this feature. With this service, Verizon provides a direct, point-to-point interconnection between Private IP site(s) Customer purchases from Verizon and Customer's third party MPLS-based network, using a shared port gateway designed to support multiple customers.

2.4.2 Standard Service Features

2.4.2.1 PIP-I Connection and Port. With PIP-I, Verizon provides a PIP-I Connection and a PIP-I Port. A PIP-I Connection is a physical Port that presents PIP-I at the demarcation point for interconnection to

Customer's network. A PIP-I Port is a logical PIP Port associated with a VPN name that attaches to PIP site(s) that Customer has purchased from Verizon.

2.4.2.2 Non-Supported Features. PIP-I does not support multi-Virtual Routing and Forwarding, Dynamic Network Manager and multicasting. PIP-I does not support a redundant configuration.

2.4.3 Customer Responsibilities

2.4.3.1 Ordering PIP-I Ports. Customer will order PIP-I Ports only with an assignment to an existing or new PIP VPN name.

2.4.3.2 Ordering Multiple PIP-I Ports. Each PIP-I Connection can be used with multiple PIP-I Ports but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the Service to Customer.

2.4.3.3 Restriction on use of PIP-I with Existing Customers of Verizon. Customer will not connect a PIP-I Port to a port on Verizon's MPLS network that is provisioned by Verizon to an existing customer of Verizon.

2.4.3.4 Cross-Connection. With Private IP port only, Verizon provides a cross-connection to a Verizon IP hub if Customer is located in the same building as the IP hub.

2.4.3.5 Disconnection. Customer shall ensure no PIP-I ports are active prior to disconnect order or the order will not be processed by Verizon.

SUPPLEMENTAL TERMS

3.1 India Ports. This clause applies if the Private IP Service contains ports in India.

3.1.1 Additional Documentation. Prior to the Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the Inspection Pro Forma document in the form found at the following URL: www.verizon.com/business/service_guide/reg/pro-formas.htm (Pro Forma). To the extent that the information required by the Pro Forma cannot be completed (or is otherwise not completed) until after the Activation Date Customer authorizes Verizon to complete the Pro Forma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

3.1.2 Restriction on Encryption Functionality in India. Prior to connecting any encryption equipment to Verizon Facilities in India Customer must obtain prior evaluation and approval from the relevant telecom authority.

3.1.3 Usage. To the extent usage of the Private IP Service requires it Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP as described in the Revised Guidelines for Other Service Providers (OSPs) released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

3.2 Provisioning Entities in China. In the event of regulatory changes in China affecting Verizon's ability to provide PIP/PIP Gateway pursuant to this Order, Verizon may terminate [PIP/PIP Gateway] without liability or where possible transition its provision of PIP/PIP Gateway to Customer via a different Third Party network supplier at a price to be agreed between the Parties.

3.3 Turkey Use Prohibition. Connections to and use of the Public Internet, World Wide Web, and Social Media by a user in Turkey requires the exclusive use of the service of a locally licensed internet service provider (such as Verizon) in a manner that is compliant with all applicable laws and with any licenses, codes of practice, instructions, or guidelines issued by regulatory authorities. Customer must immediately notify Verizon of any known contravention of the foregoing. Any violation of this express prohibition may result in immediate suspension of the relevant Services by Verizon until, in Verizon's sole judgement, the violation has been cured. Customer is responsible for any fines, penalties, losses, damages, costs or expenses incurred by Verizon due to Customer's violation of this prohibition.

3.4 Voice over IP (VoIP) Restrictions. Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, Customer shall comply with those regulations.

3.5 Taxes, Surcharges and Exemptions. If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges tax to Verizon Wireless on a roaming call, then Verizon Wireless or MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless ("Verizon Business Services") may bill such amount to Customer, and Customer shall pay such amount. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with regulatory or administrative obligations, (such as payments to local telephone companies for delivering calls from Verizon Wireless customers to their customers), Verizon Wireless or Verizon Business Services may bill a surcharge to defray such expense (a "Surcharge"). Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides Verizon Wireless or Verizon Business Services with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless or Verizon Business Services, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon Wireless or Verizon Business Services at Customer's request is found not to apply, then Customer shall upon demand pay Verizon Wireless or Verizon Business Services the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless or Verizon Business Services shall not issue credits for a Tax that is billed prior to Verizon Wireless or Verizon Business Services' receipt of evidence of exemption."

3.6 Toll Bypass. The Parties will not use Private IP to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where Private IP is used.

SERVICE LEVEL AGREEMENT (SLA)

Private IP Service Level Agreement for Optimized Private IP Service +:

www.verizon.com/business/service_guide/reg/cp_pip_plus_sla.pdf

Private IP SLA Summary and Service Level Agreement for non-Optimized Private IP Service:

www.verizon.com/business/service_guide/secure/cp_pip_sla_summary_page_SG.htm

FINANCIAL TERMS

5.1 Optimized Service. Customer will pay the charges for Optimized Private IP Service + specified in the Agreement, including those below and at the following URL:

www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

Charges below are in U.S. dollars and will be billed in the invoice currency of the associated service.

5.1.1 Administrative Charges

Administrative Charges	Charge Instance	Port Type	Speed	NRC
Administrative Change	Per Change	n/a	n/a	\$60.00
Cancellation of Service Order	Per Port	n/a	n/a	\$800.00
Expedite	Per Port	n/a	n/a	\$1,000.00
Physical Change	Per Order	n/a	n/a	\$200.00
Reconfiguration	Per Port	Standard Port	64Kbps	\$50.00
Reconfiguration	Per Port	Standard Port	256Kbps,512Kbps	\$100.00
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200.00
Reconfiguration	Per Port	Standard Port	Above E1	\$600.00

5.1.2 Bandwidth Bursting. (Optimized Only) With Bandwidth Bursting, Customer will pay an additional charge monthly per circuit for any measured usage level greater than Customer's Bandwidth Commitment. Verizon will sample the Private IP port usage every five minutes during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest 5 percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.

5.1.3 Reconfiguration. A reconfiguration charge applies for the modification of an existing Private IP circuit, at Customer request, for Verizon to reterminate a circuit to a different router or reconfiguration of the port.

5.2 Non-Optimized Service. Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement including those below and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm

In addition, online pricing for Service provided by a U.S. Verizon entity is at www.verizon.com/business/service_guide/reg/cp_private_ip_service.htm (for U.S. Services).

6. DEFINITIONS. The following definitions apply to Private IP Service, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL:

www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm

Term	Definition
------	------------

Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.
Committed Access Rate (CAR)	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
Customer Edge (CE)	The edge of, or point in which customer traffic enters or exits, the Customer network.
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
MPLS	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
MPLS Partner	A third party MPLS provider with whom Verizon has an agency or reseller arrangement to provide interconnection to that party's in-country network.
MVIC	MPLS VPN Interprovider Connection.
Port	An entrance to and/or exit from a network.
Provider Edge (PE)	The edge of, or point in which Customer traffic enters or exits, the Verizon Private IP Network.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.
Virtual Private Network (VPN)	Uses a logical connection to route traffic between network sites.

Exhibit D

Transfer of Service

**The State of West Virginia Office of Technology –
Data Telecommunications Change Request (TCR)
TCR: 20241025-8888**

STATE OF WEST VIRGINIA - DATA TELECOMMUNICATIONS CHANGE REQUEST (TCR)

NOTE: FIELDS WITH * ARE COMPLETED BY WVOT

AGENCY TCR INFORMATION			
TCR#**	20241025-8888		
DATE ORDERED	10-25-2024	EXPEDITED	Yes
AGENCY DEPARTMENT	Revenue	AGENCY NAME	West Virginia Lottery
DIVISION	IT	DIRECT BILL**	NO
AGENCY PRIMARY CONTACT	Jonathan O'Quinn	AGENCY ON-SITE CONTACT	Jonathan O'Quinn
AGENCY PRIMARY CONTACT PHONE	304-352-1935	AGENCY ON-SITE CONTACT PHONE	304-352-1935
AGENCY PRIMARY CONTACT EMAIL	jquinn@wvlottery.com	AGENCY ON-SITE CONTACT EMAIL	jquinn@wvlottery.com
OFFICE HOURS OF OPERATION	0600-1600	OFFICE MOVE	No
AGENCY ON-SITE ADDRESS (E911)		OLD ADDRESS (IF APPLICABLE)	
900 Pennsylvania Ave Charleston WV 25302			
WVOT FIELD TECH(S)**		WVOT FIELD TECH(S) PHONE**	
REQUESTED DATA SERVICE(S) Account numbers located on Telecommunications Backup			
DATA ACCOUNT NUMBER	464000	ON-SITE PHONE NUMBER	304-352-1935
Type of Service: Add/Upgrade/Disconnect		Service Type	
EXTEND DEMARC		Speed	
DEMARC EXTENDS TO NETWORK WIRING CLOSET. THE STATE OF WV PROVIDES FIBER CIRCUIT WITH COPPER HANDOFF ON RJ-45 PORT		QOS	Real Time VOIP
***DETAILS FOR DEMARC EXTENSION IF APPLICABLE		IP Subnet	10.143.x.x/30
		VLAN (Voice/Data)	
		VRF**	
		ASG**	
Secondary Service Ordered for Same Site			
Secondary Connection			
COMMENTS			
Move all Verizon data circuits to Direct Bill on 11/1/2024 or as soon as possible. Circuits listed on continuation sheet.			
AGENCY AUTHORIZATION- PLEASE PRINT NAMES AND THEN SIGN OR RETURN AUTHORIZATION VIA EMAIL			
AGENCY AUTHORIZATION	Jonathan O'Quinn	<i>Jonathan O'Quinn</i>	
	AGENCY AUTHORIZATION (PRINTED)	AGENCY AUTHORIZATION (SIGNATURE)	
COMPLETED BY	Jonathan O'Quinn	<i>Jonathan O'Quinn</i>	
	COMPLETED BY (PRINTED)	COMPLETED BY (SIGNATURE)	
PLEASE SIGN ABOVE AND RETURN TO TCR@WV.GOV. TCR MAY BE REJECTED IF REQUIRED FIELDS ARE INCOMPLETE			
WVOT AUTHORIZATION	x	x	
	BY WVOT	RECEIVED BY/DATE (COMPLETED BY WVOT)	

West Virginia Office of Technology
Instructions for Completing a Telecommunications Change Request (TCR)

These instructions are to be followed when submitting TCRs to add, change, or disconnect voice and/or data services obtained through the statewide contracts. If ordering both voice, SIP, and data services, separate TCRs will be needed for each type of service. If ordering service to be billed to more than one billing account, separate TCRs will be needed for each billing account.

All TCRs must be typed in order to ensure accurate service delivery. Only complete TCR forms can be processed. The Telecommunications Ordering and Billing section can assist with the completion of the TCR and any questions regarding required fields by emailing TCR@wv.gov. Please allow time for technical and business consultations and research when necessary.

The date of submission is the date that a complete TCR is provided to the vendor. Timeframes associated with the installation of services requested begin when a complete TCR is submitted to the vendor. Timeframes to be associated with the installation and/or disconnection of services are governed by the particular statewide contract(s) and/or Service Level Agreement(s) for each specific service; however, if the vendor requires special construction, then the contract timelines are not in effect. Please consult WVOT with questions.

Email the completed TCR and any related correspondence to TCR@wv.gov. Do not send a TCR, and related correspondence, to an individual email address as this could cause delays.

Information Requested on a TCR:

AGENCY INFORMATION	DESCRIPTION OF INFORMATION REQUESTED
TCR# (completed by WVOT)	THIS IS the number that needs to be referenced when requesting the status of any TCR.
Date Ordered	This is the date you send the TCR to the TCR team.
Agency Department (REQUIRED)	Use Department (Org Level 1) (i.e. Transportation)
Agency Name (REQUIRED)	Use Agency Name (Org Level 2) (i.e. Division of Highways)
Division	Use Division name (Org Level 3). When applicable (i.e. Highways District 1)
Direct Bill?	This is always "No" unless a waiver to go off the State Wide Contract is provided by OF.
Agency Primary Contact (REQUIRED)	This is the decision maker who should be contacted if there are questions regarding TCR costs and/or due date.
Agency Primary Contact Phone # (REQUIRED)	Agency Primary Contact's phone number including extension, if applicable.
Agency Primary Contact Email (REQUIRED)	Agency Primary Contact's email address.
Office Hours of Operation	The hours the office is open for an on-site visit if it is necessary to review, design and/or install the requested services.
Agency On-site Contact (REQUIRED)	This person should be on-site and available to provide access to location and have knowledge of the work request.
Agency On-site Contact Phone# (REQUIRED)	Agency On-site Contact's phone number including extension, if applicable.
Agency On-site Contact Email (REQUIRED)	Agency On-site Contact's email address.
Agency On-site Address (REQUIRED)	
Office Move? (REQUIRED)	If the request is associated with an office move, select "Yes."
Old Address (if applicable)	If Office Move is marked as "Yes", enter the 5511 physical address of the location the services are moving from.
WVOT Field Tech (completed by WVOT)	WVOT Field Technician assigned to assist with installation details.
WVOT FIELD TECH Phone (completed by WVOT)	WVOT Field Tech's phone number.

REQUESTED DATA SERVICES	DESCRIPTION OF INFORMATION REQUESTED
Data Account Number	
On-Site Phone Number	Provide an on-site, land line phone number that can be used to identify the 5511 physical address.
Type of Service- Add Upgrade Disconnect	Choose what you are doing from the drop down.
Service Type	Select the service type from the contract descriptions.
Speed	Fill in the speed you want for this location. If you are unsure, leave blank for WVOT Networking to complete.
Extend (Days)?	
QOS	WVOT's Network Engineering will provide this.
IP Subnet	WVOT's Network Engineering will provide this.
VLAN (Voice/Data)	WVOT's Network Engineering will provide this.
VRF**	WVOT's Network Engineering will provide this.
ASA **	WVOT's Network Engineering will provide this.
Secondary Connection	If you have already completed your main circuit for this location, mark yes. Otherwise, mark no.
Details for DMARC Extension	

Additional Information/Comments	
Comments	
AGENCY AUTHORIZATION	DESCRIPTION OF INFORMATION REQUESTED
Agency Authorization	
Completed by	This is the individual (name both printed and signed) who completed the TCR form.
WVOT Authorization (completed by WVOT)	This is the individual within WVOT who authorized the TCR be submitted to the vendor.
Received by / Date (completed by WVOT)	This is the individual within WVOT who received the TCR from the agency and the date the TCR was received by WVOT.

TCR#			
CIRCUITS			
LINE_ITEM	LEDGER_ACTIVE_ATTRB_TEXT_11		LEDGER_ACTIVE_ATTRB_TEXT_13
1 GREYHOUND DR NITRO, WV 25313	OC3VF6		10 M Access
1 Greyhound Dr Nitro, WV 25313	BCBL8T7W0001		10 M PIP
1 SOUTH STONEST WHEELING, WV 26003	OC3T3F		20 M Access
1 South Stone St Wheeling, WV 26003	BCBL8TVK0001		20 M PIP
100 MUNICIPAL AVE WEIRTON, WV 26062	OC3TZS		10 M Access
100 MUNICIPAL AVE WEIRTON, WV 26062	BCBL8TTY0001		10 M PIP
100 Municipal Plaza, Suite 500 Weirton, WV 26062	OC5H6G		10 M Access
100 Municipal Plaza, Suite 500 Weirton, WV 26062	BCBLUG6P0001		10 M PIP
1420 MOUNTAINEER CIRCLE NEW CUMBERLAND, WV 26047	OC3WPR		10 M Access
1420 MOUNTAINEER CIRCLE NEW CUMBERLAND, WV 26047	BCBLBW150001		10 M PIP
1900 KANAWHA BLVD E CHARLESTON, WV 25305	OC3WZB		100 M Access
1900 KANAWHA BLVD E CHARLESTON, WV 25305	BCBLBXM50001		100 M PIP
900 W Main St White Sulphur Springs, WV 24986	OC3T1D		10 M Access
300 W MAIN ST WHITE SULPHUR SPRINGS, WV 24986	BCBL8TSD0001		10 M PIP
580 E 5TH AVE RANSON, WV 25438	OC3VW6		10 M Access
580 E 5TH AVE RANSON, WV 25438	BCBLBVV70001		10 M PIP
64 STERLING DR BRIDGEPORT, WV 26330	OC3TTO		100 M Access
64 STERLING DR BRIDGEPORT, WV 26330	OC3TVR		10 M Access
64 STERLING DR BRIDGEPORT, WV 26330	OC3TZK		10 M Access
64 STERLING DR BRIDGEPORT, WV 26330	OC3TZQ		100 M Access
64 Sterling Dr Bridgeport, WV 26330	OC6D17		10 M Access
64 STERLING DR BRIDGEPORT, WV 26330	BCBL8TR50001		100 M PIP
64 Sterling Dr Bridgeport, WV 26330	BCBL8TRR0001		10 M PIP
64 Sterling Dr Bridgeport, WV 26330	BCBLTJ8L0001		10 M PIP
64 Sterling Dr Bridgeport, WV 26330	BCBL8T8W0001		100 M PIP
64 Sterling Dr Bridgeport, WV 26330	BCBL8TPJ0001		10 M PIP
837 CHESTNUT RIDGE RD MORGANTOWN, WV 26505	OC3WWT		10 M Access
837 CHESTNUT RIDGE RD MORGANTOWN, WV 26505	BCBL8XLV0001		10 M PIP
900 PENNSYLVANIA AVE CHARLESTON, WV 25302	OC3WNR		100 M Access
900 PENNSYLVANIA AVE CHARLESTON, WV 25302	OC3WR3		100 M Access
900 Pennsylvania Ave Charleston, WV 25302	OC3WVX		100 M Access
900 PENNSYLVANIA AVE CHARLESTON, WV 25302	OC3XB0		100 M Access
900 Pennsylvania Ave Charleston, WV 25302	OC5H8H		10 M Access
900 PENNSYLVANIA AVE CHARLESTON, WV 25302	BCBLBW530001		100 M PIP
900 Pennsylvania Ave Charleston, WV 25302	BCBLBW6L0001		100 M PIP
900 PENNSYLVANIA AVE CHARLESTON, WV 25302	BCBLBK3X0001		100 M PIP
900 Pennsylvania Ave Charleston, WV 25302	BCBLBKXK0001		100 M PIP
900 Pennsylvania Ave Charleston, WV 25302	BCBLJG5T0001		10 M PIP
900 Pennsylvania Ave Charleston, WV 25304	OC6DZ4		10 M Access
900 Pennsylvania Ave Charleston, WV 25304	BCBLTJ8H0001		10 M PIP

Audit Trail for Verizon Signature by -- Finance

DB# 2181494

Customer Name: WEST VIRGINIA STATE LOTTERY

ContractID: 663241

Customer Sign Date:

Date Sent for Signature: 07/28/2025

Date PDF Was Printed:

Date Record Was Assigned: 07/28/2025 16:11:59

POC Accepting The Record: LEIGH.ROSAS@ONE.VERIZON.COM

Date Signed Document Uploaded: 07/28/2025 16:34:02