

West Virginia  
Department of Administration, Purchasing Division  
Statewide Contract for Data Transport Services  
Solicitation Number: CRFP 0212 SWC2200000001

Centralized Request for Proposals  
Verizon Cost Response

June 16, 2022

Original

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WV Purchasing Division



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**EXHIBIT A: PRICING PAGE**

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The Pricing Pages are included on the following pages.

## EXHIBIT A - PRICING PAGE

The quantities indicated below (Column B) are the best estimate of network inventory near the time of release.

If the inventory changed after data capture or was missed during the data capture, it does not change the evaluation.

The evaluation will be based on the quantities represented in this section. Vendors must provide costs for each Service, including \$0 if applicable.

If there were not any current installations of a circuit type being requested under this RFP, it was represented with a quantity of 1 for evaluation purposes.

If a current circuit type was not being requested under this RFP, it was not included in this evaluation,

but was left in the inventory for vendor reference regarding a potential installation site.

Column D is calculated by multiplying twelve (12) months by Column B and Column C.

Column F is calculated by multiplying Column B and Column E to show the total cost for Non-Recurring.

Column G is calculated by adding Column D and Column F to show the total cost for both Annual and Non-recurring costs.

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring	Annual Cost --	Non-Recurring	Total NRC --	Total Cost ----
Ethernet WAN Service 5Mbps	40	\$721.69	\$346,411.20	\$0.00	\$0.00	\$346,411.20
Ethernet WAN Service 10Mbps	200	\$797.94	\$1,915,056.00	\$0.00	\$0.00	\$1,915,056.00
Ethernet WAN Service 25Mbps	40	\$952.44	\$457,171.20	\$0.00	\$0.00	\$457,171.20
Ethernet WAN Service 50Mbps	40	\$1,125.01	\$540,004.80	\$0.00	\$0.00	\$540,004.80
Ethernet WAN Service 100Mbps	50	\$1,374.15	\$824,490.00	\$0.00	\$0.00	\$824,490.00
Ethernet WAN Service 200Mbps	1	\$1,714.26	\$20,571.12	\$0.00	\$0.00	\$20,571.12
Ethernet WAN Service 300Mbps	5	\$1,981.80	\$118,908.00	\$0.00	\$0.00	\$118,908.00
Ethernet WAN Service 500Mbps	1	\$2,299.51	\$27,594.12	\$0.00	\$0.00	\$27,594.12
Ethernet WAN Service 1Gbps	5	\$1,981.80	\$118,908.00	\$0.00	\$0.00	\$118,908.00
Ethernet WAN Service 2Gbps	1	\$4,500.02	\$54,000.24	\$0.00	\$0.00	\$54,000.24
Ethernet WAN Service 3Gbps	1	\$4,901.33	\$58,815.96	\$0.00	\$0.00	\$58,815.96
Ethernet WAN Service 5Gbps	1	\$5,737.40	\$68,848.80	\$0.00	\$0.00	\$68,848.80
Ethernet WAN Service 7Gbps	1	\$6,239.03	\$74,868.36	\$0.00	\$0.00	\$74,868.36
Ethernet WAN Service 10Gbps	1	\$6,406.25	\$76,875.00	\$0.00	\$0.00	\$76,875.00
Ethernet WAN Service 20Gbps	1	\$12,201.44	\$146,417.28	\$0.00	\$0.00	\$146,417.28
Ethernet WAN Service 40Gbps	1	\$18,015.56	\$216,186.72	\$0.00	\$0.00	\$216,186.72
SD-WAN enabled Ethernet WAN Service 5Mbps	5	\$961.26	\$57,675.60	\$0.00	\$0.00	\$57,675.60
SD-WAN enabled Ethernet WAN Service 10Mbps	5	\$1,037.51	\$62,250.60	\$0.00	\$0.00	\$62,250.60
SD-WAN enabled Ethernet WAN Service 25Mbps	5	\$1,192.01	\$71,520.60	\$0.00	\$0.00	\$71,520.60
SD-WAN enabled Ethernet WAN Service 50Mbps	5	\$1,495.88	\$89,752.80	\$0.00	\$0.00	\$89,752.80
SD-WAN enabled Ethernet WAN Service 100Mbps	5	\$2,251.84	\$135,110.40	\$0.00	\$0.00	\$135,110.40
SD-WAN enabled Ethernet WAN Service 200Mbps	5	\$2,591.95	\$155,517.00	\$0.00	\$0.00	\$155,517.00
SD-WAN enabled Ethernet WAN Service 300Mbps	5	\$3,087.44	\$185,246.40	\$0.00	\$0.00	\$185,246.40
SD-WAN enabled Ethernet WAN Service 500Mbps	5	\$3,405.14	\$204,308.40	\$0.00	\$0.00	\$204,308.40
SD-WAN enabled Ethernet WAN Service 1Gbps	5	\$3,611.09	\$216,665.40	\$0.00	\$0.00	\$216,665.40
SD-WAN enabled Ethernet WAN Service 2Gbps	1	\$10,408.24	\$124,898.88	\$0.00	\$0.00	\$124,898.88

SD-WAN enabled Ethernet WAN Service 3Gbps	1	\$10,809.55	\$129,714.60	\$0.00	\$0.00	\$129,714.60
SD-WAN enabled Ethernet WAN Service 5Gbps	1	\$11,645.61	\$139,747.32	\$0.00	\$0.00	\$139,747.32
SD-WAN enabled Ethernet WAN Service 7Gbps	1	\$12,147.25	\$145,767.00	\$0.00	\$0.00	\$145,767.00
SD-WAN enabled Ethernet WAN Service 10Gbps	1	\$12,314.46	\$147,773.52	\$0.00	\$0.00	\$147,773.52
SD-WAN enabled Ethernet WAN Service 20Gbps	1	\$26,317.79	\$315,813.48	\$0.00	\$0.00	\$315,813.48
SD-WAN enabled Ethernet WAN Service 40Gbps	1	\$32,131.90	\$385,582.80	\$0.00	\$0.00	\$385,582.80
<b>Dedicated Internet Access</b>						
Dedicated Internet Access 50Mbps	1	\$1,041.27	\$12,495.24	\$0.00	\$0.00	\$12,495.24
Dedicated Internet Access 100Mbps	1	\$1,287.40	\$15,448.80	\$0.00	\$0.00	\$15,448.80
Dedicated Internet Access 500Mbps	1	\$1,940.20	\$23,282.40	\$0.00	\$0.00	\$23,282.40
Dedicated Internet Access 1Gbps	1	\$1,632.80	\$19,593.60	\$0.00	\$0.00	\$19,593.60
Dedicated Internet Access 2Gbps	1	\$4,388.46	\$52,661.52	\$0.00	\$0.00	\$52,661.52
Dedicated Internet Access 5Gbps	1	\$4,856.65	\$58,279.80	\$0.00	\$0.00	\$58,279.80
Dedicated Internet Access 10Gbps	1	\$5,408.32	\$64,899.84	\$0.00	\$0.00	\$64,899.84
Dedicated Internet Access 25Gbps	1	\$11,427.97	\$137,135.64	\$0.00	\$0.00	\$137,135.64
Dedicated Internet Access 40Gbps	1	\$12,832.56	\$153,990.72	\$0.00	\$0.00	\$153,990.72
<b>4G/5G Wireless Service (Unlimited Data, no data)</b>						
4G/5G Wireless Service (Unlimited Data, no data)	1	\$371.43	\$4,457.16	\$0.00	\$0.00	\$4,457.16
<b>Leased Router</b>						
Leased Router (5mbps Service)	1	\$721.05	\$8,652.60	\$0.00	\$0.00	\$8,652.60
Leased Router (10mbps Service)	1	\$721.05	\$8,652.60	\$0.00	\$0.00	\$8,652.60
Leased Router (25mbps Service)	1	\$721.05	\$8,652.60	\$0.00	\$0.00	\$8,652.60
Leased Router (50mbps Service)	1	\$951.08	\$11,412.96	\$0.00	\$0.00	\$11,412.96
Leased Router (100mbps Service)	1	\$951.08	\$11,412.96	\$0.00	\$0.00	\$11,412.96
Leased Router (200mbps Service)	1	\$951.08	\$11,412.96	\$0.00	\$0.00	\$11,412.96
Leased Router (300mbps Service)	1	\$1,606.27	\$19,275.24	\$0.00	\$0.00	\$19,275.24
Leased Router (500mbps Service)	1	\$1,606.27	\$19,275.24	\$0.00	\$0.00	\$19,275.24
Leased Router (1Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (2Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (3Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (5Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (7Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (10Gbps Service)	1	\$1,967.84	\$23,614.08	\$0.00	\$0.00	\$23,614.08
Leased Router (20Gbps Service)	1	\$8,327.78	\$99,933.36	\$0.00	\$0.00	\$99,933.36
Leased Router (40Gbps Service)	1	\$8,327.78	\$99,933.36	\$0.00	\$0.00	\$99,933.36
<b>Managed Internet Service</b>						
Managed Internet Service (50Mbps)	1	\$2,028.64	\$24,343.68	\$0.00	\$0.00	\$24,343.68
Managed Internet Service (100Mbps)	1	\$2,274.77	\$27,297.24	\$0.00	\$0.00	\$27,297.24
Managed Internet Service (500Mbps)	1	\$2,927.57	\$35,130.84	\$0.00	\$0.00	\$35,130.84
Managed Internet Service (1Gbps)	1	\$9,095.04	\$109,140.48	\$0.00	\$0.00	\$109,140.48
Managed Internet Service (2Gbps)	1	\$11,850.70	\$142,208.40	\$0.00	\$0.00	\$142,208.40
Managed Internet Service (5Gbps)	1	\$12,318.89	\$147,826.68	\$0.00	\$0.00	\$147,826.68
Managed Internet Service (10Gbps)	1	\$12,870.56	\$154,446.72	\$0.00	\$0.00	\$154,446.72

Managed Internet Service (40Gbps)	1	\$20,294.80	\$243,537.60	\$0.00	\$0.00	\$243,537.60
<b>Total Annual Costs and Non-Recurring Costs</b>		<b>\$361,898.11</b>	<b>\$9,498,946.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,498,946.32</b>
<b>Miscellaneous Costs and Information</b>						
	<b>Provided by</b>		<b>Hourly Rate</b>	<b>Estimate of Hours</b>	<b>Total Cost</b>	
	<b>Vendor (Y or N)</b>	<b>Subcontractor (Y or N)</b>				
Extension of Circuit demarcation	Y	Y	\$ 160.00	100	\$16,000.00	
			<b>Cost per Circuit</b>	<b>Estimate of Requests</b>	<b>Total Cost</b>	
Expedite Charge			\$ 2,400.00	100	\$240,000.00	
<b>Overall Cost Summary</b>						
<b>Total Annual Costs and Non-Recurring Costs</b>						<b>\$9,498,946.32</b>
<b>Extension of Circuit demarcation</b>						<b>\$16,000.00</b>
<b>Expedite Charge</b>						<b>\$240,000.00</b>
<b>Total Cost for Evaluation</b>						<b>\$9,754,946.32</b>



### **Verizon Pricing Clarifications and Assumptions**

1. Per 4.3.2.3.3 All prices included in Pricing Page are bundled and include any associated surcharges.
2. Ethernet WAN Services includes Ethernet Access, PIP Port, Managed WAN Service - Monitor and Notify, Multi-VRF, Gold CAR, and surcharges.
3. SD-WAN enabled Ethernet WAN Service includes Ethernet WAN Services Bundle replacing Managed WAN Services - Monitor and Notify with Managed WAN Service - Full Management with Leased CPE and surcharges.
4. Dedicated Internet includes Ethernet Access, Internet Port, Managed WAN Service - Monitor and Notify with Wireless OOB, and surcharges.
5. 4G/5G Wireless Service includes 5G Business Internet with Unlimited Data, and no Data Throttling, Managed WAN Service - Full Management with Leased CPE, plus surcharges.
6. Leased Router includes Leased CPE and Maintenance (Smartnet) and surcharges.
7. Managed Internet includes Ethernet Access, Internet Port, Managed WAN Services - Full Management with Wireless OOB, Leased CPE, plus surcharges.



**EXHIBIT B: SITE LIST**

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The Exhibit B table is included on the following pages.



## EXHIBIT B - List of Sites

Street Address	Speed in MBPS
1 DEPOT ST, ROMNEY, WV 26757	10
1 DOT DR, MOUNDSVILLE, WV 26041	100
1 FREEDOMS WAY, CLARKSBURG, WV 26301	100
1 LOIS LN, GREENWOOD, WV 26415	50
1 LORY PL, JULIAN, WV 25529	20
1 MOUNTAINSIDE WAY, MOUNT OLIVE, WV 25185	100
1 O HANLAN PL, BARBOURSVILLE, WV 25504	10
1 O HANLAN PL, BARBOURSVILLE, WV 25504	50
1 PLAYERS CLUB DR, CHARLESTON, WV 25311	10
1 W VIRGINIA 97, MULLENS, WV 25882	10
1 WALDEN ROUSH WAY, POINT PLEASANT, WV 25550	10
10 MCJUNKIN RD, NITRO, WV 25143	300
100 COURT ST N, RIPLEY, WV 25271	20
100 DEE DR, CHARLESTON, WV 25311	100
100 MARKET PLACE MALL, WESTON, WV 26452	10
100 MUNICIPAL PLZ, WEIRTON, WV 26062	10
100 THORN CREEK RD, FRANKLIN, WV 26807	10
1000 CHAPLINE ST, WHEELING, WV 26003	20
1000 CONFERENCE CENTER DR, LOGAN, WV 25601	10
1001 ARMY RD, KINGWOOD, WV 26537	100
1001 CENTRE WAY, CHARLESTON, WV 25309	50
101 BEECH ST, GRAFTON, WV 26354	10
1012 KANAWHA BLVD E, CHARLESTON, WV 25301	10
1014 S RALEIGH ST, MARTINSBURG, WV 25401	20
1018 KANAWHA BLVD E, CHARLESTON, WV 25301	10
1019 PICKENS RD, PICKENS, WV 26230	5
102 3RD ST, LOGAN, WV 25601	10
102 N MAIN ST, KEYSER, WV 26726	10
1020 BROAD ST, SUMMERSVILLE, WV 26651	3
1023 N RANDOLPH AVE, ELKINS, WV 26241	10
1025 MAIN ST, WHEELING, WV 26003	10
1025 N RANDOLPH AVE, ELKINS, WV 26241	10
1027 N RANDOLPH AVE, ELKINS, WV 26241	50
1029 N RANDOLPH AVE, ELKINS, WV 26241	10
103 ACADEMY DR, GLENNVILLE, WV 26351	50
103 E MAIN ST, BRIDGEPORT, WV 26330	10
105 S EISENHOWER DR, BECKLEY, WV 25801	100
105 S RAILROAD ST, PHILIPPI, WV 26416	10
106 MARTIN DR, MOUNT HOPE, WV 25880	20
106 SAND MINE RD, BERKELEY SPRINGS, WV 25411	10
106B DEER VIEW DR, CHARLESTON, WV 25312	10
107 CAPITOL ST, CHARLESTON, WV 25301	100
107 DAVIS ST, ELKINS, WV 26241	10
107 E 4TH AVE, RANSON, WV 25438	10
107 PINECREST DR, BECKLEY, WV 25801	10
108 BACK VALLEY RD, LINDSIDE, WV 24951	10
108 LEE ST E, CHARLESTON, WV 25301	10
1081 COUNTRY CLUB RD, FAIRMONT, WV 26554	10
109 HCC BLVD, HUTTONSVILLE, WV 26273	100
109 TAVERN RD, MARTINSBURG, WV 25401	10
11 COMMERCE DR, WESTOVER, WV 26501	10

Street Address	Speed in MBPS
110 N MAIN ST, WEBSTER SPRINGS, WV 26288	20
110 N MAIN ST ,WEBSTER SPRINGS, WV 26288	10
110 PARK AVE, WELCH, WV 24801	10
110 STOCKTON ST, CHARLESTON, WV 25387	10
1101 GEORGE KOSTAS DR, LOGAN, WV 25601	300
1101 N RANDOLPH AVE, ELKINS, WV 26241	100
1106 RAILROAD ST, FARMINGTON, WV 26571	10
111 S EISENHOWER DR, BECKLEY, WV 25801	50
1110 RAILROAD ST, FARMINGTON, WV 26571	10
1116 SMITH ST ,CHARLESTON, WV 25301	10
112 NORTHERN REG CORRECTIONAL DR	50
1124 SMITH ST, CHARLESTON, WV 25301	500
11264 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
113 RANDOLPH ST, BECKLEY, WV 25801	5
1139 I 70 W, WHEELING, WV 26003	3
114 GRACE ST, DELBARTON, WV 25670	10
114 S HIGH ST, MORGANTOWN, WV 26501	10
115 AIKENS CTR, MARTINSBURG, WV 25404	10
115 CHURCH ST, SPENCER, WV 25276	10
11522 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
1159 NICK RAHALL GREENWAY, FAYETTEVILLE, WV	300
116 LIBERTY SQ, HURRICANE, WV 25526	10
1163 WILDLIFE RD, POINT PLEASANT, WV 25550	10
117 COURT ST N, RIPLEY, WV 25271	10
118 ADAMS ST, FAIRMONT, WV 26554	20
1186 N MILDRED ST, RANSON, WV 25438	10
119 RAILCROSS RD, CLARKSBURG, WV 26301	10
11923 CHARLESTON RD, RED HOUSE, WV 25168	5
120 WATER PLANT DR, MOOREFIELD, WV 26836	10
1200 AIRPORT RD, BEAVER, WV 25813	10
1200 HARRISON AVE, ELKINS, WV 26241	10
1201 DUNBAR AVE, DUNBAR, WV 25064	10
1201 GREENBRIER ST, CHARLESTON, WV 25311	100
1207 QUARRIER ST, CHARLESTON, WV 25301	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	50
124 COURT ST, ELIZABETH, WV 26143	20
124 MCGRAW ST, RIPLEY, WV 25271	10
1240 PAUL E MALONE RD, GRAFTON, WV 26354	10
1249 PRICHARD RD, PRICHARD, WV 25555	3
125 W MAIN ST, HARRISVILLE, WV 26362	10
12531 WINFIELD RD ,WINFIELD, WV 25213	20
1255 DYER HILL RD, SUTTON, WV 26601	50
1275 WARWOOD AVE, WHEELING, WV 26003	10
130 ACADEMY DR, DUNBAR, WV 25064	5
130 STRATTON ST, LOGAN, WV 25601	100
1300 GASTON CAPERTON DR, HOLDEN, WV 25625	50
1301 34TH ST, VIENNA, WV 26105	10
1301 OLD LEETOWN PIKE, KEARNEYSVILLE, WV 25430	10
131 HIGHLAND DR, WESTON, WV 26452	100
1317 HANSFORD ST, CHARLESTON, WV 25301	10
131A PENINSULA ST, WHEELING, WV 26003	50
1321 PLAZA E, CHARLESTON, WV 25301	100

Street Address	Speed in MBPS
1324 CHAPLINE ST, WHEELING, WV 26003	10
1325 COOK PKWY, OCEANA, WV 24870	10
13285 MOUNTAINEER DR, RIVERTON, WV 26814	5
1339 PLAZA E, CHARLESTON, WV 25301	10
1343 N PRESTON HWY ,KINGWOOD, WV 26537	10
1356 HANSFORD ST, CHARLESTON, WV 25301	50
137 PEACH CT, DANVILLE, WV 25053	10
1385 LOCUST AVE, FAIRMONT, WV 26554	10
14 COMMERCE DR, WESTOVER, WV 26501	50
140 SCHOOL ST, OAK HILL, WV 25901	5
1400 12TH ST, VIENNA, WV 26105	10
1400 VIRGINIA ST, OAK HILL, WV 25901	50
1406 KANAWHA ST ,POINT PLEASANT, WV 25550	10
1408 KANAWHA ST, POINT PLEASANT, WV 25550	10
141 FORESTRY CAMP RD, DAVIS, WV 26260	20
1411 N WALKER ST, PRINCETON, WV 24740	10
14115 N PRESTON HWY, BRUCETON MILLS, WV 26525	5
1415 EARL L CORE RD, MORGANTOWN, WV 26505	10
1439 MANSFIELD DR, PHILIPPI, WV 26416	5
144 JERRY LN, AUGUSTA, WV 26704	20
145 PILGRIM ST, INWOOD, WV 25428	10
146 STONEHOUSE RD, LEWISBURG, WV 24901	100
1471 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
148 MAPLEWOOD AVE, LEWISBURG, WV 24901	10
149 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1493 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
150 HOPEMONT DR, TERRA ALTA, WV 26764	20
150 ROBERT C. BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1501 EOFF ST, WHEELING, WV 26003	50
151 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1513 HARRISON AVE, ELKINS, WV 26241	10
1520 WINCHESTER AVE, MARTINSBURG, WV 25405	10
1525 DECKERS CREEK BLVD, MORGANTOWN, WV 26505	10
153 W MAIN ST, CLARKSBURG, WV 26301	20
1530 NORWAY AVE, HUNTINGTON, WV 25705	100
156 RESOURCE LN, FOSTER, WV 25081	50
159 DAVIS ST, PRINCETON, WV 24739	10
15933 APPALACHIAN HWY, THOMAS, WV 26292	5
1600 HARPER RD, BECKLEY, WV 25801	10
162 ARKWRIGHT AVE, MORGANTOWN, WV 26505	1000
163 WILDLIFE RD, FRENCH CREEK, WV 26218	10
1655 S PLEASANTS HWY, SAINT MARYS, WV 26170	10
166 DOH LN, BERKELEY SPRINGS, WV 25411	10
167 11TH AVE, SOUTH CHARLESTON, WV 25303	100
16964 CACAPON RD, GREAT CACAPON, WV 25422	3
17 MCDOWELL ST, WELCH, WV 24801	10
1700 MACCORKLE AVE SE, CHARLESTON, WV 25314	50
1701 5TH AVE, CHARLESTON, WV 25387	20
1703 COONSKIN DR, CHARLESTON, WV 25311	20
1740 UNION CARBIDE DR, SOUTH CHARLESTON, WV	20
1767 BEARHOLE RD, PINEVILLE, WV 24874	20
18 N TORNADO WAY, KEYSER, WV 26726	10
180 ASSOCIATION DR, CHARLESTON, WV 25311	10

Street Address	Speed in MBPS
1822 MAIN ST E, OAK HILL, WV 25901	10
1824 MURDOCH AVE, PARKERSBURG, WV 26101	10
18351 VETERANS MEMORIAL HWY, KINGWOOD, WV	10
186 HOSPITAL DR, GRANTSVILLE, WV 26147	10
1867 ROCK CLIFF DR, MARTINSBURG, WV 25401	10
19 CIRCLE DR, LOGAN, WV 25601	3
19 PUTNAM VILLAGE DR, HURRICANE, WV 25526	10
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	1000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	5000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
192 INDUSTRIAL PARK LN, BEECH BOTTOM, WV 26030	10
1948 WILTSHIRE RD, KEARNEYSVILLE, WV 25430	10
195 DAVIS ST, PRINCETON, WV 24739	10
195 DAVIS ST, PRINCETON, WV 24739	10
196 N TORNADO WAY, KEYSER, WV 26726	10
198 DAVIS ST, PRINCETON, WV 24739	10
1993 SMITHTON RD, WEST UNION, WV 26456	10
2 ARMORY WAY, SUMMERSVILLE, WV 26651	10
2 BROWN AVE, WESTON, WV 26452	10
2 O HANLAN PL, BARBOURSVILLE, WV 25504	20
200 ARLINGTON ST, CHELSEA, MA 02150-2375	500
200 DAVIS ST, PRINCETON, WV 24739	20
200 MAIN ST, SPENCER, WV 25276	10
200 N COURT ST, LEWISBURG, WV 24901	10
200 NEW RIVER TOWN CTR, BECKLEY, WV 25801	10
200 S VIKING WAY, MARTINSBURG, WV 25401	10
200 SAMARITAN DR, SHADY SPRING, WV 25918	10
200 STATE ST, MADISON, WV 25130	100
200 W MAIN ST, CLARKSBURG, WV 26301	10
2006 ROBERT C BYRD DR, BECKLEY, WV 25801	10
2006 TRAP SPRINGS RD, GRAFTON, WV 26354	50
2020 UNION CARBIDE DR, SOUTH CHARLESTON, WV	1000
203 DOH GARAGE RD, DANVILLE, WV 25053	10
203 E 3RD AVE, WILLIAMSON, WV 25661	10
203 KENOVA AVE, WAYNE, WV 25570	20
2031 PLEASANT VALLEY RD, FAIRMONT, WV 26554	50
206 SENIOR LN, PARSONS, WV 26287	10
209 MARION SQ, FAIRMONT, WV 26554	10
210 BROOKS ST, CHARLESTON, WV 25301	10
210 MAIN ST, MIDDLEBOURNE, WV 26149	10
211 6TH ST, PARKERSBURG, WV 26101	50
211 E 5TH AVE, RANSON, WV 25438	10
211 VALHALLA LN, MARLINTON, WV 24954	10
212 E MAIN ST, GLENVILLE, WV 26351	10
2120 NORTHWESTERN TPKE, BURLINGTON, WV 26710	100
213 KENMORE DR, DANVILLE, WV 25053	10
215 W MAIN ST, CLARKSBURG, WV 26301	10
22 HERBERT AVE, SMITHBURG, WV 26436	20
220 W MAIN ST, HARRISVILLE, WV 26362	10

Street Address	Speed in MBPS
222 PAYNE ST, HILLSBORO, WV 24946	50
222 S VIKING WAY, MARTINSBURG, WV 25401	10
22278 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
22288 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
22445 ALLEGHENY HWY, HARMAN, WV 26270	5
225 E 3RD AVE, WILLIAMSON, WV 25661	10
225 HOLIDAY HILLS DR, PARKERSBURG, WV 26104	50
2266 PENNSYLVANIA AVE, CHARLESTON, WV 25302	5
229 E MARTIN ST, MARTINSBURG, WV 25401	10
23 HOSPITAL DR, PETERSBURG, WV 26847	10
23 WABASH AVE, PHILIPPI, WV 26416	10
230 HEAVNER AVE, ELKINS, WV 26241	10
231 CAPITOL ST, CHARLESTON, WV 25301	10
2310 KANAWHA BLVD E, CHARLESTON, WV 25311	100
2311 OHIO AVE, PARKERSBURG, WV 26101	50
23236 GEORGE WASHINGTON HWY, AURORA, WV 26705	5
235 BARRETT ST, GRAFTON, WV 26354	10
239 COURT AVE, WESTON, WV 26452	10
239 WILLOW SPRING DR, CHARLES TOWN, WV 25414	10
24 RULAND RD, KEARNEYSVILLE, WV 25430	10
2403 FAIRLAWN AVE, DUNBAR, WV 25064	20
2403 FAIRLAWN AVE, DUNBAR, WV 25064	50
242 MAIN ST, CASS, WV 24927	10
245 POINT MOUNTAIN RD, VALLEY HEAD, WV 26294	5
2460 MURPHYS RUN RD, BRIDGEPORT, WV 26330	100
248 DUNHAM CUT RD, BELINGTON, WV 26250	5
24940 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24948 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24954 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
25 BRUSH COUNTRY RD, MARLINTON, WV 24954	5
25 RED OAKS SHOPPING CTR ,RONCEVERTE, WV 24970	3
2507 9TH AVE, PARKERSBURG, WV 26101	10
255 DEPOT ST, WESTON, WV 26452	10
257 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	10
2619 PENNSYLVANIA AVE, WEIRTON, WV 26062	10
26452 EAST LYNN RD, WAYNE, WV 25570	20
26452 EAST LYNN RD, WAYNE, WV 25570	50
269 AIKENS CTR, MARTINSBURG, WV 25404	202
269 CHARLESTON RD, SPENCER, WV 25276	5
2699 PARK AVE, HUNTINGTON, WV 25704	100
270 MYLAN PARK LN, MORGANTOWN, WV 26501	50
2700 CHARLES AVE, DUNBAR, WV 25064	10
2800 WASHINGTON ST W, CHARLESTON, WV 25387	5
2807 JACKSON AVE, POINT PLEASANT, WV 25550	10
2807 JACKSON AVE, PT PLEASANT, WV 25550	10
281 TUNNEL HILL RD, SALEM, WV 26425	5
284 FACTORY ST, CLARKSBURG, WV 26301	10
2850 5TH AVE, HUNTINGTON, WV 25702	10
286 BLUE PRINCE RD, BLUEFIELD, WV 24701	10
2880 N PLEASANTS HWY, SAINT MARYS, WV 26170	100
2935 COMMERCE ST, WELLSBURG, WV 26070	5
295 SKIDMORE LN, SUTTON, WV 26601	10
2959 US ROUTE 52, HANOVER, WV 26839	5

Street Address	Speed in MBPS
299 CONFEDERATE RD, FRANKLIN, WV 26807	10
300 CAPITOL ST, CHARLESTON, WV 25301	10
300 LAKEVIEW CTR, PARKERSBURG, WV 26101	100
300 TECHNOLOGY DR, SOUTH CHARLESTON, WV 25309	5
301 AMBROSE LN, PRINCETON, WV 24739	5
301 EAGLE MOUNTAIN RD, CHARLESTON, WV 25311	10
304 SCOTT AVE, MORGANTOWN, WV 26508	10
3100 16TH STREET RD, HUNTINGTON, WV 25701	10
312 3RD AVE, HINTON, WV 25951	10
313 ANTHONY CENTER RD, WHITE SULPHUR SPRINGS,	50
3134 AMMA RD, AMMA, WV 25005	5
314 FAYETTE PIKE, MONTGOMERY, WV 25136	100
315 N OHIO AVE, CLARKSBURG, WV 26301	3
316 HOWARD AVE, MULLENS, WV 25882	10
316 MAPLEWOOD AVE, LEWISBURG, WV 24901	50
32 RANDOLPH AVE, ELKINS, WV 26241	10
320 ADAMS ST, FAIRMONT, WV 26554	10
320 SUMMERS ST, HINTON, WV 25951	10
321 MARKET ST, SPENCER, WV 25276	10
322 70TH ST SE, CHARLESTON, WV 25304	3
3225 ROBERT C BYRD DR, BECKLEY, WV 25801	10
32353 VETERANS MEMORIAL HWY, TERRA ALTA, WV	5
324 4TH AVE, SOUTH CHARLESTON, WV 25303	100
326 CENTRAL AVE, WAYNE, WV 25570	5
3266 WINFIELD RD, WINFIELD, WV 25213	10
3293 JEFFERSON ST N, LEWISBURG, WV 24901	10
33 MOUNTAINHEART LN, MATHENY, WV 24860	10
33 SOUTHFORK PLAZA DR, BUCKHANNON, WV 26201	10
330 HARPER PARK DR, BECKLEY, WV 25801	20
330 RED OAKS SHOPPING CTR, RONCEVERTE, WV 24970	20
34 AUCTION LN, BUCKHANNON, WV 26201	20
34 STATE HL, CAPON BRIDGE, WV 26743	5
3405 WINFIELD RD, WINFIELD, WV 25213	10
350 CAPITOL ST, CHARLESTON, WV 25301	300
3549 MAIN ST, WEIRTON, WV 26062	10
355 DOLAN DR, AUGUSTA, WV 26704	20
3554 TEAYS VALLEY RD, HURRICANE, WV 25526	10
357 WALNUT ST, HAMLIN, WV 25523	10
357 WALNUT ST, HAMLIN, WV 25523	10
36 ALLENS FORK RD, SISSONVILLE, WV 25320	5
360 OLD ROUTE 73, BRUCETON MILLS, WV 26525	5
367 GUS R DOUGLASS LN, CHARLESTON, WV 25312	20
3708 SUTTON LN, SUTTON, WV 26601	50
3772 TEAYS VALLEY RD, HURRICANE, WV 25526	5
378 MAIN ST, GRANTSVILLE, WV 26147	10
38 GRAPEVINE RD, MARTINSBURG, WV 25405	50
38 SEVERNA PKWY MARTINSBURG, WV 25403	10
3870 NATIONAL RD, TRIADELPHIA, WV 26059	10
397 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	50
40 14TH ST, WHEELING, WV 26003	10
40 COMMERCE DR, WESTOVER, WV 26501	50
400 5TH ST, PARKERSBURG, WV 26101	20
400 ABBEY RD, BELINGTON, WV 26250	50

Street Address	Speed in MBPS
400 TELETECH DR, MOUNDSVILLE, WV 26041	50
401 2ND ST, PARKERSBURG, WV 26101	10
401 GUFFEY ST, FAIRMONT, WV 26554	10
404 MAIN ST, POINT PLEASANT, WV 25550	10
405 CAPITOL ST, CHARLESTON, WV 25301	10
407 NEVILLE ST, BECKLEY, WV 25801	50
408 ALEXANDER ST, CEDAR GROVE, WV 25039	10
408 EB SAUNDERS WAY, CLARKSBURG, WV 26301	10
408 LEON SULLIVAN WAY, CHARLESTON, WV 25301	20
409 VIRGINIA ST E, CHARLESTON, WV 25301	100
409 WOOD MOUNTAIN RD, GLEN JEAN, WV 25846	10
410 S MAIN ST, MOOREFIELD, WV 26836	10
416 ADAMS ST, FAIRMONT, WV 26554	100
4188 WASHINGTON ST W, CHARLESTON, WV 25313	10
4190 WASHINGTON ST W, CHARLESTON, WV 25313	100
428 MAIN ST, LOGAN, WV 25601	10
4285 CEDAR LAKES DR, RIPLEY, WV 25271	10
430 S 2ND AVE, PADEN CITY, WV 26159	10
431 RUNNING RIGHT WAY, JULIAN, WV 25529	100
4319 DENMAR RD, HILLSBORO, WV 24946	50
433 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	100
4476 TRIPLETT RIDGE RD, CLAY, WV 25043	50
4496 CEDAR LAKES DR, RIPLEY, WV 25271	10
45 18TH ST, WHEELING, WV 26003	10
450 S 1ST AVE, PADEN CITY, WV 26159	10
452 MAIN ST, CLAY, WV 25043	10
453 VAN VOORHIS RD, MORGANTOWN, WV 26505	50
454 MCDOWELL ST, WELCH, WV 24801	50
454 MCDOWELL ST, WELCH, WV 24801	100
467 MAIN ST, MADISON, WV 25130	10
47 SCHOOL ST, PHILIPPI, WV 26416	300
4701 MACCORKLE AVE SE, CHARLESTON, WV 25304	10
4720 BRENDA LN, CHARLESTON, WV 25312	100
4752 CHIMNEY DR, CHARLESTON, WV 25302	10
4757 POTOMAC HIGHLANDS TRL, GREEN BANK, WV	50
489 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	10
49 HAWKS NEST PARK RD, ANSTED, WV 25812	10
49 MATTALIANO DR, PHILIPPI, WV 26416	10
493 MUD LICK RD, BUCKHANNON, WV 26201	10
4947 ELK GARDEN HWY, ELK GARDEN, WV 26717	5
4994 ELK RIVER RD S, ELKVIEW, WV 25071	10
4994 ELK RIVER RD S, ELKVIEW, WV 25071	50
50 COURT ST, WELCH, WV 24801	10
500 QUARRIER ST, CHARLESTON, WV 25301	10
500 SUMMERS ST, CHARLESTON, WV 25301	1000
500 TELETECH DR, MOUNDSVILLE, WV 26041	10
5000 GREENBAG RD, MORGANTOWN, WV 26501	10
502 EAGLE MOUNTAIN RD, CHARLESTON, WV 25311	10
505 CAPITOL ST, CHARLESTON, WV 25301	10
512 WATER ST, BARBOURSVILLE, WV 25504	10
515 CENTRAL AVE, CHARLESTON, WV 25302	10
5187 US ROUTE 60, HUNTINGTON, WV 25705	10
5205 HUSKY HWY, MANNINGTON, WV 26582	5



Street Address	Speed in MBPS
5206 GAULEY TPKE ,HEATERS, WV 26627	5
53 KIESS DR, PETERSBURG, WV 26847	10
532 PENNSYLVANIA AVE, FAIRMONT, WV 26554	10
535 NORTH ST, UNION, WV 24983	10
537 ENTERPRISE DR, GASSAWAY, WV 26624	10
540 N JEFFERSON ST, LEWISBURG, WV 24901	10
541 HARLEY O STAGGERS DR, KEYSER, WV 26726	10
549 MALL RD, OAK HILL, WV 25901	10
550 INDUSTRIAL DR, OAK HILL, WV 25901	10
56 DOH DR, ROMNEY, WV 26757	10
56 PICKENS GRADE RD ,HACKER VALLEY, WV 26222	5
5707 MACCORKLE AVE SE, CHARLESTON, WV 25304	300
5900 GUYAN RIVER RD, BARBOURSVILLE, WV 25504	10
60 MANFRED HOLLAND WAY ,DUNBAR, WV 25064	20
60 PENNSYLVANIA ST, WEST UNION, WV 26456	10
600 7TH ST, MOUNDSVILLE, WV 26041	1000
600 CHURCH ST S, RIPLEY, WV 25271	10
605 CHERRY ST, SAINT MARYS, WV 26170	10
60B MOOREFIELD INDUSTRIAL PARK ,MOOREFIELD, WV	20
611 7TH AVE, HUNTINGTON, WV 25701	10
619 VIRGINIA ST W, CHARLESTON, WV 25302	100
62 REGAL CT, BERKELEY SPRINGS, WV 25411	10
6200 US ROUTE 60 E, BARBOURSVILLE, WV 25504	5
624 DEPOT ST, PARKERSBURG, WV 26101	100
627 LUBECK AVE, PARKERSBURG, WV 26101	10
6402 WEBSTER RD, COWEN, WV 26206	5
641 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	5
67 N TORNADO WAY, KEYSER, WV 26726	10
677 RIPLEY RD, SPENCER, WV 25276	10
69 16TH ST, WHEELING, WV 26003	20
7 INDUSTRIAL BLVD, INDUSTRIAL, WV 26426	50
7 PLAYERS CLUB DR, CHARLESTON, WV 25311	100
701 22ND ST, POINT PLEASANT, WV 25550	10
703 7TH AVE, HUNTINGTON, WV 25701	20
707 PROFESSIONAL PARK DR, SUMMERSVILLE, WV	50
71 WAYNE ST, FORT GAY, WV 25514	10
712 N MAIN ST, MOOREFIELD, WV 26836	10
714 WELLS ST, SISTERSVILLE, WV 26175	10
731 ELLENBORO RD, HARRISVILLE, WV 26362	5
738 WARD RD, ELKINS, WV 26241	10
738 WARD RD, ELKINS, WV 26241	10
750 5TH AVE, HUNTINGTON, WV 25701	10
7619 S CALHOUN HWY, MILLSTONE, WV 25261	5
765 JEFFERSON ST S, LEWISBURG, WV 24901	10
768 BRUSHY FORK RD, BUCKHANNON, WV 26201	10
795 VIRGINIA AVE, WELCH, WV 24801	50
80 N MAIN ST, WEBSTER SPRINGS, WV 26288	10
800 NEW RIVER TOWN CTR, BECKLEY, WV 25801	10
801 MADISON AVE, HUNTINGTON, WV 25704	100
8051 BLOOMERY PIKE, SLANESVILLE, WV 25444	3
808 B ST, SAINT ALBANS, WV 25177	10
812 QUARRIER ST, CHARLESTON, WV 25301	100
8174 OLD LOGAN RD, CHAPMANVILLE, WV 25508	10

Street Address	Speed in MBPS
818 CACAPON LODGE DR, BERKELEY SPGS, WV 25411	10
819 3RD AVE, MARLINTON, WV 24954	10
82 EMERGENCY DR, NEW CUMBERLAND, WV 26047	10
82 FFA DR, RIPLEY, WV 25271	50
8209 COURT AVE, HAMLIN, WV 25523	10
83 BRUSHY FORK RD, BUCKHANNON, WV 26201	100
830 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
830 VIRGINIA AVE, WELCH, WV 24801	10
836 LUNICE CREEK HWY, PETERSBURG, WV 26847	10
837 CHESTNUT RIDGE RD, MORGANTOWN, WV 26505	1000
8388 MARSHALL HWY, RAYSAL, WV 24879	3
840 VIRGINIA AVE, WELCH, WV 24801	10
843 SHELTER RD, PRINCETON, WV 24739	20
848 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
85 INDUSTRIAL DR, GRANTSVILLE, WV 26147	20
851 N STREETCAR WAY, MOUNT CLARE, WV 26408	5
852 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
8581 UNION HWY, MOUNT STORM, WV 26739	5
875 SWEET SPRINGS VLY RD, UNION, WV 24983	5
878 E MAIN ST, MILTON, WV 25541	20
88 SENIOR SQ, ELIZABETH, WV 26143	10
888 BURNSVILLE RD, BURNSVILLE, WV 26335	5
89 RICHARD D MINNICH DR, SUTTON, WV 26601	100
89 RICHARD D MINNICH DR, SUTTON, WV 26601	1000
900 EMMETT ROUSCH DR, MARTINSBURG, WV 25401	20
900 PENNSYLVANIA AVE, CHARLESTON, WV 25302	300
901 8TH ST, MOUNDSVILLE, WV 26041	10
901 SHELTER RD, PRINCETON, WV 24739	10
904 OLD FRAME RD, ELKVIEW, WV 25071	5
907 MISSION DR, PARKERSBURG, WV 26101	20
908 BULLITT ST, CHARLESTON, WV 25301	100
91 ARNOLD RD, WESTON, WV 26452	10
92 MCDOWELL ST, WELCH, WV 24801	10
9209 SENECA TRL, PARSONS, WV 26287	10
9288 COAL RIVER RD, SETH, WV 25181	5
9346 SENECA TRL, PARSONS, WV 26287	20
936 SHARPE HOSPITAL RD, WESTON, WV 26452	100
937 US HIGHWAY 19 S, WESTON, WV 26452	10
9390 RIVER RD, MULLENS, WV 25882	5
94 GRAPEVINE RD, MARTINSBURG, WV 25405	10
94 MAIN ST, CLAY, WV 25043	20
9407 SENECA TRL, MILL CREEK, WV 26280	5
95 GOSHEN RD, MORGANTOWN, WV 26508	5
956 YATES AVE, GRAFTON, WV 26354	3
980 ALTMAN AVE, PARKERSBURG, WV 26104	100

**APPENDIX A: VERIZON SUPPLEMENTAL MASTER TERMS AND SERVICE AGREEMENTS**

Verizon Supplemental Master Terms and Service Agreements are included in the following pages.



**\*\*\*The below standard terms and conditions govern the provision of Verizon services generally and the Service Attachments provide specific terms and conditions regarding the products and services Verizon offered in response to this RFP. These terms are intended to supplement the terms and conditions of the RFP, as negotiated and/or addressed by Verizon in its proposal. In the event of a conflict, the RFP contractual terms control.\*\*\***

## Verizon Supplemental Terms

### 1. SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service.
- 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.

### 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 Pricing.** 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.
- 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) non-recurring Charges 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 **Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Security or increase existing 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, where that rate is not permitted by applicable law or regulation (b) the maximum amount allowed. 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.

### 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: (i) the end of the period of notice; or (ii) 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](http://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.

3.3 **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.

### **3.4 Termination for Cause or Insolvency**

3.4.1 **Cause.** Either Party may terminate for Cause immediately, by notice: (i) the Agreement where the Cause has application to all Services then provided under the Agreement; or (ii) 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 Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (i) all accrued but unpaid Charges incurred up to and including the date of such termination; (ii) 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 (iii) any applicable Early Termination Charges.

**3.5.2 Consequences of Termination by Verizon for Cause/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 the Cancellation of  
Order Charges specified in the Service Attachment (if any) 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.** Customer will not be charged the full Early Termination Charge set forth in part (b) of the preceding clause for moves or changes. Instead, for moves or changes to Optimized Services the Early Termination Charge described in part (b) of the preceding clause will be reduced by the recurring Charges for the replacement Optimized Service multiplied by the number of months in the new Service Commitment. To qualify as a move or change, changes to the Optimized Services must be placed at the same time 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) 75% (or other percentage detailed elsewhere in the Agreement) of the shortfall in any Volume Commitment(s) in the Contract Year of termination; and (b) 75% (or other percentage detailed elsewhere 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 (referred to here as grandfathering). Accordingly, Verizon may terminate Services 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 grandfather a Service (or any part thereof) 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 during the Annual Period in which an Event first occurred. 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) there is a series of connected Events, such will be considered a single Event and will be deemed to have occurred in the Annual Period in which the first Event occurred.

- 8.1.2 **CPE Liability.** The entire liability of Verizon and its Affiliates for Events arising in connection with the sale of CPE is limited to the Charges for the specific CPE giving rise to the particular Event. This clause 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: (i) special damages, (ii) incidental damages, (iii) exemplary damages, (iv) punitive damages, (v) indirect and/or consequential loss, (vi) loss of sales or business, (vii) loss of value, (viii) loss of use, (ix) loss of goodwill, (x) damage to reputation, (xi) loss of data, (xii) loss of anticipated savings, or (xiii) business interruption.
- 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 indemnification obligation under the Agreement; (e) damages, including with respect to loss of or damage to real property or tangible personal property, resulting from gross negligence or intentional tortious conduct of a Party; and (f) any liability of Customer and Participating Entity with respect to 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. CUSTOMER DATA AND CONFIDENTIALITY

### 9.1 Customer Data

- 9.1.1 **Customer Data.** Verizon, and Verizon Affiliates and their respective agents will, by virtue of the provision of Services, come into possession of Customer Data.
- 9.1.2 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect Regulated Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing which



measures may for example relate to data handling practices, backup procedures and server, workstation and transmission security for internal communications.

- 9.1.3 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on notice, and any agreed errors in such Regulated Customer Data will be rectified.
- 9.1.4 **Use of Customer Data.** By entering into the Agreement, Customer expressly and unequivocally consents to Verizon, Verizon Affiliates and their respective agents, using, processing and/or transferring Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; invoicing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis including in the manner described in the Privacy Policy; and (c) to communicate to Customer regarding services.
- 9.1.5 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant Parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause entitled Customer Data and Confidentiality.
- 9.1.6 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to: (a) provision, manage, account or invoice for Services; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending notice to Verizon in the prescribed form, available from Verizon on request.
- 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: (i) use the other Party's Confidential Information only for purposes of the Agreement; (ii) not disclose it to third parties except as provided below; and (iii) 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. 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 **Access.** 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 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 any applicable fees, Customer is granted a License. Customer may not use the Software either in connection with the products and/or services of any third party or to provide services for the benefit of any third party. 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.** Except as expressly prohibited by law or regulation or as set forth in the Agreement, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
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.verizonenterprise.com/terms](http://www.verizonenterprise.com/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. **NETWORK MONITORING.** 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.
17. **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 accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving,



transmitting, storing, processing or using, including without limitation Customer Data, individual health and financial Content.

## 18. GENERAL

- 18.1 **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. 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.
- 18.2 **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.
- 18.3 **Dispute Resolution.** Any controversy, claim, or dispute (“Disputed Claim”) arising out of or relating to the Agreement (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together “Equitable Claims”), must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon the Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in the Agreement and the USSA, and has no authority to award relief in excess of what the Agreement provides or to order consolidation or class arbitrations. 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 in accordance with the procedure noted above. 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. The arbitration will be held in a mutually agreed-to location, and is final and binding.
- 18.4 **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 (including where Verizon does not have an established legal presence), 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.
- 18.5 **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.





- 18.6 **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 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).
- 18.7 **Notices.** Except as set out in the clause entitled Verizon Enterprise Center (VEC) Termination Requirement, 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: <a href="mailto:notice@verizon.com">notice@verizon.com</a> With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Verizon Business Services 500 Summit Lake Drive Office 4-04 Valhalla, NY 10595 Attn: Vice President, Legal
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- 18.8 **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.
- 18.9 **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 Customer 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).
- 18.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.
- 18.11 **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.

18.12 **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 be 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.

18.13 **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.

19. **CUSTOMER CONSENT TO USE OF U.S. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).** Verizon desires to give you the best digital and connected experience and the most reliable products and services. Verizon protects all your Customer information, but may need to share your Customer information with our affiliates, and with our partners, vendors, and agents, in order to offer and provide products and services to you, our Customer. The Federal Communications Commission, and various states, require Verizon, and indeed all telecommunications providers, to protect Customer Proprietary Network Information (CPNI). CPNI is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of a Customer's telecommunications and interconnected VoIP services purchased from a provider, and related local and toll billing information. Verizon respects our Customers' rights to the protections afforded by these laws and regulations. By signing the USSA, Customer grants Verizon permission to use, give access to, and share, Customer's CPNI between and among Verizon and its Affiliates, and with their agents, contractors, and partners, solely so Verizon and its affiliates can offer Customer our current and future products and services; and to disclose any of Customer's current and future affiliates' CPNI to Customer upon Customer's request. Additionally, Customer represents that the individual signing the USSA has the authority to grant this permission to Verizon. You, our Customer, may withdraw or limit your consent at any time via email at [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) or at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com). Please note that your consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect existing service delivery.

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

20.1 **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.

20.2 **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.

- 20.3 **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.
- 20.4 **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.
- 20.5 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)
- 20.6 **Necessary Information.** 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.
21. **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: (i) have been invoiced; and (ii) 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.

“Cancellation of Order Charges” means the charges (if any) specified in the Administrative Charges table in a Service Attachment.

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



"Commitment Effective Date" means the first day of the first full month following the Commencement Date.

"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 this provision, (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 Order.

"Contract Year" means the 12 month period beginning on the Commitment Effective Date and each anniversary thereafter, or as set forth in the Agreement.

"Convenience" means termination by a Party for any reason other than: (i) for Cause; (ii) if the other Party experiences an Insolvency Event; or (iii) pursuant to the clauses entitled Service Level Agreement or Force Majeure.

"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 voice and data transmissions (including the originating and destination numbers and IP addresses, date, time, duration of voice or data transmissions, and other data necessary for the establishment, invoicing or maintenance of the transmission), data containing information regarding Customer, its employees and users including personal and/or private information and other data provided to or obtained by Verizon, Verizon Affiliates and their respective agents and employees in connection with the provision of the Services. A reference to Customer Data will include Regulated Customer 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, 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; (f) other Charges expressly excluded by the Agreement (including in any Service-specific pricing URL). Whether Charges are Eligible Charges does not depend on which Verizon entity is providing the Services. Charges of the same type, incurred by Participating Entities and subject to the Agreement, are treated as Eligible Charges for purposes of satisfying Customer’s Volume Commitment(s).

“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.

“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, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

An “Insolvency Event” occurs when a Party: (i) files for bankruptcy; (ii) 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; (iii) passes a resolution for its voluntary dissolution or liquidation; (iv) has a receiver or manager appointed over all, or substantially all, of its assets; (v) makes an assignment for the benefit of all, or substantially all, of its creditors; (vi) 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; (vii) becomes incapable of paying its undisputed debts when due; or (viii) 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 to the Master Terms. The Master Terms may also be referred to as the Online Master Terms.

“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.

“NSS” means No Sign SOF and refers to an Order which is accepted by Verizon via the NSS Process.

“NSS Process” means the process set out in the Agreement in the clause entitled No Sign SOF (NSS) Process.

“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 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.

“Privacy Policy” means the applicable Verizon Privacy Policy set out at [www.verizonenterprise.com/privacy/](http://www.verizonenterprise.com/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.

“Regulated Customer Data” means Customer Data the use, processing or transfer of which is regulated by law or regulation as personal data.



"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.

"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 paper 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" means the period of time 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" or "SOF" has the same meaning as 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. Governmental Charges” or “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.

“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.

“Verizon” means the Verizon entity that is the contracting party to the USSA or an Order as the context requires (including by way of 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.verizonenterprise.com/service/g\\_service\\_provider\\_list.htm](http://www.verizonenterprise.com/service/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 Commitment Effective Date.

#### E-RATE FUNDING RELATED TERMS AND CONDITIONS SERVICE ATTACHMENT

### 1. **General.**

1.1 **Applicability.** The terms and conditions of this Service Attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-rate funding (“E-rate Services”) under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC (“E-rate Program”). In the event of a conflict, the Terms and Conditions of a specific promotion Service Attachment will take precedence over Terms and Conditions in the E-rate Funding Related Terms and Conditions Service Attachment.

1.2 **Delayed Implementation.** Upon written request, Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services until such time as Customer notifies Verizon in writing (a) of USAC's approval of E-rate funding, or (b) to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved). Notwithstanding the duration of the delay,



Verizon will hold the associated pricing only until **September 30th of the applicable E-rate funding year** in all such cases, Customer shall be responsible for payment as set out in Section 3.2 below. However, notwithstanding the delay request, if within twelve (12) months after the Agreement is signed by either party, Customer has neither notified Verizon in writing that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.

- 1.3 **Term and Survival.** Notwithstanding any other provisions to the contrary set forth in the Agreement, the Initial Term and Effective Date for E-rate Services will be as noted below.

Provided that Customer has signed and delivered this Agreement to Verizon no later than the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the "Initial Term" for the E-rate Services will be scheduled as follows:

- For installed services (aka renewal of existing circuits), service date will become effective **July 1<sup>st</sup> of the applicable E-rate funding year** or at the end of the Customers contract term, whichever is later ("Effective Date").
- For new installations, the service date will become effective as soon thereafter as such E-rate Services are installed ("Effective Date").

If Verizon has not received the signed Agreement from Customer by the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the Initial Term for the E-rate Services will be scheduled to commence on the 1st day of the 2nd billing cycle following Verizon's receipt of the signed Agreement from Customer, or as soon as such E-rate Services are installed if not previously installed, but in no event earlier than **July 1<sup>st</sup> of the applicable E-rate funding year**. The Initial Term shall end upon completion of the number of months specified as the Initial Term in the Agreement following the commencement of the Initial Term.

Unless otherwise agreed, the Initial Term for new or additional E-rate Services installed after the Initial Term begins will be co-terminus with the Initial Term applicable to the other E-rate Services.

At the end of the Initial Term, the Agreement for these E-rate Services may be subject to extension or continuation to the extent so provided in the provisions of the Agreement applicable to these E-rate Services. In the event the E-rate Services are provided to, and used by, Customer after the signature of this Agreement but prior to **July 1<sup>st</sup> of the applicable E-rate funding year**, then Customer shall pay the rates set forth in this Agreement unless a prior written agreement is in effect and applicable to such pre-July 1 time period.

## 2. **Representations.**

- 2.1 Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-rate Program.
- 2.2 Customer represents that it will seek E-rate funding under the Federal Universal Service Fund from the USAC with respect to the E-rate Services to be provided pursuant to this Agreement.



2.3 Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular E-rate Services for E-rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-rate Program. Any reference in the Agreement to E-rate eligibility or ineligibility is not determinative, but is for ease of reference only.

### **3. Customer Responsibilities.**

3.1 Customer is solely responsible for applying for and securing any E-rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

3.2 If for any reason Customer fails to qualify for or secure E-rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the E-rate Services provided under the Agreement that are not paid to Verizon from E-rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement. Notwithstanding any other provisions set forth in the Agreement, a lack of E-rate funding, in whole or in part, shall not be treated nor deemed as a non-appropriation of funds under any "non-appropriations of funds" (or similar) law, regulation or provision set forth or incorporated in this Agreement.

3.3 Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.



## PRIVATE IP SERVICE

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### 1. 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.

### 2. 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
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.verizonenterprise.com/external/service\\_guide/req/cp\\_war\\_plus\\_wan\\_analysis\\_reporting.pdf](http://www.verizonenterprise.com/external/service_guide/req/cp_war_plus_wan_analysis_reporting.pdf)

For non-U.S. Services:

[www.verizonenterprise.com/external/service\\_guide/req/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_2017D\\_EC01.pdf](http://www.verizonenterprise.com/external/service_guide/req/cp_war_plus_wan_analysis_reporting_2017D_EC01.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.

### 2.1.4 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.

## 3. 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 Service 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 document in the form set out in Schedule 1 hereto ("Pro Forma"). To the extent that the information required by the Pro Forma cannot be completed (or is otherwise not completed) until after the Service 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 Other Service Providers (OSPs) 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 **Use Restrictions in Turkey.** Due to blocking orders issued by the Turkish government prohibiting access to thousands of sites on the Worldwide Web, the use of the Service by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of the Service by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer will indemnify and hold harmless Verizon from any fines, penalties, losses, damages, costs or expenses arising out any violation by Customer or its authorized users of the foregoing prohibition. Each party will promptly notify the other of any such claim.
- 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 and indemnify, defend, and hold Verizon harmless for any claims arising from Customer's violation of such regulations.

4. **SERVICE LEVEL AGREEMENT (SLA)**

Private IP Service Level Agreement for Optimized Private IP Service +:  
[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_pip\\_plus\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_pip_plus_sla.pdf)

Private IP SLA Summary and Service Level Agreement for non-Optimized Private IP Service:  
[www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_pip\\_sla\\_summary\\_page\\_SG.htm](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_pip_sla_summary_page_SG.htm)

5. **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.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/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

- 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. In addition, online pricing for Service provided by a U.S. Verizon entity is at [www.verizonenterprise.com/external/service\\_guide/reg/cp\\_private\\_ip\\_service.htm](http://www.verizonenterprise.com/external/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.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/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.

### Schedule 1 – Customer Indian Affiliate/user Undertakings

Schedule 1 – For Customers ordering Private IP Service that contain ports in India, please go to [www.verizonenterprise.com/external/service\\_guide/reg/g\\_india\\_schedule1.pdf](http://www.verizonenterprise.com/external/service_guide/reg/g_india_schedule1.pdf), for the Customer Indian Affiliate/user Undertakings.

## ACCESS

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6. DEFINITIONS

### 1. GENERAL

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 **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.

1.3.2 **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.



3.3 **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.

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 **Express Connect.** Verizon provides Wireless Service to supported Verizon services until the Verizon provided network service is activated; except for customers outside the U.S. who requested a wireless connection only. In the U.S. Wireless Service is provided by Verizon Wireless. At the time wired service is activated, this Wireless Service is converted to a backup service. Details on supported Verizon services is available from Verizon upon request.

2.1.2.2 **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.

2.1.2.3 **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.

2.1.2.4 **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.

2.1.2.5 **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).

2.1.2.6 **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 Express Connect, 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

- 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.





2.1.3 **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

2.2.2.1 **Service Definition.** Verizon provides Access 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 customer-facing card on the (NID) at the same Customer Site.

## 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](http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) (at [http://www.verizon.com/business/service\\_guide/reg/ncp\\_mci800.htm](http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm)) and [Vnet](https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_vnet.htm](https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm)), and MCI 800 Service and [MCI Vision](https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_vision.htm](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/q\\_general\\_definitions.htm#mci\\_legacy\\_company](http://www.verizon.com/business/service_guide/reg/q_general_definitions.htm#mci_legacy_company)) 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](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm) /MCI 800 Service and [MCI Prism 1](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_prism\\_i.htm](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 to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will 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 **Express Connect; Wireless Backup.** The Parties acknowledge and agree that Wireless Service delivered in the U.S., except Broadband Service, is sold and provided by Verizon Wireless.



2.3 **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 **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.

3.2.3.5 **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).

**3.2.3.6 Taxes, Surcharges and Exemptions:** If any governmental tax, fee, assessment or other charge is required by law to be collected from Customer (each, a "Tax"), or a serving carrier charges tax to Verizon on a roaming call made by Customer, then Verizon may bill such amount to Customer, and Customer shall pay such amount. If Verizon 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 may bill Customer 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 with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon at Customer's request is found not to apply, then Customer shall upon demand pay Verizon the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon shall not issue credits for a Tax that is billed prior to Verizon's receipt of evidence of exemption.

### 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](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/](https://www.verizon.com/business/terms/us/products/satellite_services/private_ip/).

### 5. FINANCIAL TERMS

**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](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](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.

5.1.3 **Special Construction.** If, after an Order is placed, Verizon finds that 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 **Express Connect – U.S. Only.** Customer will pay Verizon’s standard MRC for Wireless UNI plus an NRC that covers all of Customer’s usage while Wireless UNI is being used as Express Connect.
- 5.1.7 **Express Connect - Outside the U.S.** Customer will pay Verizon’s standard MRC for the data plan selected for the wireless connection and the overage usage charges, as applicable.
- 5.1.8 **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.
- 5.1.9 **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.
- 5.1.10 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.
- 5.1.11 **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.
- 5.1.12 **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.
- 5.1.13 **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.





- 5.1.14 **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.
- 5.1.15 **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](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.
- 5.2.2 **Special Construction.** If, after an Order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access Service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the Order(s) affected by the special construction charges, with no Early Termination Charge(s).
- 6. **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](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.





## INTERNET DEDICATED SERVICE

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### 1. GENERAL

1.1 **Service Definition.** Internet Dedicated Service (IDS) provides connectivity to the Internet via the Verizon Network.

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.

1.2 **Standard Features.** IDS includes the following standard features:

- IP service with static or dynamic (BGP) routing.
- Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses are provided by Verizon to be used by Customer for transporting Internet traffic with IDS. Acquiring or downgrading IDS as a method solely to obtain or retain IP addresses is not permitted.
- Traffic reports via the Verizon Enterprise Center (VEC) online portal.
- 7x24 hour customer support, monitoring and notification.

1.3 **Optional Features.** Customer may select any of the following features:

1.3.1 **Diversity.** With Diversity (subject to availability), Verizon provides a second equivalent Access Service 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.

1.3.2 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with IDS. Subject to availability and upon Customer request, Verizon will apply for and enter into a registry agreement to register domain names on Customer’s behalf.

1.3.3 **RIPE Registration (Europe).** Upon Customer request, Verizon will register an Autonomous System Number and/or provider-independent IP address ranges with the relevant registry ([www.ripe.net](http://www.ripe.net)) on Customer’s behalf, subject to applicable registry guidelines and policies.

1.3.4 **Shadow Service (Non-Optimized Service Only).** With Shadow Service, Verizon provides backup

access to its Network on a second equivalent Access Service for use in the event of an outage on the primary Service.

1.3.5 **Distributed Denial of Service (DDoS) Security.** DDoS Security is a managed, cloud-based, service designed to monitor, intercept and remove significant amounts of malicious DDoS traffic targeting Customer's IDS. DDoS Security includes:

- **Configuration and Reporting.** Verizon will configure DDoS Security in accordance with its policies as reasonably practicable. Verizon can send mitigation traffic reports to the Customer when DDoS Security mitigation is active.
- **Mitigation and Redirection.** Mitigation is the act of removing traffic deemed to be malicious from redirected (inbound) traffic. Redirection may be activated by request in the VEC online portal and occurs when traffic is routed to the DDoS Security mitigation nodes instead of Customer's normal routing path. When redirection is initiated, both legitimate traffic and DDoS attack traffic will be redirected to Verizon pre-deployed mitigation facilities. Within 30 minutes after Customer's inbound traffic is redirected to the DDoS Security mitigation platform, Verizon will initiate mitigation of inbound DDoS attack traffic. Multi-homed, Anycast, IPv6 and /32 subnets are not supported by DDoS Security.
- **Clean Traffic Return.** Verizon uses Multi Label Packet Switching Layer 3 Virtual Private Networking as a methodology to return clean traffic post mitigation.
- **Redirection Time Period and Service Overutilization.** Customer is responsible for submitting a request in the VEC online portal to start and stop the DDoS mitigation. If Customer exceeds 35 hours of redirection per calendar month, hourly overage charges will apply.

1.3.6 **Dynamic Network Manager (Optimized Service Only).** With Dynamic Network Manager, Customer can change and manage the IDS speed tiers through the VEC online portal or via an Application Program Interface.

## 2. SUPPLEMENTAL TERMS

### 2.1 DDoS Security Additional Terms

2.1.1 **Compliance.** Absent terms to the contrary in the Agreement, DDoS Security is implemented without specific controls that may generally be required or customary in any particular industry, and Customer is solely responsible for determining that DDoS Security satisfies Customer's obligations. Customer shall not use IDS or DDoS Security in any manner that imposes a legal obligation on Verizon that is not specifically agreed to in the Agreement. If Customer fails to comply with the obligations in this provision, then (a) Customer shall take, at Customer's expense, prompt action to correct and/or mitigate the effects of such failure; (b) Customer shall reasonably cooperate with Verizon's response to such failure and (c) Customer shall be solely responsible for any reporting requirements under law or contract arising from such failure. If Customer orders DDoS Security, then Customer warrants to Verizon that Customer has all rights and consents necessary for Verizon to provide DDoS Security.

2.1.2 **Disclaimer.** Verizon's entire liability and Customer's sole and exclusive remedies regarding DDoS Security (including, without limitation, relating performance) are set forth in the SLA for DDoS Security. When utilizing DDoS Security during a DDoS attack, Verizon does not guarantee that only DDoS attack traffic will be dropped or that only legitimate traffic will be allowed to reach Customer. Verizon does not warrant that DDoS Security will prevent all possible threats and vulnerabilities, or that such services will render Customer's network and systems invulnerable to all security breaches and vulnerabilities. Customer agrees that DDoS Security (a) constitutes only one component of Customer's overall security program and is not a comprehensive security solution; and (b) is not guaranteed to be uninterrupted or error-free, or to meet Customer's requirements. Verizon is not responsible for third party hardware, software, or other products or services unrelated to and not specifically a part of the DDoS Security.

- 2.1.3 **Data Processing and Storage Locations.** As part of providing DDoS Security, Verizon may transfer, store and process Customer Data in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities. By using DDoS mitigation services, including DDoS Security, Customer consents to this transfer, processing and storage of Customer Data either in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities.
- 2.1.4 **Export Control.** Customer represents and warrants that in connection with DDoS Security, Customer (a) will not provide Verizon access to export-controlled information without providing advance written notification to Verizon; and (b) is not subject to any government order suspending, revoking or denying privileges necessary for the performance of Customer's or Verizon's obligations under the Agreement.
- 2.2 **Speed Testing.** Verizon uses standard procedures to test the Access Service speed. Network latencies to speed test servers and other destinations on the Internet may vary e.g. by distance, routing, 3rd party IP networks and situations or events beyond Verizon's control.
- 2.3 **Bandwidth Shaping.** If Verizon provisions "bandwidth shaping" overhead adjustments on the Ethernet interfaces at the Verizon Network for data transferred to Customer site, it may be necessary (for speed configuration purposes) for Customer to apply policies at Customer's site for data transferred to the Verizon Network to prevent packet loss due to Ethernet protocol overhead used within the Verizon Network (depending on Customer's traffic profile).
- 2.4 **Resale.** IDS is designed for use by Customer and its direct end users. If Customer wishes to resell IDS in its entirety to another person or entity, it will first work with Verizon to agree upon the terms and conditions appropriate for resale.
- 2.5 **Installation.** Installation of IDS will be performed Monday through Friday during normal working hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge. Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner.
- 2.6 **Mass Market Customers.** Mass-market customers, as defined by the Federal Communications Commission, should view important information regarding Network Management Practices and Service Performance information for the Internet access service by visiting [www.verizon.com/about/our-company/open-internet](http://www.verizon.com/about/our-company/open-internet).
- 2.7 **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 Verizon Network. Customer shall comply with such regulations, as applicable.
- 2.8 **Geographic Restrictions (India Only).**
- 2.8.1 **No Internet Telephony.** Verizon's license from the Indian Ministry of Communications, Department of Telecommunications (DOT) requires Verizon to restrict use of IDS for Internet telephony. Customer shall not use, or permit others to use, IDS for Internet telephony except in one of the following three ways: (i) personal computer (within or outside India) to personal computer (within or outside India); (ii) personal computer (within India) to the public switched telephone network (PSTN) outside of India (PSTN connection gateway located outside India); or (iii) IP-based H.323 or SIP terminal connected directly to a licensed ISP within India to a H.323, SIP, or similar terminal connected directly to a licensed ISP anywhere in the world (including India).
- 2.8.2 **Restriction on Encryption Functionality.** Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit in connection with any use of IDS in India, then Customer must obtain approval from the relevant telecom authority. Customer will not employ bulk encryption equipment in connection with the Verizon Network in India.



2.8.3 **End User Identification.** Customer acknowledges that DOT in India and other Indian governmental authorities may require Customer to identify the end users of IDS in order to monitor and prevent unlawful activity over the Verizon Network. Where Customer uses Wi-Fi connectivity in relation to IDS, Customer shall employ appropriate authentication processes to secure the Verizon Network and retain records of all authorized end users of IDS. Such records shall include sufficient details to permit DOT or other Indian governmental authorities to identify and locate end users.

2.8.4 **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) using IDS in India, the Inspection Pro Forma document in the form found at the following URL: [www.verizon.com/business/service\\_guide/reg/cp\\_ids\\_plus\\_schedule\\_1\\_proforma.pdf](http://www.verizon.com/business/service_guide/reg/cp_ids_plus_schedule_1_proforma.pdf), Proforma for checking bona fide of Verizon IDS Customers.

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

2.9 **Internet Protocol Assignments.** Customer will utilize at least 80% of any IPv4 addresses obtained from any source prior to Customer's request for IP addresses for a new circuit order or for additional resources supporting an established circuit. Customer will utilize at least 80% of the requested IP addresses within 12 months of the point of issuance of the requested IP addresses. Customer acknowledges that IP addresses assigned to them remain non-portable and will be returned to Verizon upon circuit termination

3. **SERVICE LEVEL AGREEMENT (SLA).** The SLA for IDS is set forth at: [www.verizon.com/business/service\\_guide/reg/cp\\_ids\\_plus\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_ids_plus_sla.pdf) (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations. The SLA for DDoS Security is set forth at: [www.verizon.com/business/service\\_guide/reg/cp\\_ddos\\_security\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_ddos_security_sla.pdf).

#### 4. FINANCIAL TERMS

4.1 **Optimized Service.** Customer will pay the charges for Optimized IDS specified in the Agreement, including those below and at the following URL: [www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://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.

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Port	\$800.00
Expedite	Per Port	\$1,000.00
After Hours Installation	Per Port	\$1,000.00
Pending Order Change	Per Order	\$60.00
Physical Change	Per Order	\$60.00
Reconfiguration	Per Port	\$300.00

For Optimized Service, Customer selects from one of the following IDS pricing plans. Customer may change to a different pricing plan, once per calendar month per IDS, at any time after the Service Activation Date.

4.1.1 **Tiered.** With Tiered, Verizon provides IDS at the Customer-selected speed.

4.1.2 **Essential.** With the Internet Dedicated Essential, Verizon provides IDS at the Customer-selected



speed without a Service Level Agreement.

4.1.3 **Burstable.** With Burstable, Customer may subscribe to a Bandwidth Commitment which is less than the selected IDS speed. Customer may burst traffic up to the selected IDS speed. Customer requested changes for Burstable Bandwidth Commitments or changes to the Burstable Aggregation Group will be implemented on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Customer may select one of the following Burstable pricing plans:

- **Burstable Select.** If Customer’s Measured Use Level is greater than Customer’s Bandwidth Commitment per IDS for any month, Customer will pay the price for each Mbps over the circuit’s respective Bandwidth Commitment.
- **Burstable Aggregation.** Customer may associate multiple IDS services together as a Burstable Aggregation Group and will designate a Master Site within each defined group. Customer will pay the overage price based on the Master Site rates for each Mbps over the sum of Measured Use Level in a month above for the sum of the Bandwidth Commitments within Burstable Aggregation Group.

4.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized IDS as specified in the Agreement. In addition, online pricing for Services provided by a U.S. Verizon entity is at: [www.verizon.com/business/service\\_guide/reg/cp\\_internet\\_dedicated\\_services.htm](http://www.verizon.com/business/service_guide/reg/cp_internet_dedicated_services.htm).

5. **DEFINITIONS.** The following definitions apply to IDS, 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](http://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
<b>Access Services</b>	A service to connect a Customer to the edge of the Verizon Network (as purchased separately pursuant to separate Service Terms).
<b>Bandwidth Commitment</b>	The portion of a port speed which Customer may use in a monthly period without incurring an overage charge.
<b>BGP</b>	Border Gateway Protocol – A standardized network routing protocol.
<b>Burstable Aggregate Group</b>	A group of circuits aggregated together for the purpose combining the Measured Use Level for the aggregated circuits for the Burstable Aggregation service.
<b>Geographic Diversity</b>	A feature that automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon hub.
<b>IP</b>	Internet Protocol
<b>Master Site</b>	The circuit within a Burstable Aggregate Group that determines the overage Mbps price. There can only be one Master Site designated per Burstable Aggregate Group.
<b>Measured Use Level</b>	To calculate Customer’s “Measured Use Level,” Verizon samples Customer’s Service usage periodically throughout a given month. Customer’s usage at the 95th percentile of samples (i.e., samples representing the highest five percentiles of usage are discarded) is Customer’s Measured Use Level. For example, if Verizon took 100 samples of Customer’s 100 Mbps Service in a given month and Customer’s highest six samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.35 Mbps, and 11.39 Mbps, Customer’s Measured Use Level would be 11.39 Mbps for that month.
<b>Port</b>	An entrance to and/or exit from a network.
<b>Router Diversity</b>	A feature that automatically directs the second Access Service to a different switch or router.
<b>SIP</b>	Session Initiation Protocol – a standardized signaling protocol for VoIP.





## .S. PRIVATE LINE - INTRASTATE & INTERSTATE SERVICES

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6. DEFINITIONS

### GENERAL

- 1.1 **Service Definition.** U.S. Private Line (USPL) services provides private line transmission service within the U.S. Mainland. It is available in an Interstate version and an Intrastate version.
- 1.2 **Platforms.** These terms apply to non-optimized U.S. Private Line Services only.
- 1.3 **Standard Service Features**
  - 1.3.1 **Web Digital Reconfiguration Services (Web DRS).** As of November 1, 2011, Web DRS is no longer available to new Customers. Effective August 1, 2021, renewals will not be permitted. Furthermore, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services. Web DRS provides Customers with a web-based platform to manage the configuration of their U.S. Private Line circuits, connecting or re-routing circuits as needed using the following Web-based tools:
    - 1.1.1 **Switched DS1 Services (Web DRS SWDS1).** Web DRS SWDS1 allows Customers to temporarily access full DS1 bandwidth on demand, for example for infrequent high bandwidth applications such as video conferencing. It is available for DS1 only. Web DRS SWDS1 uses a mesh network of Inter

Device Trunks (IDTs) that connects strategic Wideband Digital Cross Connects (DXCs) in the U.S. Mainland. Tail circuits connect Customer to the Switched T1 Wideband DXC. Using the Web DRS tool, Customer selects any two Customer end points for a connection. Usage charges apply only for the time the connections are active. The connections can be enabled at the time of the request or they can be scheduled to go up and down at a later time.

- 1.3.1.2 **Fixed Network Reconfiguration Service (Web DRS FNR).** Web DRS FNR allows Customer to redirect its DS0, DS1 or DS3 bandwidth when they temporarily need additional capacity at another location for applications such as disaster recovery. Web DRS FNR uses a fixed network of multiple pre-defined Customer circuit routes connected to a single DXC. Using the Web DRS tool, Customer may change the route to which the current Customer capacity is assigned and reassign that capacity to a different circuit route.
- 1.3.2 **Echo Control.** Echo Control provides echo cancellation equipment for DS1 circuits. Echo cancellation devices monitor an incoming signal and generate a negative image which is combined with an echo signal negating the effects of echo on the line. Echo Control is required for each end of a DS1 circuit for IXC lengths of 500 miles or greater when used to transmit voice and analog data. Effective August 1, 2021, Echo Control will undergo cessation and is no longer available to new USPL customers. Renewals will not be permitted. Furthermore, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services.

## 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 service.
  - All facilities and internal cabling to connect Customer's Site to the Demarcation of the Wavelength Services Solution 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 Wavelength Services Solution.
- 1.4.2 **Entry to Customer Site.** Where Verizon requires entry to a Customer Site in order to provide (including, but not limited to, physical changes to Wavelength Services Solution 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 facilities at a mutually convenient time within 30 days of such notice from Verizon.

## AVAILABLE VERSIONS





i **U.S. Private Line Interstate Service.** As of October 1, 2010, orders for new circuits as well as orders for moves, adds, changes and upgrades for U.S. Private Line SONET are provided as Private Carriage Service.

2.1.1 **Service Description.** Interstate U.S. Private Line (USPL) services provides private line transmission service within the U.S. Mainland originating in a Verizon-designated Point-of-Presence (POP) in one Local Access Transport Area (LATA) and terminating in a Verizon-designated POP in another LATA via IXC transport. USPL offers a suite of analog, digital, and SONET services available on point-to-point, point-to-multi-point, and multipoint configurations. Access to these services is via dedicated Access or other compatible Verizon services.

2.1.2 **Terms.** U.S. Private Line Interstate Services are offered only on a jurisdictionally interstate basis. With respect to its use of U.S. Private Line Interstate Services, Customer agrees that more than 10 percent of Customer's per circuit traffic originates in one state and terminates in different state.

2.1.3 **Available Services.** The following USPL interstate services are available:

2.1.3.1 **Analog and Digital.** Analog and Digital USPL provide dedicated analog or digital service capable of supporting voice, data, and video communications via dedicated DS-0 (Hubless) Access, T-1 Digital Access, or DS-3 Local Access. The following services are available:

- **Analog.** Analog service (formerly Voice Grade Private Line or VGPL) provides analog signals at 2.4, 4.8, 9.6, and 19.2 kbps speeds. Multipoint and point-to-multipoint configurations are supported at data speeds of 2.4, 4.8 and 9.6 kbps. Analog circuits support Tie Line (TL), Automatic Ringdown (ARD), Manual Ringdown (MRD), Off-Premises Extension (OPX) and Foreign Exchange (FX) configurations. Effective August 12, 2014, VGPL underwent cessation and is no longer available to new USPL customers. Renewals of VGPL are no longer permitted. Effective August 1, 2021, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services.
- **Digital.** Digital services transmit simultaneous, full-duplex digital signals at the following speeds. Multipoint and point-to-multipoint configurations are supported at data speeds of 2.4, 4.8, 9.6 and 56 kbps.
  - **DS0 (Digital Signal Level 0).** DS0 transmits at 2.4, 4.8, 9.6, 56 and 64 kbps. Effective August 12, 2014, DS0 underwent cessation and is no longer available to new USPL customers. Renewals of DS0 are no longer permitted. Effective August 1, 2021, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York,

Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services.

- **Fractional DS1 (FDS1).** FDS1 transmits at 112/128 kbps through 1344/1536 kbps, in increments of 56/64 kbps. Effective August 1, 2021, Fractional DS1 (FDS1) will undergo cessation and is no longer available to new USPL customers. Renewals will not be permitted. Furthermore, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services.
- **DS1 (Digital Signal Level 1).** DS1 transmits at 1.544 Mbps. Effective August 1, 2021, DS1 (Digital Signal Level 1) will undergo cessation and is no longer available to new USPL customers. Renewals will not be permitted. Furthermore, moves, additions and changes (MACs) will no longer be permitted for existing customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. Effective March 31, 2022, Analog, DS0 (Digital Signal Level 0), Fractional DS1 (FDS1), DS1 (Digital Signal Level 1), and Optional Features Web Digital Reconfiguration Services (Web DRS) and Echo Control are discontinued and withdrawn for existing U.S. Private Line (USPL) customers except for circuits that originate or terminate in any of the following areas: Rhode Island, Massachusetts, New York, Connecticut, New Jersey, Delaware, Pennsylvania, Virginia, Maryland and Washington, DC. A reasonable transition period beyond March 31, 2022 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of these USPL services.
- **DS3 (Digital Signal Level 3).** DS3 transmits at 44.736 Mbps. One DS3 channel provides the equivalent information handling capacity of 28 DS1 channels or 672 voice equivalent circuits. DS3 is available in the following circuit topologies:
  - **Linear DS3.** Linear DS3 is a single DS3 IXC connecting two designated Verizon terminals on Verizon's digital fiber-optic network.
  - **Restorable DS3.** Restorable DS3 is a dedicated circuit that provides redundancy as it is provisioned over a physical ring topology.

2.1.3.2 **SONET.** (Private Carriage Service) Provides dedicated, point-to-point, optical private line services with synchronous optical network (SONET) transmission at speeds from 155 Mbps to 622 Mbps. The following bandwidths are available for IXC transport between Company-designated POPs: OC3 (155.520 Mbps), and OC12 (622.08 Mbps). Linear, and Restorable circuits are available for all speeds. Concatenated services are available for OC3s and OC12s. OC-48/48c and OC-192/192c may be available on an ICB basis.

2.1.3.3 **Wave.** Provides ROADM-based layer 1 transport of point to point un-protected private line services. USPL Wave is priced ICB with customer interface options for:

2.1.3.3.1 **Customer Interfaces.** See the Verizon Wavelength Services Interface Specifications for details on the following customer interfaces.

- 1 Gb/s Wavelength Service with optical interfaces for 1000BASE-x
- 10 Gb/s Wavelength Service with standard-based optical interfaces for:
  - Ethernet:
    - 10GbE via IEEE 10GBASE-xR (10G LAN PHY)
    - 10GbE via IEEE 10GBASE-xW (10G WAN PHY)
  - SONET or SDH:
    - 10G Transparent Synchronous Frame (TSF) specified by the customer as SONET OC-192 or SDH STM-64
- TSF allows transparent transport of the customer's Data Communications Channel (DCC) (Overhead bytes D1-3 and D4-12) as well as the K1 and K2 line overhead bytes used for APS in customer BLSRs. It also supports OC-192c.
  - OTN:
    - OTU2 (10.7Gb/s) as OTM-0.2 via ITU-T G.959.1 Application Code P111-2D1. This is an ITU-T G.709 compliant interface.
    - OTU2E (11.09 Gb/s) via ITU-T G.959.1 Application Code P111-2D1
- 40 Gb/s Wavelength Service with optical interfaces for:
  - 40GbE via IEEE standard 40GBASE-LR4
- 100 Gb/s Wavelength Service with optical interfaces for:
  - 100GbE via IEEE standard 100GBASE-LR4
    - OTU4 (112 Gb/s) as OTM-0.4 via ITU-T G.695 Application Code 4I1-9D1F.
- Access to USPL Wave service is by either:
  - Type 1 access circuits are those for which the local loop is furnished wholly via either: (a) MCI Legacy Company facilities, (b) facilities which are collocated in MCI Legacy Company facilities, or (c) other Verizon facilities designated as Type 1 in the Guide.
    - The type 1 on-net Access to Verizon lit buildings (for the USPL Wave product) is provided via the Metro Private Line Access Services product in the Guide.
    - On-net access to Multi-tenant Data Centers and Carrier Hotels (for the USPL Wave product) is also available with special rates per the Metro Private Line Access Services product in the Guide.
    - On-net access (for the USPL Wave product) via fMCI legacy company dedicated rings uses the MPL DMS product as described in the Metro Private Line Access Services product in the Guide.
    - On-net access (for the USPL Wave product) via Verizon ILEC dedicated rings using the IOS (Integrated Optical Services) product is also available.
  - Type 3 access circuits are those for which the local loop is not furnished via provisioned on third party networks but are ordered and billed on Customer's behalf by Verizon.
- Customer Provided Access (for the USPL Wave product) is also allowed when the Customer is co-located at Verizon serving LD POPs. Verizon cross-connects are made to the intra-building customer premises location per the Metro Private Line Access Services in the Guide.

## 2.2 Optional Service Features

2.2.1 **Special Routing.** Special routing include a circuit path for one or two circuits that is specified at the POP to POP level of granularity. The routing of the outside plant fiber for each circuit with special routing (a single Mandatory Route or a Diverse Mated Pair) a POP to POP segment level circuit routing will be provision and maintained with special routing.

For circuits that include special routing, Verizon will periodically check the circuit routing throughout the circuit term to verify whether special routing has been maintained. If Verizon learns that special routing has been jeopardized, then Verizon will use commercially reasonable efforts to restore special routing. If Verizon cannot restore special routing within sixty (60) days after discovering a problem, Verizon will notify Customer that special routing cannot be restored and Customer has the option within sixty (60) days from such notification from Verizon to disconnect the circuit subject to the special routing requirement without any early termination liability.

**2.2.2 Protected Access.** This option is available for type 1 on-net access circuits and only where supported by the network. With the Electronic Network Protection, the Customer traffic for a single circuit is bridged to a dedicated working and a dedicated protect channel. The 1+1 Automatic Protection Switching used in Electronic Network Protection allows the circuit to automatically switch from the working channel to the protect channel upon electronics module failures on either channel. The objective is to protect against outages due to single electronics module failures in the access circuit when the network supports two degrees of freedom from the customer premises location to the LD POP. Diversity between the working channel and the protect channel is not guaranteed but provisioned where the shared Verizon metro transport network topology supports it. The switching time is not guaranteed but is typically less than 50 ms after systematic fault detection. Switching is typically non-revertive, so upon repair of failures, the traffic wouldn't revert back to the original channel. Customers with access loops that are single threaded may opt for protected access and it will be done via a single ROADM degree but in this case, only the ROADM transponders are protected and not the outside plant fiber or ROADM amplifiers.

**2.3 1+1 Protected IXC Transport.** The Customer traffic for a single circuit in the IXC transport network is bridged to a dedicated working channel and a protect channel dedicated to that service. 1+1 Automatic Protection Switching is used to allow the circuit to switch from working to protect, which protects against electronics module failures in the IXC transport circuit. The routing of the working and protect channel and the Route Diversity of the outside plant fiber between the working channel and the protect channel (in the IXC transport) is provided as designed by Verizon for the routing of the working and protect channels per the POP to POP string as provided in this agreement. With level 2 NDA, the customer may also examine street level maps of their proposed or provisioned circuit as part of their due diligence. The switching time is not guaranteed but is typically less than 50 ms after systematic fault detection.

Verizon will periodically check the circuit's working channel and protect channel routing throughout the circuit term to verify whether the special routing has been maintained. If Verizon learns that special routing has been jeopardized, then Verizon will use commercially reasonable efforts to restore special routing. If Verizon cannot restore special routing within sixty (60) days after discovering a problem, Verizon will notify Customer that special routing cannot be restored and Customer has the option within sixty (60) days from such notification from Verizon to disconnect the circuit subject to the special routing requirement without any early termination liability.

### 3. SUPPLEMENTAL TERMS.

**3.1 Special Access Surcharges for Analog and Digital USPL.** Will not be applied after receipt of an Exemption Certificate from Customer. A credit, not to exceed three months, will be given for a private line surcharge imposed during the period prior to the receipt of the Exemption Certificate.

**3.2 Minimum Service Term.** The minimum service term requirement for all SONET and Wave circuits is 12 months. If Customer terminates any SONET or Wave circuit before its 12-month commitment has expired, except for termination for Cause, such termination shall not be effective until 30 days after Verizon receives written notice of termination (Termination Date). In addition to paying all accrued but unpaid charges for



the service incurred through the Termination Date, for each circuit terminated Customer may be required to pay, within 30 days after such Termination Date: (a) an amount equal 75 percent of the monthly recurring charges for the terminated circuit remaining in the 12-month commitment, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, in no event will Customer's total termination liability exceed the full contract value of the terminated SONET or Wave circuit.

3.3 **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 Wavelength Service Solution 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. Customer is responsible for any Verizon or third party early termination charges associated with any moves, adds, changes, disconnections or cancellation of the cross-connects. The specific Cross-Connect type selected by Customer will be specified in the Amendment to the Service Attachment.

3.4 **Jurisdiction Certification.** It is the nature of the traffic over the facility that determines the jurisdiction under federal telecommunications regulations, not merely the physical endpoints of the facility over which service is delivered. Traffic is intrastate when it begins and ends in the same state. Traffic is interstate when it begins in one state and ends in a different state. Internet traffic is interstate as well. For purposes of this Intrastate Certification, Interstate and Intrastate are defined as follows:

- Interstate A Service is "interstate" when interstate traffic amounts to more than 10% of the total traffic over the Service.
- Intrastate A Service is "intrastate" when interstate traffic amounts to 10% or less of the total traffic over the Service.

By agreeing to this Service Attachment, Customer certifies that when Customer purchases intrastate private line Services: (1) the traffic over the Services purchased under this Agreement will be Intrastate, as defined above; (2) if this Intrastate Certification is incorrect, Customer will be responsible for any unbilled surcharges and applicable fees; and (3) Customer has a duty to notify Verizon within thirty (30) days if the traffic no longer meets the Intrastate definition above.

4. **SERVICE LEVEL AGREEMENTS.** The following Service Level Agreement (SLA) applies:

4.1 **VBS III U.S. Private Line Service.** The U.S. Private Line SLA for VBS III can be found at the following URL: [www.verizon.com/business/service\\_guide/req/cp\\_uspl\\_service\\_level\\_agreement\\_11\\_01\\_07.htm](http://www.verizon.com/business/service_guide/req/cp_uspl_service_level_agreement_11_01_07.htm).

4.2 **Pre-VBS III U.S. Private Line Service.** The U.S. Private Line SLA for pre-VBS III can be found at the following URL: [www.verizon.com/business/service\\_guide/req/cp\\_uspl\\_service\\_level\\_agreement.htm](http://www.verizon.com/business/service_guide/req/cp_uspl_service_level_agreement.htm).

5. **FINANCIAL TERMS.** Customer will pay the charges for U.S. Private Line Services specified in the Agreement and at the following URL: [www.verizon.com/business/service\\_guide/req/cp-uspl-rates-charges.pdf](http://www.verizon.com/business/service_guide/req/cp-uspl-rates-charges.pdf).

**Special Pricing.** Special Pricing may apply to Special Routing, Protected Access, 1+1 Protected IXC Transport and Third Party Vendor Charges for Cross-Connection and Extended Wiring.



**DEFINITIONS.** The following definitions apply to U.S. Private Line Service, in addition to the definitions identified in the Agreement, and the administrative charge definitions at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition																
<b>1+1 Automatic Protection Switching</b>	A protection switching scheme where the customer traffic is bridged into a working and protect channel that is dedicated to the service and then the receive end equipment performs an automatic switch from working to protect if the working channel fails. Switching may be revertive or non-revertive back to the working channel after the outage is repaired. Switching time is typically 50 ms or less after systematic fault detection.																
<b>Automatic Ringdown (ARD)</b>	A dedicated circuit connecting two locations to provide immediate voice connection automatically.																
<b>Corridor Service</b>	A geographic area in the United States whereby Inter-LATA services are provided between two defined LATAs, but are considered metro service for provisioning and usually for pricing purposes. Corridors are an optional Verizon solution.																
<b>Cross-Connection</b>	A single (or series of) fiber jumpers between specific ports on customer and carrier equipment used to transmit the Wave datastream to each other across the demarcation point.																
<b>Diverse Mated Pair</b>	The option to retain geographically diverse or other specific Wave circuit routing in the long haul network for the term of the service.																
<b>Electronic Network Protection</b>	The protection against electronics module failures using a 1+1 automatic protection switching scheme such as the ITU-T G.709 Subnetwork Controller Path (SNCP) scheme or the proprietary Y-Cable scheme. The schemes can also typically protect against fiber outages if the network supports the provisioning over two ROADMs degrees and the outside plant fiber is routed diversely between all nodes.																
<b>Foreign Exchange (FX)</b>	A dedicated circuit connecting a distant city to provide a 'local presence' to callers without the expense of maintaining a physical location in a distant city.																
<b>Metropolitan Service Area</b>	A Verizon defined list of cities or suburbs that are served as a metro geographic type and provisioned on metro transport equipment.																
<b>Mandatory Route</b>	An option that retains the Wave circuit routing at the site level in the long haul DWDM transport network or the term of the service.																
<b>Mileage Band</b>	<p>The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) Coordinates of the serving wire centers associated with Verizon's Terminal Locations.</p> $\sqrt{((V_1-V_2)^2+(H_1-H_2)^2)}/10$ <p>Where V<sub>1</sub> and H<sub>1</sub> correspond to the V &amp; H coordinates of City 1 and V<sub>2</sub> and H<sub>2</sub> correspond to the V &amp; H coordinates of City 2.</p> <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 10px;"><u>Example:</u></td> <td style="padding-right: 20px;"><u>V</u></td> <td style="padding-right: 20px;"><u>H</u></td> <td>City 1 - New York</td> </tr> <tr> <td></td> <td>4997</td> <td>1406</td> <td>City 2 – Chicago</td> </tr> <tr> <td></td> <td>5986</td> <td>3426</td> <td></td> </tr> </table> <table border="0" style="margin-left: 20px;"> <tr> <td>V<sub>1</sub></td> <td>V<sub>2</sub></td> <td>H<sub>1</sub></td> <td>H<sub>2</sub></td> </tr> </table>	<u>Example:</u>	<u>V</u>	<u>H</u>	City 1 - New York		4997	1406	City 2 – Chicago		5986	3426		V <sub>1</sub>	V <sub>2</sub>	H <sub>1</sub>	H <sub>2</sub>
<u>Example:</u>	<u>V</u>	<u>H</u>	City 1 - New York														
	4997	1406	City 2 – Chicago														
	5986	3426															
V <sub>1</sub>	V <sub>2</sub>	H <sub>1</sub>	H <sub>2</sub>														



	$\sqrt{((4997-5986)^2+(1406-3426)^2)}/10$ $\sqrt{(505852.1)}=711.2328$ Airline Mileage = 712 miles* Result will always be rounded to the next highest mile.
<b>Non-Disclosure Agreement (NDA)</b>	An agreement of confidentiality between Verizon and the customer that can vary in its depth.
<b>Off-Premises Extension (OPX)</b>	A dedicated circuit connecting a distant location to a main PBX to provide the same voice capabilities available at the main Customer location.
<b>Optical Transport Network</b>	OTN is a standards-based transport architecture for data communications with a specific protocol defined by the ITU-T via the G.709 recommendation.
<b>Private Carriage Service</b>	A Service provided to Customer on an individual basis, with rates, terms and conditions that are subject to negotiation between Verizon and Customer, and not offered for sale ubiquitously to the general public at publicly posted rates. If rates, terms and conditions cannot be satisfactorily negotiated with Customer, Verizon reserves the right not to sell such Private Carriage Service to Customer.
<b>Protocol Specific</b>	A circuit where the customer interface is specific to a standards-based data communication protocol (e.g. IEEE 802.3 Ethernet or ITU-T G.709 Optical Transport Network standard) and bit rage (e.g. 10 Gb/s).
<b>Point to Point Service</b>	Point to Point Service is a full time data transmission service utilizing the Company's facilities to connect two or more Customer designated locations.
<b>SONET Concatenated circuit</b>	A dedicated circuit where several fibers are joined together end-to-end resulting in full bandwidth. Concatenated circuits are noted by a "c", e.g., OC3c.
<b>SONET Linear circuit</b>	A dedicated circuit provisioned as a logical SONET ring over a single physical connection.
<b>SONET Restorable circuit</b>	A dedicated circuit that provides redundancy as it is provisioned over a physical SONET ring topology.
<b>Tie Line (TL)</b>	A dedicated circuit connecting two locations to establish an internal voice network by interconnecting into each location's PBX or other voice switching device.
<b>Transparent Synchronous Frame</b>	A SONET OC-n customer interface with transparent transport of the customer's D bytes and K bytes in the SONET line overhead. It is protocol specific as either a SONET OC-n or a Synchronous Digital Hierarchy STM-n.





## MANAGED WAN SERVICE

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5. DEFINITIONS

### 1. GENERAL

- 1.1 **Service Definition.** Managed Wide Area Network Service (Managed WAN) provides a range of service options enabling Customer to transfer all or part of its wide area network management to Verizon, including network design, CPE configuration, service installation, proactive monitoring, fault notification, reporting, device management, software support (subject to availability), as well as network support for both Verizon and third party transport.
- **General.** Managed WAN is supported on Customer Networks as determined and approved by Verizon. Networks approved by Verizon may include private networks, public networks, as well as wireline access, or cellular wireless access, or a combination thereof. Certain Networks may not be available for use with all Managed WAN Service options or features listed herein.
  - **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+") and non-Optimized Service.
- 1.2 **Standard Service Features.** Managed WAN is offered at four service levels. The features and responsibilities are summarized in the table below. Management of SD WAN and Software Defined Secure Branch (collectively, Software Defined Networking or SDN) has features and responsibilities that are different from Managed WAN management, as shown below.

Division of Responsibilities			
	Monitor and Notify	Physical	Co Management
			Full Management



	Management			
	Customer Manages:	Customer Manages:	Customer Manages:	Customer Manages:
Customer	<ul style="list-style-type: none"> <li>• Strategic Direction</li> <li>• Fault Isolation</li> <li>• Fault Restoration-Logical</li> <li>• Fault Restoration-Physical</li> <li>• Maintenance-Break/Fix</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Direction</li> <li>• Fault Restoration-Logical</li> <li>• Change Management-Logical</li> <li>• Security Policy and Patching</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Direction</li> <li>• Security Policy</li> <li>• SDN Policy Management</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Direction</li> <li>• Security Policy</li> </ul>

	<ul style="list-style-type: none"> <li>• Change Management-Logical</li> <li>• Change Management-Physical</li> <li>• Configuration Back-Up</li> <li>• Security Policy and Patching</li> <li>• SDN Policy Management if applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Configuration Back-Up (SDN only)</li> <li>• SDN Policy Management, if applicable</li> </ul>		
Verizon	Verizon Manages:	Verizon Manages:	Verizon Manages:	Verizon Manages:
	<ul style="list-style-type: none"> <li>• Monitoring</li> <li>• Fault Notification</li> <li>• Performance Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Monitoring</li> <li>• Fault Isolation</li> <li>• Fault Notification</li> <li>• Fault Restoration-Physical</li> <li>• Maintenance-Break/Fix</li> <li>• Configuration Back-Up (Excludes SDN)</li> <li>• Performance Reporting</li> <li>• Change Management-Physical</li> </ul>	<ul style="list-style-type: none"> <li>• Monitoring</li> <li>• Fault Isolation</li> <li>• Fault Notification</li> <li>• Fault Restoration-Logical</li> <li>• Fault Restoration-Physical</li> <li>• Maintenance-Break/Fix</li> <li>• Change Management-Logical</li> <li>• Change Management-Physical</li> <li>• Configuration Back-Up</li> <li>• Performance Reporting</li> <li>• Security Patching</li> </ul>	<ul style="list-style-type: none"> <li>• Monitoring</li> <li>• Fault Isolation</li> <li>• Fault Notification</li> <li>• Fault Restoration-Logical</li> <li>• Fault Restoration-Physical</li> <li>• Maintenance-Break/Fix</li> <li>• Change Management-Logical</li> <li>• Change Management-Physical</li> <li>• Configuration Back-Up</li> <li>• Performance Reporting</li> <li>• Security Patching</li> <li>• SDN Policy Management if applicable</li> </ul>

Change management of applicable software licenses that may be configured on Managed Devices does not include responsibility for tracking device-specific

licenses where the device vendor permits re-use on new device acquisition.

1.2.1 **Monitor and Notify Service Level.** The most basic level of Managed WAN is Monitor and Notify, under which Verizon, provides the capabilities described below.

- **Monitoring.** Verizon proactively monitors all Managed Devices up to the local area network (LAN) interface of the Managed Device 24 hours a day, seven days a week.
- **Notification and Resolution.** Verizon will create a trouble ticket and send a notification to Customer's designated point of contact within 15 minutes of Verizon's determination of a Managed Device or transport failure. Following the creation of a trouble ticket, Verizon will a) if the trouble is due to a Verizon transport Service, troubleshoot the transport Service until the problem has been verified as fixed and the ticket will then be closed; or b) if the trouble is due to causes other than a Verizon transport Service, inform Customer of the fault and monitor the ticket.
- **Managed Services Customer Portals.** Verizon will provide a managed services portal on the Verizon Enterprise Center (VEC) (<https://sso.verizonenterprise.com/amserver/sso/login.go?>, or other website provided by Verizon from time to time). The VEC provides a consolidated view of Customer Network information 24 hours a day, seven days a week and real time access to project status, contact information, and information about Managed Devices. The Cloud-Controlled Routing (CCR) portal (Web Portal) is separate from the VEC, but is accessed via the VEC. Several portal permissions are generally available, however, currently, only one WEB Portal permission is available per VEC user.
- **Web Portal Administrative Access.** If Customer has Monitor and Notify CCR, Customer will have write administrative access to logically manage their Managed Devices.
- **Digital Connect API Gateway.** Verizon will provide access to the Digital Connect API gateway (<https://digitalconnect.verizon.com>) (API Gateway) so Customer can develop application program interfaces (API) to allow for eBonding to Verizon for services such as incident management or change management.

1.2.2 **Physical Management Service Level.** Customer can choose Physical Management which contains the capabilities of Monitor and Notify plus additional capabilities described below:

- **Design Services.** (Excludes SDN) Verizon will create a Customer design document (CDD) based on a written statement of requirements (SOR) agreed to by Customer. Verizon will activate, monitor, and manage the Customer Network as designed in the CDD.
- **Monitoring and Resolution.** Verizon provides physical fault detection, isolation, and monitoring services for Managed Devices, 24 hours per day, seven days per week. Verizon will resolve physical faults whether caused by Verizon, Customer or third party issues. Managed Device logical faults are Customer's responsibility. Customer will inform Verizon of physical faults once Customer has completed its logical troubleshooting.
- **CCR Network Image.** (Excludes SDN) If Customer has Physical Management CCR, a current image of Customer Network is stored on the Cloud Infrastructure. A roll-back to previous configurations is not supported.



- **Change Management Activities.** Verizon will perform the change management activities shown on the VEC as Standard Change Management at no charge. Optional Change Management activities will be performed at the rates shown below.

1.2.3 **Full Management Service Level.** Customer can choose Full Management, which contains the capabilities of Physical Management plus additional capabilities described below.

- **Monitoring and Resolution.** Verizon will resolve both logical and physical issues, with Customer's cooperation, either remotely or by dispatching a technician, whether caused by Verizon, Customer or a third party. The frequency of polling Managed Devices using Cellular Wireless Access is limited to conserve cellular network resources and to minimize management traffic on the cellular network.
- **Web Portal Administrative Access.** If Customer has Full Management CCR Customer will have read-only administrative access in the Web Portal.

1.2.4 **Co Management Service Level.** Customer can choose Co Management, which contains the capabilities of Full Management but allows Customer to manage certain capabilities as described below.

- **SDN Policy Management.** If Customer has Co Management, Customer can make certain policy changes using the VEC or API Gateway for SDN service features. Additional service features will be added to the VEC and API Gateway from time to time. Verizon, working with Customer, will set the initial policies during implementation. Additionally, Verizon will, from time to time, set policies that are not accessible to Customer. Customer may obtain a list of available policies by way of the VEC or API Gateway or by contacting Customer's account manager. Customer acknowledges and agrees that policy changes made by Customer may negatively impact application traffic performance.

1.2.5 **Implementation Options.** Managed WAN has two implementation options to bring devices under Verizon management: (a) Managed Implementation, which applies to Customer or Verizon provided devices and (b) Managed Take Over, which applies to existing, operating networks with Customer-

provided devices. Managed Take Over may not be available for all Managed WAN services listed herein. Managed Implementation and Managed Take Over are both subject to an SOR to be agreed upon by the Parties.

## 1.2.6 **Managed Device Software Release Management**

- 1.2.6.1 **Installation.** Customer-requested installation of vendor software patches and updates will be installed as an Optional Change Management activity during a fixed update time period. Notwithstanding the forgoing, Verizon will install patches or updates that are related to security vulnerabilities as a Standard Change Management activity. Additionally for SDN, when a vendor no longer supports the Customer's installed software version, Verizon will install the relevant software update from the vendor as a Standard Change Management activity. Standard Change Management and Optional Change Management activities performed hereunder will be done in consultation with the Customer and at a time mutually agreed upon by the Parties. All warranties on software patches or updates, if available, will be provided directly by the vendor.
- 1.2.6.2 **Testing.** At Customer's request, Verizon will make commercially reasonable efforts to make available the resources of Verizon's Customer Test Center (CTC) for the purpose of testing Managed Device vendor software prior to the implementation of such software. Verizon's ability to control the implementation of any new Managed Device vendor software release may be limited by rules established by the Managed Device vendor software. CTC testing may be subject to additional fees and result in delay of the software deployment.

## 1.3 **Optional Service Features**

- 1.3.1 **Network Discovery.** Network Discovery is provided as part of the Managed Take Over implementation for certain management features. Otherwise, Customers may order Network Discovery for an additional Charge. If Customer orders Network Discovery, Verizon will electronically collect information on CPE connected to the Customer's network.
- 1.3.2 **Third Party Maintenance.** For Managed Devices under Physical, Full or Co Management service levels, Customer may elect to obtain CPE maintenance services from a third party other than Verizon. Customer shall provide Verizon a letter of authorization (LOA) to work directly with such third party on behalf of Customer.
- 1.3.3 **Third Party Transport Service.** With the Third Party Transport Service feature, if Customer has two or more managed Customer Sites, Verizon will monitor and manage covered third-party provided transport services and inform Customer of the existence of outages or problems with those third-party provided services.
- 1.3.4 **Management of Customer Premises Devices.** For management of Managed Devices on a Customer Site, Customer may select Router Management, SD WAN Management, Software Defined Secure Branch, Virtual Host Management, Analog VoIP Gateway, Satellite Device Management, CCR, or Device Management. Router Management and

CCR are available with all Managed WAN service levels. To effectively manage the Customer Network, all Customer Sites with Cloud- Controlled management as part of Managed WAN or other Verizon Services (e.g., CCR, Cloud- Controlled Switching (CCS) or Cloud-Controlled Camera (CCC) for Managed LAN, and Cloud- Controlled Access Point (CCAP) for Managed WLAN) must be at the same service level. Satellite Device Management, SD WAN Management and Software Defined Secure Branch are available with Full Management, Co Management or Monitor and Notify. Virtual Host Management, Analog VoIP Gateway, and Device Management are only available with Full Management.

### 1.3.5 **SD WAN Management + and Software Defined Secure Branch + (SDN).**

Verizon proactively monitors all Verizon certified SDN Managed Devices up to the host controller for such Managed Devices, 24 hours a day, seven days a week.

- Verizon will provide programmable, rules-based WAN routing services, optional additional services, and centralized management. Available services and options are based on vendor license capabilities, regional availability, and Verizon support capabilities, and may include the options below. Customer may request a list of the services and options included in each vendor package by contacting Customer's account manager.
  - **Routing.** The routing function enables basic routing capabilities with support for common routing protocols.
  - **SD WAN Function.** This function maps Customer application traffic over the Customer Network in accordance with Customer defined policies that classify its traffic into application categories and define minimal requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred Customer Network paths as defined by Customer which can be updated by Customer either manually or automatically. Policies are customizable on an application-by-application basis. It also allows definition of parameters to prioritize handling of different types of application data through the quality of service (QoS) policy.
  - **Centralized enforcement of access control and network policies.** Any changes to the policy will be applied across the Customer Network automatically.
  - **Encrypted Control and Application Traffic.** The application traffic can be encrypted end to end for additional protection of the data as it traverses the Customer Network.
  - **Security.** Based on the vendor license and operating system and upon Customer's Order, Verizon will provide security functions that may include layer 4 firewall, next generation (layer 7) firewall, intrusion detection, anti-virus, content filtering features and zone based firewall functionality.
  - **WAN Optimization.** Verizon will configure WAN optimization on each Managed Device as set forth in an order.
  - **Remote VPN Access.** Verizon will configure the Remote Access Server (RAS) Gateway to enable VPN tunneling and encryption between the RAS Gateway and a Remote Access Client on a remote user's endpoint device. This function enables Customer's users to remotely access the internet and corporate networks. Verizon manages the RAS Gateway but does not manage the Remote Access Client or the remote user's endpoint device.

### 1.3.6 **Device Management.** For select Managed Devices under Full

Management, Verizon will manage such devices that terminate cellular wireless access service and are connected via Ethernet to a Router Management or SDN Managed Device that is also under Full Management.

1.3.7 **Managed Device Enhanced Features.** For select Managed Devices under Full Management, Verizon can provide configuration, implementation, administration, monitoring, support, reporting (if applicable), and installation of available vendor-provided and/or hardware patch/upgrades for the following features as selected by Customer.

- **Firewall.** With Firewall, Verizon will manage Customer-selectable zones (e.g. external or untrusted, internal or trusted, DMZ), firewall policies, and firewall rule sets between all zones.
- **Content Filtering.** With Content Filtering, Verizon will configure the feature to interface with Customer's Websense server based on information provided by Customer. Customer can use that server, and/or a backup list of up to 25 URL filters, to control web-based content accessed by end users.
- **Switching (For LAN Module on a Managed Device).** With LAN Module Switching, Verizon provides additional LAN ports on the Managed Device. Verizon monitors the LAN module generally, but not individual ports.
- **Encryption.** With Encryption, in countries where it is available, Verizon will encrypt Customer application traffic between Managed Devices on the Verizon Private IP Network. Customer will provide at least two additional Managed Devices with the Encryption feature to act as key servers. If circumstances arise that cause the Encryption feature to fail and prevent communication to and from that Managed Device, Customer will notify Verizon.
- **WAN Acceleration.** With WAN Acceleration, Verizon will optimize application traffic using compression, caching protocol optimization where other Sites on the Customer Network have compatible application optimization CPE.
- **Wireless LAN Controller Management.** With Wireless LAN Controller Management, Verizon will configure the Managed Device to provide Wireless LAN controller management capabilities for Customer Sites with compatible access point CPE.
- **Lightweight Access Point Management.** With Access Point Management, Verizon will configure the Managed Device with embedded Access Point functionality such that it will interoperate with Verizon Managed Wireless LAN service.
- **VPN IPSec Tunneling.** With VPN IPSec Tunneling, available on certain Managed Devices, Verizon enables the tunneling and encryption of Customer application traffic between two Managed Devices. Enabling this feature on a remote Managed Device is dependent on the same feature being enabled on a separate Customer Managed Device, typically located at the Customer hub site.
- **Wireless LAN Access Point.** With Wireless LAN Access Point, available on certain Managed Devices that have Access Point functionality, Verizon will configure the Managed Device as a Wireless access point so long as at least one other site or Managed Device in the Customer Network has a compatible Wireless LAN Controller.
- **Virtual Blade Management.** With Virtual Blade Management, Verizon makes available management of the blade on certain Managed Devices that support additional hardware used to host Virtual Machines (VMs)



running Virtual Network Services (which above-described combination may also be referred to as Virtual Network Functions). To the extent Virtual Network Services are required, they are to be purchased separately.

- **Managed VoIP Services including Voice Gateway, Analog VoIP Gateway, and Multi-Service IP-to-IP Gateway.** With Managed VoIP Services, Verizon will manage VoIP CPE Elements (not VoIP Service devices such as phones) at the same management level as the related Managed Devices. Certain Customer roles and responsibilities for the underlying VoIP Service may be impacted by Managed VoIP Services. Verizon will work with Customer to address such impacts.
- **Virtual Host Management.** Virtual Host Management supports a universal CPE device deployed to the Customer Site. This hardware device is used to host virtual machines running virtual network services (which may also be referred to as Virtual Network Functions) which include Security and WAN Services. Customer acknowledges that Virtual Host Management covers the universal CPE device only, and does not cover any Virtual Network Functions hosted on that universal CPE. For Virtual Network Functions hosted on the universal CPE, Customer must purchase Virtual Network Services separately.
- **Cloud Security Services.** For select Managed Devices, Verizon will configure and manage the connection from the Managed Device to an external cloud-based security service. Approved security services may be provided by Verizon or a third party.
- **Embedded WiFi.** For select Managed Devices, Verizon will configure and manage WiFi service; WiFi services are standalone and not compatible or interoperable with Managed Wireless LAN service.
- **Vendor Reporting.** For select Managed Devices, Verizon will configure the controllers and network to allow Customer access to specific SDN vendor reporting tools as necessary. No vendor reporting data shall be used for service level monitoring purposes, and Customer acknowledges that Verizon has no responsibility for the accuracy or availability of vendor reporting tools.
- **WAN Back Up.** With WAN Back up, Verizon configures a Managed Device to support a second access circuit (separately provided by Verizon or a third party) in the event the primary network connection fails. For select Managed Devices, an embedded LTE modem is available for use to provide an access path for wireless WAN Back up applications. For SDN services, the wireless back up path is set up as a path of last resort.

### 1.3.8 WAN Analysis

1.3.8.1 **Non-Optimized Service.** If Customer receives non-Optimized Managed WAN, 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](http://www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting.pdf).

For non-U.S. Services:

[http://www.verizon.com/business/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_20J\\_UN15.pdf](http://www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting_20J_UN15.pdf).

- 1.3.8.2 **Optimized Service.** For Managed WAN +, WAN Analysis includes support for SDN reports for Verizon-supported vendors. WAN Analysis is not included for certain vendor software license levels under Software Defined Secure Branch that do not include SDN functions.
- 1.3.8.3 WAN Analysis is not available for Managed Devices that utilize Cellular Wireless Access as the primary or active network connection.
- 1.3.9 **Network Analysis Service (NA).** (For Customer Networks with 20 or more Managed Devices with an Agreement governed by U.S. law). With NA, Verizon will provide monthly network analysis reporting, including interactive monthly calls to review that reporting, starting 60-90 days after installation.
- 1.3.10 **Network Engineering Service (NE).** (For larger Customer Networks, i.e., those with 20 or more Managed Devices under Full Management). With NE, Verizon provides engineering planning, design and change-management support services.
- 1.3.11 **Managed WAN Support for Private IP (PIP) Dynamic Network Manager.** PIP Dynamic Network Manager is available in either fully automated or semi-automated mode for Managed Devices under Full Management. For Full Management, Verizon is responsible for updating both Provider Edge (PE) and Customer Edge (CE) Managed Devices. Verizon will make changes only to PE Managed Devices for Physical and Monitor and Notify management levels; Customer is responsible for any changes to the CE Managed Devices.
- 1.3.12 **CCR Reporting.** This feature enables Customer to access comprehensive daily and ad hoc reporting via the Web Portal – which may aid Customer in accessing the health and performance of Managed Devices under CCR.
- 1.3.13 **Guest Access.** Verizon offers two Guest Access options available per Lightweight Access Point or Wi-Fi-enabled Managed Device under CCR: (a) Cisco Meraki, with additional information available at the Web Portal; and (b) Purple Wi-Fi, with additional information available at <https://purpleportal.net/> or other URL provided by Verizon from time to time (the Guest Access Portal). These Guest Access options provide the following functionality:
- **Mobile Location Analytics (MLA).** This feature enables Customer to choose to (a) capture information broadcast by the wireless devices of guests and end users (collectively referred to as MLA Data); and (b) use MLA Data for the protection of the Customer Network and marketing purposes.
  - **Content Filtering (Purple Wi-Fi-only).** Customer can block inappropriate content by requesting either a specific category of websites to be blocked or the specific websites. Customer also has the option to limit traffic via bandwidth controls.

#### 1.4 **Customer Responsibilities**

- 1.4.1 **Customer Sites with Cellular Wireless Access.** Customer is responsible for ensuring cellular wireless signal parameters meet Verizon management standards where the Managed Device is installed. Wireless signals are

affected by a number of factors, including other radio transmissions, weather conditions, topographical features, in building construction, large structures or other objects between the Managed Device and the nearest cell. Relocation of the Managed Device may also affect the signal parameters or strength. Customers may either perform a site assessment to assess cellular wireless performance or feasibility or, for an additional cost, order a site survey from Verizon. Customer's assessment or Verizon's site survey must determine:

- In-building cabling of where the Managed Device is going to be installed from demarcation point to Customer Managed Device termination point.
- Cellular signal parameters at each Managed Device location and termination point, to determine the need for antenna extenders or signal boosters.

If Customer requires onsite assistance from Verizon, Verizon reserves the right to charge a Dispatch Charge, as listed below, for each additional visit.

**1.4.2 In Band Access.** At all times, Customer must:

- Not add, move or remove devices, licenses or administrators to or from the Web Portal, in order to ensure that devices, licenses and administrators are those provisioned by Verizon, and shall not modify the administrators that are used for the provisioning and fault monitoring interface with Verizon's systems. At all times, Verizon must have write administrative access to Managed Devices for provisioning and management through the Web Portal.
- For Managed WAN Physical, Customer will also provide Verizon read access to the Managed Device configuration, and will maintain any software licenses associated with Managed Devices. Customer will provide Verizon the Simple Network Management Protocol (SNMP) read/write community string to any Managed Device whose configuration it wants Verizon to automatically backup.

**1.4.3 Out of Band (OOB) Access.** Where available, OOB Access is a Managed WAN service option that can be selected by Customer for Managed WAN with the Physical Management, Co Management or Full Management service level. Unless otherwise agreed, Customer will provide OOB Access to each Managed Device over a separate PSTN line (Analog OOB) or cellular wireless connection (Wireless OOB) through direct console access connections that are used to provide OOB Access to the Managed Devices. Console access works without an actual configuration on the Managed Device. Inline management requires a configured Managed Device. OOB Access is not required for the Monitor and Notify service level or for Managed Devices under CCR. Where Verizon provides OOB Access, Customer will not interfere with it, or use it for any purpose other than enabling OOB management by Verizon. Unless otherwise agreed to by Verizon, disconnecting the OOB Service voids any SLAs provided by Verizon.

For Customer Sites with two or more circuits, Customer may utilize the Alternate Circuit or Backup Wireless options, where the backup access is used in lieu of either Analog OOB or Wireless OOB for inline management access to the Managed Devices, either connecting into two separate Managed Devices or into a single Managed Device.



Verizon also offers the No OOB option to Customers that do not have any OOB Access or backup access that can be used for management access.

- 1.4.4 **Physical Verification of Managed Devices.** Upon Verizon's request, Customer will reboot the Managed Devices, provide the LED light statuses of the third party provider Network Terminating Unit where applicable, verify equipment power, verify if all cables are securely connected, and insert a loopback plug.
- 1.4.5 **Customer Initiated Site Maintenance.** Customer will notify Verizon using a Customer Maintenance Change Management Request via the VEC of any maintenance (powering down the site/managed device/third party provider Network Terminating Unit, resetting equipment, re-cabling, physical equipment move) that may affect the operating status of the Managed Devices.
- 1.4.6 **Customer Equipment.** Managed Take Over or Managed Implementation may show Customer Equipment needs upgrading before it can be managed. Verizon will manage such Customer Equipment after the upgrade is complete. Customer is responsible to refresh the Customer Equipment as required, including upgrades for Managed Device Enhanced Features, end-of-life conditions, and the like.
- 1.4.7 **Managed VoIP Services.** Customer will do the following for Managed VoIP Services:
  - **Configuration Requests.** Confirm configuration of its active Managed VoIP Services is consistent with its preferences.
  - **PSTN Lines.** Arrange for the purchase and installation of any PSTN lines for its Verizon or third party VoIP Service design.
  - **Feature Changes.** Make feature changes at the user or administrator level (e.g., setting up call forwarding for a phone or establishing an auto-attendant) through the VEC.
  - **IP Phone and PBX Changes.** Make IP phone and IP PBX configuration changes (unless Customer is subscribed to Verizon Managed IP PBX Service).
  - **Server Support.** Implement and maintain a server (e.g., for Cisco, a TFTP (trivial file transfer protocol) server) for IP phone configuration support.
- 1.4.8 **Guest Access Notice.** Customers utilizing the MLA feature must display a notice, in a conspicuous location proximate to the area where the MLA data is collected, that at a minimum: (a) identifies Customer as the Data Controller (as defined in applicable law); (b) describes the type of personal data collected; (c) describes the purpose(s) for which guests' and end users' personal data is processed; (d) provides a summary of Customer's privacy practices and/or a link to its privacy policy; (e) describes any third parties to which Customer will disclose the personal data of guests and end users and the countries to which such personal data may be transferred; (f) explains how guests and end users can contact the privacy officer or other person who is accountable for the Customer's privacy practices and how to access and/or correct their personal data; (g) explains how such guests and end users can opt out from the collection and processing of their personal data; and (h) notifies guests and end users that their decision not to opt out constitutes consent to the collection,

processing, transfer and use of their personal data. Where the guest or end user is located outside of the United States, the opt out requirement in subsections (g) and (h) above will not apply and instead the notice must: (i) include an opt-in click box or other mechanism that guests and end users must check or accept prior to gaining access to the MLA feature; and (ii) notify guests and end users that their decision to opt-in constitutes express consent to the collection, processing, transfer and use of their personal data in accordance with the terms described in (a) through (f) herein.

- 1.4.9 **SDN Remote VPN Access.** Customer is responsible for the following aspects of SDN Remote VPN Access:
- **Remote Access Client.** Customer is responsible to download, setup and manage the Remote Access Client and all aspects of the end user's endpoint device including security management.
  - **Active Directory.** Customer is responsible to enable and manage all aspects of the active directory, policy administration, user authentication, and associated two factor authentication. Customers must notify Verizon of active directory service disruptions.
  - **Remote Access Server.** Customer must assign a fully qualified domain name to the RAS Gateway and provide all digital certificates (root, intermediate or otherwise), server certificates, and associated private keys. Verizon will install certificates and certificate renewals provided by Customer, as required. Customer must inform Verizon of certificate-related issues and provide renewal certificates at least 90 days prior to the expiration of the certificate.

## 2. SUPPLEMENTAL TERMS

- 2.1 **Restriction on Encryption Functionality in India.** Due to differing license requirements attaching to different Services in India, with respect to: (a) Internet Dedicated Services, Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority. Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India; and (b) Broadband Services, the use of encryption shall be governed by the government policy/rules made under the Information Technology Act, 2000.
- 2.2 **Network Discovery.** Customer will provide Verizon with accurate information about proper scope of the Network Discovery, represents that it has all necessary authority to have Verizon undertake the Network Discovery requested under these terms, and will indemnify Verizon and its employees, affiliates and agents against any liability if it does not. Verizon reserves the right to stop or withhold from performing Network Discovery, at its sole discretion. Customer's sole remedy for any failure, inadequacy or other problem of Network Discovery is to request that Verizon re-perform it.
- 2.3 **NE and NA Services Disclaimer.** Customer will make its own independent decision whether to consider or implement any Verizon recommendation, referral or introduction in connection with NE and/or NA.
- 2.4 **VEC, API Gateway, or Web Portal User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.



2.5 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network. Customer shall comply with such regulations, as applicable.

2.6 **CPE or Managed Device for End-Use in Burma, China, Russia and Venezuela.** Without limiting the foregoing or its obligations to comply with applicable export law, Customer specifically represents that the CPE or Managed Device and related software used in conjunction with any services provided hereunder, including equipment or software that is virtualized or cloud based, will not be used by a military or military-intelligence end-user or for a military, military-intelligence, or any other prohibited end-use, as defined by the US Export Administration Regulations, in Burma, China (including Hong Kong), Russia or Venezuela.

3. **SERVICE LEVEL AGREEMENT (SLA).** The SLA for Managed WAN may be found by clicking on the following:  
[www.verizon.com/business/service\\_guide/reg/cp\\_mwan\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_mwan_sla.pdf).

4. **FINANCIAL TERMS**

4.1 **Optimized Service.** Customer will pay the Charges for Managed WAN + specified in the Agreement, including those below and at the following URL:  
[www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://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. Monthly recurring Charges (MRC) and non-recurring Charges (NRC) are based on management level and size of Managed Device.

4.1.1 **Administrative Charges.** The following administrative charges are applicable to Managed WAN:

Administrative Charge	Charge Instance	NRC
Dispatch Charge	Dispatch/Re-dispatch	\$300.00
Expedite Fee	Per Device, Upon Customer Request	\$1,100.00
After Hours: Installation	Per Site	\$600.00

4.1.2 **Managed Devices.** The Managed Device sizes apply to the rates shown in the Agreement.

4.1.3 **One-Time Management Charges.** Optional Change Management (OCM) provides additional remote change management support for Managed WAN for the NRC shown below. Customer can order specific OCM activities through the VEC. The Standard Change Management (SCM) activities shown in the VEC are included in the MRC of Managed WAN, however upon notice Verizon may limit the number of SCM changes in a month.

Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per Site	\$600.00
Implementation (Modify Existing)1,3	Change per Managed Device	\$50.00
Design (Single Feature/Protocol)2	Change per Managed Device	\$250.00





Design Plus (Multiple Feature/Protocol) <sup>2</sup>	Change per Managed Device	\$400.00
Engineering – 1 Hour <sup>4</sup>	Per request and block of hours, 1 hour block	\$300.00
Engineering – 5 Hours <sup>4</sup>	Per request and block of hours, 5 hour block	\$1,375.00
Engineering – 10 Hours <sup>4</sup>	Per request and block of hours, 10 hour block	\$2,500.00
Engineering – 20 Hours <sup>4</sup>	Per request and block of hours, 20 hour block	\$4,500.00
Engineering – 40 Hours <sup>4</sup>	Per request and block of hours, 40 hour block	\$8,000.00

1. Implementation is used to modify existing features or protocols including the following: dynamic host configuration protocol (DHCP), IP network address translation, network routed protocol, MNSO IP address/subnet mask change, permanent virtual circuit (PVC) Change, routing protocol changes, switch VLAN, dynamic port/CAR, and VPN Tunnel.
2. Design and Design Plus is used for requests to evaluate or add single (Design) or multiple (Design Plus) new or changed features, protocols or applications/policies in the Customer Network, including the following: add DHCP, quality of service (QoS), network address translation (NAT) router configuration, traffic filter design, traffic shaping/queuing, and SDN policies.
3. Customer may create a new design at one Site by selecting Design/Design Plus to add the new feature(s) or protocol(s) and then replicate the design across other Sites by selecting Implementation for the remaining Sites.
4. Customer may select Engineering Hours and request additional Engineering OCM hours from time to time as needed. Verizon will track the number of hours spent per OCM request against the hours selected and will report remaining hours to Customer upon request.

**4.1.4 IP Addresses.** Verizon may use secondary IP addressing if Customer is using unregistered IP address space. If secondary IP addressing is not available, Customer must pay reasonable costs for a dedicated management domain or an IP proxy hardware solution. Additionally, Verizon may use border gateway protocol (BGP) routing used to access and monitor the Customer Network.

**4.2 Non-Optimized Service.** Customer will pay the Charges for Managed WAN specified in the Agreement. In addition, online pricing for Managed WAN provided by a Verizon entity organized in the U.S.  
[www.verizon.com/business/service\\_guide/reg/cp\\_managed\\_wan\\_services.htm](http://www.verizon.com/business/service_guide/reg/cp_managed_wan_services.htm)

**5. DEFINITIONS.** The following definitions apply to Managed WAN, 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](http://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
Alternate Circuit	A secondary WAN connection that is used, without an OOB device or modem, to verify the availability of the primary WAN connection to a Managed Device.
Backup Wireless	Type of out of band access which connects a wireless service and wireless modem to a Managed Device for management purposes.
Cellular Wireless Access	Cellular wireless access service delivered in the U.S. which is sold and provided by Cellco Partnership, LLC, d/b/a as Verizon Wireless.
Cloud-Controlled Routing (CCR)	Cloud Infrastructure-controlled appliances at a Customer Site.
Cloud Infrastructure	The Cloud Infrastructure consists of all cloud-hosted elements that are used to provision and manage the architectural aspects of the system comprised of the CCR and related equipment; such aspects to include security policies, and quality of service. Internet access services, non-CCR equipment at the Customer Site, including other Managed Devices, are not part of the Cloud Infrastructure.

Customer Network	A collection of Managed Devices and the network they are connected to.
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Dispatch	A Customer service request that results in Verizon going on to, or attempting to go on to, a Customer Site.
Expedite	An Order that is processed, at the request of the Customer, with the objective of installing or changing the Service in a time period shorter than the Verizon's standard installation time period for that Service, whether or not the installation or change is completed in that time period.
Managed Device	Items of CPE that have been designated as supported by Managed WAN.
Managed Implementation	A Managed WAN implementation option which applies to Customer and Verizon provided devices, to bring devices under Verizon management.
Managed Take Over	A Managed WAN implementation option which applies to existing, operating networks with Customer-provided devices, to bring devices under Verizon management.

## CPE SITE PREPARATION SERVICES

1. GENERAL
  - 1.1 Service Definition
2. AVAILABLE VERSIONS OF SITE PREPARATION SERVICES
  - 2.1 Site Survey
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5. DEFINITIONS

### 1. GENERAL

- 1.1 **Service Definition.** With CPE Site Preparation Services, Verizon will provide (a) CPE site survey (Site Survey) or (b) inside wiring (Inside Wiring) and extended demarcation wiring (Extended Demarc) (Inside Wiring and Extended Demarc collectively referred to as Wiring Services). The Site Preparation Services ordered will be provided at the locations shown on the applicable Order.
  - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service and non-Optimized Service.

### 2. AVAILABLE VERSIONS OF SITE PREPARATION SERVICES

- 2.1 **Site Survey.** A Site Survey consists of a physical on-site survey of the proposed location for installing CPE and report on that location's suitability for that purpose with respect to environmental conditions (e.g., temperature, humidity, availability equipment cabinets/racks/closets), the availability of an appropriate power source, and the need for any additional inside wiring.
- 2.2 **Wiring Services.** The following are the types of Wiring Services:
  - 2.2.1 Inside Wiring services consist of the installation of wiring to connect two items of Customer equipment.
  - 2.2.2 Extended Demarc services consist of the installation of wiring that extends wiring from the circuit LEC demarcation point (the point at which the LEC's regulated network ends and Customer's inside wire responsibility begins) to a point adjacent to Customer's network or equipment, as directed by Customer.
- 2.3 **Customer Responsibilities.** As applicable, Customer is responsible to:
  - 2.3.1 Control all activities associated with the existing Customer Equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.

- 2.3.2 Comply with Verizon's reasonable instructions for the modification of Customer Equipment, at Customer's own expense, to enable Wiring Services. If such modification has occurred, Verizon has no obligation to restore that Customer Site.
- 2.3.3 Obtain all necessary permits, licenses and other permissions (e.g., low-voltage, other special licenses, rights related to Customer Equipment including access, etc.).
- 2.3.4 Comply with, and notifying Verizon of, all union and other labor-related requirements and special building specific conditions between landlord and tenant.
- 2.3.5 Notify Verizon of applicable building, fire and other code requirements, as well as any relevant site conditions.
- 2.3.6 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training (Training). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
- 2.3.7 Provide suitable building facilities for Site Preparation Services including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls.
- 2.3.8 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the Site Preparation Services. If during the provision of Site Preparation Services, Verizon encounters any concealed or unknown condition not previously identified and disclosed by Customer, and such condition affects the charges or schedule for performance of Site Preparation Services, the charges and/or the schedule will be equitably adjusted by mutual agreement. If required by Verizon to perform the Site Preparation Services, Customer must provide Verizon with access to concealed equipment, wiring or conduit that is not readily accessible.
- 2.3.9 Designate waste deposit points on each floor on which CPE is to be installed where Verizon will place waste for removal by Customer.
- 2.3.10 Designate a single point of contact (SPOC) who is responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for Site Preparation Services performance, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 2.3.11 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide Site Preparation Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.

### **3. SUPPLEMENTAL TERMS**

- 3.1 **Requirements and Limitations for Site Survey Services.** Site Surveys are subject to the following limitations:
  - 3.1.1 All Site Surveys must be conducted on-site.
  - 3.1.2 The time to complete the on-site Site Survey and generate a report must not exceed two hours.
  - 3.1.3 All on-site work must be indoor work.
  - 3.1.4 All on-site work must be completed in one site visit.
  - 3.1.5 Site Surveys do not include:
    - 3.1.5.1 Any logical data collection for any networking device or terminal access to any networking device.
    - 3.1.5.2 Cabling or circuit tracing.
    - 3.1.5.3 Physically moving any equipment from its current location (e.g. unplug or un-rack any equipment) in order to gather the necessary data.
    - 3.1.5.4 CAD/Visio drawings in the Site Survey report.
- 3.2 **Requirements and Limitations for Wiring Services.** Wiring Services are subject to the following requirements and limitations:
  - 3.2.1 Following the completion of Wiring Services, Customer will own and be responsible for the care and maintenance of the installed wire, and any associated hardware and connectors installed as a result of the Wiring Services.
  - 3.2.2 Wiring Services are only available in the United States.
  - 3.2.3 All work must be standard, non-custom indoor work, requiring no special equipment.
  - 3.2.4 All work must be completed in one site visit.
  - 3.2.5 New wire will be delivered as specified by Customer at time of order and identified on Customer's quote. Verizon will use appropriate materials for the application if Customer does not specify the category of performance at the time of order.
  - 3.2.6 The length of new wire for Customer will be described in Customer's quote and will not exceed a total length of 150 feet.
  - 3.2.7 Wiring will not be installed between floors and must not be more than 12 feet in height from the ground or floor.
  - 3.2.8 Verizon is not responsible for moving furniture, modifying fixtures or other site changes.
  - 3.2.9 Work may involve surface installation or installation through available ducts or other reasonably accessible conduits.
- 3.3 **Site Preparation Service Provisions**

- 3.3.1 Site Preparation Services are available within the 48 contiguous United States. Site Preparation Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.
- 3.3.2 Site Preparation Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays (Business Hours). Site Preparation Services to be performed outside of Business Hours must be ordered via a statement of work with Verizon Professional Services.
- 3.3.3 Verizon will provide Customer written notice indicating the date Site Preparation Services are complete (the In-Service Date). Should Customer request delay of Site Preparation Services, or should Site Preparation Services be delayed as a result of Customer's action or inaction, Verizon may store the CPE, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at a Customer Site may result in an additional charge at Verizon's current time and material rate.
- 3.3.4 Verizon will attempt to meet Customer's requested In-Service Dates; however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 3.3.5 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 3.3.6 Customer will have five Business Days after the In-Service Date to test installed CPE (the Test Period). Customer may indicate its approval of the CPE by its signature on the Verizon-provided acceptance document or other mutually agreed upon means (Customer Acceptance). Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have 10 Business Days to respond and remediate any issues, as required. Customer's use of the CPE for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for CPE will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for CPE occurs upon Customer Acceptance.

#### 3.4 Terms and Conditions

- 3.4.1 **Service Order Changes.** Customer may change, add or delete specific Site Preparation Services on a Service Order at any time. Customer may order such change, addition or deletion by a signed or unsigned request as specified in this section and Verizon will provide an order change form documenting each addition and the estimated cost. Customer may also cancel an entire Service Order at any time and Customer will pay Verizon for any Service Order in progress based on the percentage of the Service Order, or other appropriate measure of work then completed (without limiting other remedies under the Agreement or the law). In certain circumstances, Verizon may also initiate an order change, for example when the actual work required exceeds the quote. In such cases, Verizon will



provide an order change form documenting each addition and the estimated cost.

3.4.2 **Performance.** Verizon controls the means, methods, places and time of its performance of the Site Preparation Services (including the use of subcontractors and consultants).

3.4.3 **Confidentiality.** Without limiting the confidentiality provisions in the Agreement, Verizon may disclose Confidential Information to subcontractors and consultants for the purpose of performing the Site Preparation Services.

#### 3.4.4 **Warranties And Disclaimers**

3.4.4.1 **Verizon Warranty.** Verizon warrants that it will perform the Site Preparation Services in a good and workmanlike manner.

3.4.4.2 **Warranties.** In addition to the warranties found in the Agreement, the following apply:

- **Verizon Wiring Services Warranty**

- If any material (i.e., wire or connectors) provided by Verizon as part of Wiring Services fail solely due to a defect in Verizon's workmanship or materials within one year after installation, Verizon will repair or replace (at its discretion) the failed material. This warranty does not cover material that has been subject to repair by third parties or damage caused Customer misuse or abuse or by a Force Majeure event.
- If Verizon dispatches a technician in response to a Customer warranty claim and determines that the material failed for a reason other than a defect in Verizon's workmanship or materials, or if Verizon finds no trouble, Customer will pay a No Fault Found charge (NFF Charge).

- **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Site Preparation Services. Customer further warrants that it has the proper authority to provide access to sites and locations within sites required for the provision of Site Preparation Services.



- **Verizon's Disclaimer of Warranties.** The disclaimer of warranties in the Agreement applies to this Service Attachment (without limitation). Verizon's only warranties are those set forth explicitly above in this section and those warranties apply to Customer only. Customer's sole remedy for a breach of these warranties is for Verizon to re-perform the ordered service found to be defective. This provision does not limit any rights in materials or equipment granted to Customer by its manufacturer or other third party through separate license or warranty agreement. The end user warranties and sublicenses, if any, of such a manufacturer pass through Verizon and inure to the benefit of Customer.

#### 4. FINANCIAL TERMS

4.1 **Service Provider.** The products and services under these terms and conditions are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as Verizon) except as otherwise explicitly noted.

4.2 **Optimized and Non-Optimized Services.** Customer will pay Monthly Recurring Charges (MRC) and Non- Recurring Charges (NRC) for Optimized and non-Optimized Site Preparation Services as applicable and as specified in the Agreement, including those in the following URL:  
[www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm).  
Site Preparation Services rates and charges do not contribute to any Annual Volume Commitment.

5. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to Site Preparation Services:  
[www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)



## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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6. DEFINITIONS

### 1. GENERAL

- 1.1 **Service Definition.** With Customer Premises Equipment (CPE) and Related Services, Verizon will provide Customer (a) title or use of CPE and license for Software (collectively, a System), and (b) related Deployment and Maintenance for Systems or for Customer-furnished equipment (CFE), subject to availability.
- 1.2 **Platforms.** Except where explicitly stated otherwise, the terms of this Service Terms apply to Optimized Service (denoted with a + and sometimes referred to



as Rapid Delivery) and non-Optimized Service.

The non-Optimized Services include Services previously provided under the names Voice and Data Equipment and Related Services, CPE and Related Services, and CPE (as sold by MCI Communications Service, LLC. d/b/a Verizon Business Services).

2. **AVAILABLE VERSIONS OF CPE AND RELATED SERVICES:** Verizon offers three versions of CPE and Related Services: Equipment Procurement, Deployment and Maintenance.

### 2.1 **Equipment Procurement**

- 2.1.1 **Service Definition.** With Equipment Procurement, Verizon provides a System to Customer – either for purchase, monthly recurring plan (MRP) or Direct Third Party Arrangement.
- 2.1.2 **Purchase.** With purchase, Verizon provides Customer title to hardware and a license for its software.
- 2.1.3 **MRP.** With MRP, Verizon provides Customer use of hardware and a license for its software.
- 2.1.4 **Direct Third Party Arrangement.** With Direct Third Party Arrangement, Verizon provides Customer use of CPE and a license for Software with the understanding that Customer enters into a separate financing arrangement with a third party from which Verizon has agreed to accept payments on Customer's behalf. Customer remains responsible to Verizon for payment and other obligations under these Service Terms if they are not fully satisfied by the third party.

### 2.2 **Deployment Services**

- 2.2.1 **Service Definition.** With Deployment Services, Verizon provides staging, installation, implementation, move/add/change, de-installation, and/or custom services ordered by Customer.
- 2.2.2 **Standard Service Features.** Verizon provides Deployment Services in a timely manner, during Business Hours, and will make reasonable efforts to meet Customer-requested dates.
  - 2.2.2.1 **Basic Staging.** With Basic Staging, Verizon will stage and then ship the System to the Customer Site(s). Verizon will unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system updates, apply Customer-provided asset tags, power-up test, repackage, and ship (as applicable).
- 2.2.3 **Optional Service Features.** Customer may order any of the Deployment Service features below independently of any other, except for Basic and Enhanced Staging, which are alternative forms of the same feature.
  - 2.2.3.1 **Enhanced Staging.** Enhanced Staging includes all of the features of Basic Staging plus Verizon will configure the System as requested by Customer.



2.2.3.2 **Installation.** With Installation, Verizon will install the System at the Customer Site(s), verify System power-up and operation of network interfaces.

2.2.3.3 **Implementation.** With Implementation, Verizon will install System elements required for the relevant Verizon managed network services as shown in an Order. Verizon also will perform on- Site tests to ensure management applications are properly applied and operational.

2.2.3.4 **Move, Add, Change (MAC)**

- **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer Site and then install the same equipment in the new designated Customer Site within the same building as shown in the applicable Service Order. Customer will provide packaging to protect the equipment to be moved.
- **Add.** For adds, Verizon will install the System at the Customer Site.
- **Change.** For Customer- requested changes, Verizon will deliver the System components required to implement the requested change to the Customer Site.

2.2.3.5 **De-installation.** With De-installation Services, Verizon will power down and pack equipment in Customer-provided packaging. Premises cables will be left in place.

2.2.3.6 **Custom.** Custom Deployment Services are provided as described in a statement of work (SOW) agreed upon under these Service Terms.

2.2.3.7 **Customer-Furnished Equipment (CFE).** Verizon will provide Deployment Services for approved CFE, which is treated as a System for that purpose.

2.3 **Maintenance Services.** Verizon offers both Verizon-branded and Third Party Services.

2.3.1 **Verizon-branded Maintenance (Verizon Care)**

2.3.1.1 **Service Definition.** With Verizon Care, Verizon will repair or replace defective covered Systems.

2.3.1.2 **Standard Service Features.** Verizon offers five levels of Verizon Care, as indicated below.

Support Level	Response Time
24 x 7 Onsite	4 hours
24 x 7 Remote	4 hours
8 x 5 Onsite	Next Business Day
8 x 5 Remote	Next Business Day
8 x 5 Remote	Reasonable Efforts

- Verizon will isolate System defects of which it has received notice.
- Verizon will repair or replace defective Systems or parts as needed.
- Where Systems or parts are replaced, Verizon will use new or like new replacements of like kind and functionality from a manufacturer of Verizon's choice.
- Verizon will restore the System to its prior working condition, except that

Verizon will restore software to the last configuration implemented by Verizon, or to a later configuration if provided to Verizon by Customer.

- Verizon will provide Verizon Care during the period of time that the manufacturer supports the affected System. After that, Verizon will use reasonable efforts to provide Verizon Care until Customer upgrades or replaces the affected System.
- **Fault Monitoring.** Fault Monitoring is available for approved devices at no additional charge. Verizon will monitor temperature, power, and fan operation against Verizon-defined thresholds. Verizon will e-mail a notification of fault to Customer. Customer may open a trouble-ticket at its discretion. Customer may enable CE monitoring services by provisioning and configuring their router for SNMP polling and providing CE IP address and read-only community strings. The fault monitoring service includes an analytics dashboard that is accessible via the Verizon Enterprise Center.

#### 2.3.1.3 **Optional Service Features**

- **Customer-Furnished Equipment.** For CFE, Verizon will provide Verizon Care for approved CFE, which is treated as a System for maintenance purposes.

2.3.1.4 **Optimized Service-Only Optional Features - Maintenance Reporting (which is also known as Verizon Advanced Care Reporting).** With Maintenance Reporting, Verizon provides reports on the Customer's installed Cisco network equipment inventory under Verizon Care.

### 2.4 **Third Party Services**

2.4.1 **Service Definition.** With Third Party Services, a vendor (as Verizon's subcontractor, a Third Party) provides maintenance or other services to Customer at the level of service indicated in the applicable third party service agreement (TPSA) and end user license agreement (EULA), subject to the general terms of Customer's Agreement with Verizon.

2.4.2 **Standard Service Features.** The TPSA and EULA govern Customer's use of, and access to, the relevant Third Party Services, are agreements directly established between Customer and Third Party and are generally available on the vendor's website, as it may be updated from time to time. Verizon is not a party to Customer's TPSA or EULA. When ordering Third Party Services, Customer acknowledges having read and accepted the applicable TPSA and EULA.

2.4.3 If a third party provides notice to Verizon that Customer has breached the TPSA and/or EULA, Verizon will have the right to terminate the applicable Third Party Service. Verizon provides no warranties, guarantees or assurances of quality for Third Party Services. A partial list of current Third Parties is provided below along with some links to associated TPSAs or EULAs. From time to time, other TPSAs or EULAs may be provided to Customer by Verizon in accordance with a Service Order or via the Third Party's website.

- **Cisco Services.** [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions)
- **Juniper Services.** [www.juniper.net/support/guidelines/990216.pdf](http://www.juniper.net/support/guidelines/990216.pdf)
- **Polycom Services.** [www.polycom.com](http://www.polycom.com)
- **Riverbed Services.** [www.riverbed.com/license](http://www.riverbed.com/license)
- **Ribboncommunications.** [www.ribboncommunications.com/](http://www.ribboncommunications.com/)
- **MobileIron.** MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer's



premise, or in data center space controlled by a third party, located within the United States.

- **AirWatch.** [www.air-watch.com/downloads/legal/20130815\\_AirWatch\\_EULA.pdf](http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf) Customer's acceptance of a Service Order containing AirWatch software represents agreement to license such AirWatch software under the AirWatch EULA. Maintenance and Support is included as part of manufacturer's subscription license plan or at an additional annual fee under a perpetual license model as shown in a Service Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software.
- **Actifio:** For EULA please see [actifio.com/eula](http://actifio.com/eula). Also for TSPA see [www.actifio.com/resources/actifio-support-and-maintenance-policy/](http://www.actifio.com/resources/actifio-support-and-maintenance-policy/) for Actifio support and maintenance and [www.actifio.com/resource-center/](http://www.actifio.com/resource-center/) for Actifio hardware, software and services descriptions.
- **SecureLogix Corp:** <https://securelogix.com/services>
- **Versa Networks:** <https://versa-networks.com/documents/Versa-Networks-EULA-End-User-License-Agreement.pdf>

### 3. SUPPLEMENTAL TERMS

#### 3.1 Delivery

- 3.1.1 **Purchase and Direct Third Party Arrangement.** Where a System is purchased and delivered within the same jurisdiction, delivery will be FOB Destination, freight paid and added to the invoice as defined in Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws. Where a System is purchased locally, but delivered from another jurisdiction, provided Verizon has a legal presence that can serve as importer of record, delivery will be DDP. Otherwise, in all other circumstances, delivery will be DAP.
- 3.1.2 **MRP.** For MRP, provided Verizon has a legal presence and serves as importer of record, System delivery to Customer Sites will be DDP. Otherwise, delivery will be DAP.
- 3.1.3 Where the delivery term is DAP, Customer will act as importer of Record and pay all import duties, fees, and taxes, if any, using Customer's Tax Registration Number. Where the delivery term is DDP, Verizon will act as importer of record.

#### 3.2 Title and Security Interest

- 3.2.1 **Purchases.** Where a System is purchased and delivered within the same jurisdiction Verizon keeps title until fully paid; then title passes to Customer. Customer shall not give anyone else other than a Customer Affiliate, a security interest in the System, or allow a lien to be placed on it, until Customer has paid Verizon in full. For other purchase transactions, title to the System passes to Customer at the designated delivery point. As between Verizon and Customer, Verizon retains all right, title and interest in and to all software provided by Verizon.
- 3.2.2 **Direct Third Party Arrangement.** Where a System is purchased and delivered within the same jurisdiction, Verizon keeps title until fully paid then title passes to the Customer's chosen third party finance company. For other purchase transactions, title to the System passes to the third party finance company at the designated delivery point.

- 3.2.3 **MRP.** Title and security interest terms for MRP transactions are located in the “Title and Security for Systems Under MRP” section below.
- 3.2.4 **Maintenance.** For Systems to which Customer holds title, upon replacement, Customer will hold title to the exchanged unit and Verizon will hold title to the replaced System or the part of a System that was replaced.
- 3.3 **Risk of Loss**
- 3.3.1 **Risk of Loss to a System.** Risk of loss or damage to a System passes to Customer when delivered to the Customer Site, or co-located in Verizon’s facilities, or Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import), whichever is earlier. Customer will give notice to Verizon if the System is lost or damaged as soon as Customer becomes aware of it.
- 3.3.2 **Risk of Loss to Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon when delivered to the Verizon-designated location, or Verizon takes shipping responsibility, whichever is earlier. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer when delivered to the Customer Site or Customer takes shipping responsibility, whichever is earlier.
- 3.4 **Acceptance and Service Activation.** With respect to Deployment Services, the Service Activation Date for a System occurs upon Customer Acceptance. Customer will test the System and either accept or reject it within five Business Days after installation (the Test Period). Customer accepts the System by signing the Verizon-provided acceptance document or other mutually-agreed procedure (Customer Acceptance). Customer rejects the System by giving Verizon written notice of its specific material failure. Verizon will address within 10 days any issues documented by Customer during the Test Period. If during the Test Period, Customer does not reject the System, or begins using it for non-testing purposes, Customer will be deemed to have accepted the System after the ending of the Test Period.
- 3.5 **Cancellation.** A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Services or System has reached toward such acceptance, which may include charges: (i) for all System elements and CPE Services provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Contract, and (iii) a minimum restocking fee of 35% of the price of the System, as shown on the applicable quote, Service Order or SOW, for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 3.6 **Accrual for Maintenance Services.** Maintenance Services start 30 days after Verizon accepts Customer’s Service Order. After the maintenance period stated in the Service Order ends, Verizon will continue to provide that Maintenance



Service(s) at the then current rate available with Verizon, until Customer and Verizon agree to a new Service Order (with new period(s) and rate(s)) or one of them terminates the Maintenance Service(s) under the terms of the Agreement.

- 3.7 **Deployment Coverage.** Verizon can only provide standard Deployment Service where the installation location is 12 feet or less from the ground or floor.
- 3.8 **Maintenance Coverage.** If (i) Verizon did not install the System intended to be covered by maintenance, ii) the System is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the System for more than 60 days, then the System must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such System is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or System and remove it from the Maintenance Service. If the System is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such System at Verizon's then current time and material rate. Verizon can only provide standard Maintenance Service on a System that is 12 feet or less from the ground or floor.
- 3.9 **Warranty**
- 3.9.1 **CPE Services.** Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these Service Terms in a good and workmanlike manner. Customer's sole remedy for a breach of this warranty is for Verizon to re-perform the defective work.
- 3.9.2 **Systems.** Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by the manufacturers which are capable of being transferred or passed through. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.
- 3.9.3 **CPE Deployment Services Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of 30 days after installation unless the failure of the cables and connectors is caused by Customer's misuse or abuse.
- 3.9.4 **THE WARRANTIES IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW.** These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.

3.10 **Customer Obligations.** In order for Verizon to provide CPE and related Services quickly and effectively, Customer will do the following:

- Assist Verizon as necessary with local requirements for bringing the System into the countries where Customer Sites are located including acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number (without limitation). As importer of record, Customer may be subject to the obligations placed on Producers under the Waste Electrical and Electronic Equipment Directive 2002/96/EC or similar local directives or regulations.
- Immediately notify Verizon of any anticipated delay.
- Provide System interconnection requirements, non-Verizon facilities and permits.
- Be responsible for (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data) or any cause other than normal use of the System; (ii) damage caused by Customer, Customer facilities; and (iii) use of the System with any other device or system not supplied or approved by Verizon, or any use of any part of the System in a manner not recommended by a manufacturer.
- Designate an authorized point of contact.
- With respect to Maintenance Services:
  - Return replaced parts within 15 Business Days, at Verizon's expense.
  - Ensure System is not moved or modified by anyone other than a Verizon representative.
  - Allow Verizon to inspect, test, repair, and replace System(s), including suspending normal operations of the System to do so. Verizon will use reasonable efforts to minimize the impact of its work on Customer's network.
  - Provide remote connectivity which Verizon can use to quickly and remotely diagnose all Systems under a Maintenance Service.
  - Notify Verizon immediately in writing of any material modifications made to Customer's network, and provide Verizon with information reasonably requested in order to perform Maintenance Service(s).
  - Maintain back-up copies of the original software, current platform configurations, and operating system and make copies available to Verizon when requested to aid in troubleshooting and/or problem resolution.

3.11 **Limitation of Liability.** SUBJECT TO THE "EXCLUSIONS" SECTION OF THESE SERVICE TERMS, VERIZON'S, VERIZON'S AFFILIATES, AND ANY VERIZON ASSIGNEE'S TOTAL LIABILITY FOR ANY DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S, VERIZON'S AFFILIATES AND ANY VERIZON ASSIGNEES' NEGLIGENCE, OR OTHERWISE, IS LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT.

3.12 **Hazardous Substances and Conditions.** Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) or hazardous conditions at any Customer Site. If Verizon representatives encounter any such hazardous substance or condition, Verizon may immediately suspend



performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate for Cause.

### 3.13 **Export, Import and Sanctions Compliance**

3.13.1 **Compliance Obligations.** Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under these Service Terms, in particular Customer commits not to:

- export, re-export, transfer or retransfer the System and/or CPE Services without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.
- conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.

3.13.2 **CPE for End-Use in Burma, China, Russia and Venezuela.** Without limiting the foregoing or its obligations to comply with applicable export law, Customer specifically represents that the CPE and/or System will not be used by a military or military-intelligence end-user or for a military, military- intelligence, or any other prohibited end-use, as defined by the US Export Administration Regulations, in Burma, China (including Hong Kong), Russia or Venezuela.

3.13.3 **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods does not apply.

3.14 **CPE Manufacturer End of Support.** In the event the manufacturer of the CPE covered by these Service Terms discontinues a piece of CPE, and/or the associated support of such CPE, Verizon will only be obligated to provide CPE Services on the affected CPE for the period of time that the manufacturer continues to support such CPE. At the end of such period Verizon will cease to support such CPE, but will use reasonable efforts to provide CPE Services on the affected CPE until Customer upgrades or replaces such CPE.

### 3.15 **MRP-Specific Terms**

3.15.1 **System Use.** Customer may use a System only on a Customer Site or co-located in Verizon's facilities. The System must be dedicated to use for Customer's benefit and only for Verizon Services in accordance with Verizon's reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon. Systems may not be moved across international borders. To obtain MRP for Equipment Procurement, Customer also must purchase Verizon Deployment with Enhanced Staging and Implementation, and Maintenance Service as applicable.

3.15.2 **Term.** The duration of the financing commitment for each System is specified in the Service Order as a Service Commitment (Financing Commitment) and begins on Customer Acceptance.

3.15.3 **Title and Security for Systems under MRP.** With MRP, Customer does not have title to the System or any of its sub-element. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System.

3.15.4 **Event of Loss.** Customer will promptly notify Verizon in writing if any item of the System becomes unfit or unavailable for use (e.g. lost, stolen, damaged, or destroyed) (an Event of Loss). Customer may choose to repair or restore the System to the condition it had prior to the Event of Loss, or replace the damaged System with Like Equipment, each at Customer's cost and expense. Otherwise, Customer will pay Verizon within 60 days after such Event of Loss the System Casualty Value as of the date of the Event of Loss, and title to the damaged System will pass to Customer upon such payment. Like Equipment is equipment which (a) has been manufactured by the same manufacturer as the System; (b) is of the same type and model as the System (or the manufacturer's equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; (c) has an equal or greater market value as the System Element replaced by Like Equipment; and (d) meets all requirements for the System as set forth in the Service Order or these Service Terms. System Casualty Value is an amount equal to (i) the





present value of all remaining monthly recurring charges (MRCs) for the System, or affected element, from the date of the Event of Loss through the end of the Financing Commitment, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or affected element, as provided by Verizon promptly after its receipt of a notice of Event of Loss.

- 3.15.5 **Condition of the System.** Customer will ensure that the System is covered by Verizon Care for the duration of the Financing Commitment or its renewal.
- 3.15.6 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or its individual elements, or any right or obligation relating to the System or CPE Services under these Service Terms, (b) provide a right of use of any of the System and CPE Services to any other person, (c) permit the System and CPE Services to be under the dominion and control of any other person, or any maintenance provider acting on behalf of Customer other than Verizon, or (d) create, incur, or permit to exist any security interest, lien or encumbrance with respect to any System.
- 3.15.7 **Insurance.** For Systems under MRP, Customer will obtain and maintain for the duration of the Agreement, including the full Financing Commitment and any extension of it, at its own expense, (a) commercial general liability insurance in an amount not less than \$2,000,000 per occurrence, with a separate \$4,000,000 annual general aggregate; and (b) all risk property insurance against an Event of Loss, for the full replacement cost value of the System without a coinsurance provision, in such form and with such insurers having an A.M. Best rating of at least A- VII or an equivalent rating from a recognized rating agency or, as is otherwise reasonably satisfactory to Verizon. Each insurance policy will waive the subrogation rights of the insurance company against Verizon and name Customer as insured. Additionally for MRP, Verizon and its successors and assigns will be named as additional insureds and loss payees as their interests may appear on a primary and non- contributory basis and the policy shall provide that it may not be cancelled or materially altered to the detriment of Verizon without at least 30 days' prior written notice thereof being given to Verizon. Customer will provide Verizon with a certificate of insurance evidencing the coverage required by these terms.
- 3.15.8 **Early Termination.** Notwithstanding any other provision in these Service Terms, if Customer terminates MRP early for any reason (including without limitation a Force Majeure Event) except for Cause, or if Verizon terminates for Cause, Customer will: (i) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring charges as set forth in the Service Order from the date of termination through the end of the Financing Commitment; and (ii) return the System as provided below. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty. Customer agrees that as between Verizon and Customer Verizon has the right to determine which portion of Customer's MRP charges represents Services and which represent the System. This information will be detailed in the Customer's SOF.
- 3.15.9 **Return of Equipment.** Upon any termination of MRP, Customer will return the complete System at its expense, to Verizon or Verizon's designee so that it is received: (i) no later than 15 Business Days after the termination is effective; and (ii) at the location as provided in writing by Verizon and in the condition



provided below. If Customer fails to return the System within the above time period, then that failure constitutes Cause.

- 3.15.10 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee, Verizon will cause the System to be inspected and certified acceptable for the manufacturer's maintenance service. If any of the System is not in good repair, condition and working order, excluding ordinary wear and tear, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing the System up to that status, but not in excess of the System Casualty Value.
- 3.15.11 **End of MRP Financing Commitment.** At the end of the Financing Commitment, the MRP Services will continue until terminated by either Party, with or without Cause, effective 90 days after written notice of termination is given to the other Party.
- 3.15.12 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay Verizon the amount of any personal property taxes incurred on the System. Such personal property taxes will be included in the charges shown in the Service Order, provided however, that changes to such taxes (e.g. for tax rate increases) may require that a new Service Order be issued.
- 3.15.13 **No Warranties or Representations.** To the extent permitted by law, under MRP, Verizon or its assignee makes no warranty or representation, express or implied, including but not limited to fitness for a particular purpose, merchantability, quality, design, condition, capacity, suitability or performance of the System, the material and workmanship thereof or as to intellectual property rights, it being agreed that all such risks as between Verizon and Customer are to be borne by Customer alone and at Customer's expense. For the avoidance of doubt, Verizon will transfer or pass through to Customer the benefit of any and all manufacturer or licensor and/or owner(s) warranties for the System on the same terms as offered by such manufacturers, licensors and/or owner(s) which are capable of being transferred or passed through. To the extent deemed applicable and to the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a lessee under section 2a-508 through 2a-522 of the United States uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a lessor as such sections may be applied to MRP.

#### 4. COUNTRY SPECIFIC PROVISIONS FOR SYSTEMS AND CPE SERVICES

- 4.1 **Italy Civil Code Acknowledgement.** The Parties expressly acknowledge that the clauses of this Service Attachment have been carefully assessed and/or negotiated by the Parties, pursuant to Articles 1341 and following of the Italian Civil Code.
- 4.2 **Turkey**
- **Notice of Termination and Default.** Termination, suspension or cancellation of a Service Order provided in Turkey by Customer is valid only upon at least 30 days prior written notice to Verizon with the requested termination date falling on the last day of the following calendar month. Notice of default by either Verizon or Customer in Turkey under these Service Terms will be



- **Information.** Customer will cooperate with Verizon to provide any relevant information regarding Customer's IPT solution to any national regulatory authority upon their request, and Customer will provide compliance certifications in form and substance acceptable to Verizon upon request.

4.6 **Germany, Switzerland and Poland.** Notwithstanding any terms to the contrary, for CPE Services and Systems provided in Germany, Switzerland and Poland, certain terms in the following sections are revised as follows:

- Section 3.15.4(i) the present value of all remaining MRC for the System, or affected element, from the date of the Event of Loss through the end of the Financing Commitment discounted at an annual rate of 3%.
- Section 3.15.8(i) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring charges as set forth in the Service Order from the date of termination through the end of the Financing Commitment discounted at an annual rate of 3%.

4.7 **Germany.** Notwithstanding any terms to the contrary, for CPE Services and Systems provided under German law, certain terms in the following sections are revised as follows:

- Clause 3.4 the following sentence shall be included into the clause regarding liquidated damages: "Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower."
- Clause 3.9 shall be replaced by:

### 3.9 **Warranty**

3.9.1 **CPE Services.** Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these Service Terms in a good and workmanlike manner. Customer's remedy for a breach of this warranty is for Verizon to re-perform the defective work. This clause does not exclude or limit Verizon's liability for damages.

3.9.2 **Systems.** Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by the manufacturers which are capable of being transferred or passed through. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.

3.9.2.1 Notwithstanding Clause 3.9.2, Verizon warrants that the System(s) will be free from defects for 12 months from delivery (the "Warranty Period"). Should the System(s) become defective within this period, the Customer shall initially only be entitled to subsequent performance. For such subsequent performance Verizon will, subject to Verizon receiving notification of the defect within the Warranty Period, (i) comply with the replacement obligations set out in the third party supplier's warranty supplied with the System(s), or (ii) otherwise repair or replace the System(s) within a reasonable time period.

3.9.2.2 Other warranty claims may only be asserted if subsequent performance



has failed. Any damage claims of the Customer shall be subject to the provisions of the clause 3.9.4 below.

- 3.9.3 **CPE Deployment Services Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order unless the failure of the cables and connectors is caused by Customer's misuse or abuse. Warranty shall be as under Clause 3.9.2 above.
- 3.9.4 **Exclusions.** Verizon does not give a warranty for
- 3.9.4.1 merely immaterial deviations from the agreed condition of the System(s) or natural wear and tear;
- 3.9.4.2 damage caused by environmental operating conditions, inappropriate use, modifications or repair by any unauthorized third parties or the Customer or for reasons beyond Verizon's reasonable control;
- 3.9.4.3 fitness for any particular purpose;
- 3.9.4.4 any instruction given by the Customer and performed by Verizon;
- 3.9.5 The Customer shall examine the System(s) without undue delay upon delivery with respect to the amount, condition and quality. Obvious defects must be reported to Verizon within 10 Business Days; claims for warranties for such defects shall be excluded thereafter.
- Clause 3.11 shall be replaced and read as follows:
- 3.11.1 **Liability-Inclusions.** Nothing in these service terms 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, including but not limited to mandatory local law; (d) damages, including in respect of loss of or damage to real property or tangible personal property, resulting from gross negligence or intentional tortious conduct of a Party; and (e) any liability of Customer in respect of non-payment, including any claim for interest.
- 3.11.2 **Liability-Limitations.** Subject to the EXCLUSIONS and the Liability Inclusions Section of these Service Terms, Verizon's liability for any and all Events in an Annual Period is limited to typically foreseeable damages.
- 3.11.3 The typically foreseeable damages shall be considered as the lesser of I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT.
- Clause 3.5, the following sentence shall be included into the clause regarding liquidated damages: "Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower."
  - Clause 3.15.13 shall not be applicable.



- 4.8 **United States-Health Care Information and Compliance.** Customer agrees not to cause, or otherwise request that Verizon create, receive, maintain or transmit protected health information (as defined under United States law at 45 C.F.R. § 160.103) for or on behalf of Customer in connection with this service or in any manner that would make Verizon a business associate (as defined under United States law at 45 C.F.R. § 160.103) to Customer. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this clause.

## 5. FINANCIAL TERMS

- 5.1 **Charges.** Customer will pay the charges including but not limited to import duties, freight, and shipping and delivery (which may be identified as landed costs), for the System and CPE Services as set forth in the applicable quote and reflected in a Service Order. For CPE which is procured by Verizon in a currency other than the currency of the quote, quotes may be adjusted to reflect currency changes after 14 days from the date of issuance up to the time of Customer Service Order acceptance. Customer will also pay the charges at the following URL:  
[www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm).
- 5.1.1 **Direct Third Party Arrangement/Financing Option.** Customer may obtain a System and/or CPE Service from Verizon through a direct financing arrangement with a third party financing company approved by Verizon pursuant to the terms of a Schedule and/or other relevant terms provided by such third party. Notwithstanding any terms provided by such third party, Customer will remain responsible for performance of all of its obligations under these terms including payments directly to Verizon if the third party financing company defaults.
- 5.2 **Additional Charges**
- 5.2.1 **Training Costs.** If Customer needs Verizon to follow Customer Site safety or security requirements that require training, Customer agrees to pay Verizon for that training time at Verizon's then current labor rate.
- 5.2.2 **Overtime.** If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its applicable labor rate, as reflected in the Service Order or as otherwise advised to Customer.
- 5.2.3 **Out of Scope Work.** If Customer requests Verizon perform services at locations outside of the specified service area or outside the scope of the defined CPE Deployment Services or Maintenance, Customer will pay Verizon its then current prevailing labor rate for travel, and/or time and material labor rate.
- 5.2.4 **Re-initiation Fees.** Adding Maintenance Service for Systems who have not had Maintenance Service for a period of 60 days or more may be subject to inspection and/or re-initiation fees, to ensure that the System is in good working condition.
- 5.2.5 **Delays.** Delays impacting CPE Services which result from Customer's action



or inaction, including wait time in excess of 30 minutes at the Customer Site, may result in an additional charge, rescheduling fees and/or storage fees where Verizon stores Systems.

- 5.3 **Maintenance of Unsupported Systems.** If Verizon agrees to continue providing Customer with Maintenance Service(s) after the manufacturer stops supporting a System, Customer agrees to pay reasonable additional charges which Verizon determines are appropriate to provide that service (e.g., for manufacturer imposed charges or additional level of effort). Verizon will provide Customer with a Service Order which will include the charges.
  - 5.4 **Unreturned Replaced Parts.** If Customer doesn't return a replaced part within 15 calendar days, it will pay Verizon's current list price for the part.
  - 5.5 **Troubleshooting Dispatch Charges.** If Customer does not provide remote connectivity into a System and Verizon must dispatch an engineer to Customer Site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
  - 5.6 **Customer Network.** If Customer modifies its network and such modifications causes Verizon a material increase in the performance of CPE Services, Verizon may increase the fees upon prior written notice to Customer.
  - 5.7 **Moves, Modifications or Changes.** Moves, modifications, or changes of a System performed by Verizon are subject to an additional charge as provided in a Service Order or as otherwise advised to Customer. After a move, modification or change, the MRC for the System may change as a result of tax or other considerations and the new MRC will be shown on the Service Order.
6. **DEFINITIONS.** The following definitions apply to CPE in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: [www.verizon.com/business/service\\_guide/req/definitions\\_toc\\_2017DEC01.htm](http://www.verizon.com/business/service_guide/req/definitions_toc_2017DEC01.htm).

Term	Definition
<b>Business Hours</b>	Means the hours of 8:00 a.m. and 5:00 p.m. local time, during a Business Day.
<b>Delivered at Place (DAP)</b>	As defined in "Incoterms 2020" published by the International Chamber of Commerce.
<b>Delivered Duty Paid (DDP)</b>	As defined in "Incoterms 2020" published by the International Chamber of Commerce.
<b>Free On Board (FOB) Destination, freight prepaid and added</b>	As defined in Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws, the seller pays the freight charges but bills them to the customer. The seller owns the goods while they are in transit. Title passes at the buyer's location.
<b>Overtime</b>	Means work extending beyond Business Hours.
<b>Weekend and Holiday Hours</b>	Means hours of work other than Business Hours and Overtime.