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WV PURCHASING  
DIVISION

# A Proposal to

# State of West Virginia

for

**RFP for Managed and Hosted Voice Services  
(OT18027)**

**Volume 2. Cost Proposal**

**Original**

**November 27, 2018**

**Presented by:**  
Sandra Hawkins  
Sr. Client Executive

4700 Maccorkle Avenue  
Charleston, WV 25304  
304-356-3395  
[sandra.k.hawkins@verizon.com](mailto:sandra.k.hawkins@verizon.com)

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# General Information

## Nature of Proposal

This RFP response is submitted to the West Virginia Purchasing Division on behalf of West Virginia Office of Technology (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of its affiliate, MCI Communications Services, Inc. d/b/a Verizon Business Services (individually and collectively referred to herein as "Verizon").

Notwithstanding anything to the contrary contained in the RFP documents, Verizon does not consider this RFP response as legally binding to provide the Services described herein until all exceptions have been resolved, a mutual understanding is reached and a contract is executed.

As permitted in the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional terms and conditions reflected in Verizon's Service Agreement, which is incorporated and included in Verizon's response.

Verizon has included a signed WV-96 and understands Verizon's terms and conditions shall not supersede the WV-96 terms and conditions where a conflict arises.

## Pricing Disclaimer

Verizon pricing is based upon the set of requirements for the services set forth in the RFP. In the event Customer alters those requirements, or third party charges change, Verizon pricing may change.

The prices set forth in this Response exclude the following: (a) taxes, tax-like charges and tax-related surcharges; (b) "Governmental Charges" as defined in the Guide; (c) other charges expressly excluded by the final agreement to be negotiated between the parties; and (d) other charges published in the Tariffs and/or Guide.

## Validity Period

Unless otherwise stated in this proposal, this proposal is valid for a period of ninety (90) days from the date submitted.

During this period, promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guide unless specifically stated as fixed in this proposal.

## Subcontractor

If subcontractors are to be involved in the provision of services contemplated in this RFP response, this RFP response and any resulting agreement are dependent upon Verizon being able to negotiate commercially reasonable underlying agreements with such subcontractors.

## Assumptions

1. Verizon assumes that Customer does not require bidders to administratively manage any contracts Customer has directly with third parties.
2. Verizon assumes that all services are expected to invoice from the bidder US to a Customer US entity at a US address.
3. Verizon assumes that any contract will be between two entities incorporated in the United States.
4. Verizon assumes that Customer will have no objection to a non-US affiliate executing a separate Master Agreement for any services provided by a Non-US bidder affiliate to a non-US Customer affiliate.
5. Verizon assumes that Customer agrees to comply with all export regulations and restrictions of any jurisdiction in which services are provided.

6. Verizon assumes that Customer will keep all bidders or bidder affiliate information provided in response to this RFP confidential to the same or greater degree it would protect its own information of the same or similar type.

7. Verizon assumes that Customer understands that for tax, regulatory or possible export restrictions, that Service Order Forms may need to be executed between entities of a country where CPE or a service involving labor is delivered. Please indicate any disagreement with this assumption.

8. Invoicing and Billing: Verizon assumes that invoices will be generated by and sent to the contracting parties (which may be the contracting parties to a country-specific Service Order Form or similar schedule submitted pursuant to the master agreement) at an address in the country in which the contracting party is organized.

Verizon will consider alternatives which it will review and approve subject to system capability, tax, regulatory and vendor/subcontractor issues.

9. CPE and CPE Related-Services: CPE and CPE-related services (including but not limited to installation and maintenance) will require execution of Service Order Forms or similar paperwork, in the country where the CPE will reside or CPE-related services are performed.



## Section 1. Cost Proposal

Please refer to our attached icon(s) below, pertaining to the Cost Proposal. For hardcopy purposes, please review the following page(s).



CRFP

SWC1900000001 Attz

ATTACHMENT_A Cost Sheets (Revised 11-16-2018)			CRFQ 0212 SWC190000001	Hosted Voice Services	
<b>4.2.1.1.1) Managed Voice Services - Support of State's Legacy IP Environment</b>	<b>Cost Per Month</b>	<b>Total Users</b>		<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)		(C=A*B)	(D=C*12)
Management and Support of Legacy IPT Environment, per end user	\$ 30.00	10000		\$ 300,000.00	\$ 3,600,000.00

<b>4.2.1.1.3.1) Hosted Voice Services Packages</b>	<b>Cost Per Month Standard Security</b>	<b>Total Users</b>	<b>Cost Per Month High Security</b>	<b>Total Users</b>	<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)	(C)	(D)	(E=A*B+C*D)	(F=E*12)
Analog Line Package, per end user	\$ 9.00	250	\$ 15.25	250	\$ 6,062.50	\$ 72,750.00
Basic Package (Call control features), per end user	\$ 12.15	500	\$ 15.25	500	\$ 13,700.00	\$ 164,400.00
Enhanced Package (Basic Package plus Voice Mail), per end user	\$ 16.00	3750	\$ 15.25	3750	\$ 117,187.50	\$ 1,406,250.00
Premium Package (Enhanced Package plus Extension Mobility), per end user	\$ 16.00	500	\$ 17.50	500	\$ 16,750.00	\$ 201,000.00
Universal Service Fund Fee at Current Tariffed Rate	\$ 2.01	5000	\$ 2.01	5000	\$ 20,100.00	\$ 241,200.00
<b>Total - Analog, Basic, Enhanced, Premium</b>						<b>\$ 2,085,600.00</b>

<b>4.2.1.1.3.2) Phone Leasing/Month</b>	<b>Cost Per Month</b>	<b>Total Phone Count</b>		<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)		(C=A*B)	(D=C*12)
Softphone Package	\$ -	250		\$ -	\$ -
2-Line Phone	\$ 5.85	7200		\$ 42,120.00	\$ 505,440.00
5-Line Phone with sidecar capabilities	\$ 17.45	1000		\$ 17,450.00	\$ 209,400.00
Conference Phone	\$ 23.77	1000		\$ 23,770.00	\$ 285,240.00
Wireless Phone	\$ 13.91	500		\$ 6,955.00	\$ 83,460.00
ADA-Compliant Phone	\$ 6.40	50		\$ 320.00	\$ 3,840.00
<b>Total - Softphone, 2-Line, 5-Line, Conference, Wireless, ADA-Compliant</b>					<b>\$ 1,087,380.00</b>

<b>4.2.1.1.3.20) Bridge Operator Console</b>	<b>Cost Per Month</b>	<b>Total Users</b>		<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)		(C=A*B)	(D=C*12)
Standard	2	15		\$ 30.00	\$ 360.00
Advanced	4025	1		\$ 4,025.00	\$ 48,300.00
<b>Total - Bridge Operator Console</b>					<b>\$ 48,660.00</b>

<b>4.2.1.1.3.7) Small Site Option Utilizing Public Networking</b>	<b>Cost Per Month</b>	<b>Total Users</b>		<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)		(C=A*B)	(D=C*12)
Small Site Option, per end user	15.3	100		\$ 1,530.00	\$ 18,360.00

<b>4.2.1.1.3.19) Paging Service</b>	<b>Cost Per Month</b>	<b>Total Sites</b>		<b>Total Monthly Cost</b>	<b>Total One Year Cost</b>
	(A)	(B)		(C=A*B)	(D=C*12)
Paging Service, per site		50		\$ -	\$ -

4.2.1.1.3.10) International Calling	Cost Per Minute	Total Minutes		Total Monthly Cost	Total One Year Cost
	(A)	(B)		(C=A*B)	(D=C*12)
Canada	0.05	100		\$ 5.00	\$ 60.00
Mexico	0.18	100		\$ 18.00	\$ 216.00
Jamaica	0.44	100		\$ 44.00	\$ 528.00
<b>Total - International Calls</b>					\$ 804.00

4.2.1.1.3.15) Simultaneous Calls (including unlimited local and long distance)	Cost Per Month	Total Call Count		Total Monthly Cost	Total One Year Cost
	(A)	(B)		(C=A*B)	(D=C*12)
G.711 (Non-compressed)	\$ 17.52	500		\$ 8,760.00	\$ 105,120.00
G.729 (Compressed)	\$ 17.52	1500		\$ 26,280.00	\$ 315,360.00
Additional Simultaneous Calls G.711	\$ 17.52	100		\$ 1,752.00	\$ 21,024.00
Additional Simultaneous Calls G.729	\$ 17.52	100		\$ 1,752.00	\$ 21,024.00
Block of 20 DIDs	\$ 4.00	100		\$ 400.00	\$ 4,800.00
<b>Total - Simultaneous Calls and DIDs</b>					\$ 467,328.00

4.2.1.1.3.6) MPLS Connectivity to the Vendor's Hosted Solution (including any associated charges)		One-Time Cost	Total Monthly Cost	Total One Year Cost
		(A)	(B)	(C=A+[B*12])
100Mbps with 75% QOS			\$ 1,505.00	\$ 18,060.00
200Mbps with 75% QOS			\$ 2,048.00	\$ 24,576.00
300Mbps with 75% QOS			\$ 2,493.00	\$ 29,916.00
400Mbps with 75% QOS			\$ 2,859.00	\$ 34,308.00
500Mbps with 75% QOS			\$ 3,216.00	\$ 38,592.00
600Mbps with 75% QOS			\$ 3,448.00	\$ 41,376.00
700Mbps with 75% QOS			\$ 3,700.00	\$ 44,400.00
800Mbps with 75% QOS			\$ 3,975.00	\$ 47,700.00
900Mbps with 75% QOS			\$ 4,276.00	\$ 51,312.00
1Gbps with 75% QOS			\$ 4,304.00	\$ 51,648.00
<b>Total</b>				\$ 381,888.00

4.2.1.1.4) Hosted Contact Center Services	Cost Per Month Standard Security	Total Users Standard	Cost Per Month High Security	Total Users High	Total Monthly Cost Standard and High Security	Total One Year Cost
	(A)	(B)	(C)	(D)	(E=A*B+C*D)	(F=E*12)
Agent	\$ 92.00	240	\$ 140.50	240	\$ 55,800.00	\$ 669,600.00
Supervisor	\$ 92.00	10	\$ 140.50	10	\$ 2,325.00	\$ 27,900.00
<b>Total - Agents and Supervisors</b>						\$ 697,500.00

## ATTACHMENT\_A Cost Sheets (Revised 11-16-2018)

CRFQ 0212 SWC190000001

## Hosted Voice Services

		Total Sites Standard	One-Time Cost Per Site	Total Sites High	One-Time Cost Per Site	Total One-Time Costs
		(A)	(B)	(C)	(D)	(E=A*B+C*D)
Initial Implementation Services, One-Time Cost per site		10	\$ 3,075.00	10	\$ 3,075.00	\$ 61,500.00

4.2.1.1.3.21, 4.2.1.1.4.4) Storage for Call Recordings per GB/month	Cost Per GB/month	Total Storage		Total Monthly Cost	Total One Year Cost
	(A)	(B)		(C=A*B)	(D=C*12)
Storage for Call Recordings per GB/month	\$ 1.01	100		\$ 101.00	\$ 1,212.00

## C) Professional Services Fees

## Custom Implementation Services and Fees

NOTE: All hourly rates quoted must be fully "loaded" to capture all direct and overhead expenses, travel, per diem, and any other travel-related

	\$/hr	Hours	Total
<b>4.2.1.1.3.21, 4.2.1.1.4.4) Call Recording</b>			
Position: Network Engineer	\$200.00	20	\$ 4,000.00
Position: Telephony Engineer	\$200.00	20	\$ 4,000.00
Position: Storage Engineer	\$200.00	20	\$ 4,000.00
Position: Trainer	\$185.00	8	\$ 1,480.00
<b>4.2.1.1.3.19) Paging Integration</b>			
Position: Project Manager	\$185.00	10	\$ 1,850.00
Position: Network Engineer	\$200.00	15	\$ 3,000.00
Position: Telephony Engineer	\$200.00	15	\$ 3,000.00
<b>4.2.1.1.3.20) Operator Console Implementation</b>			
Position: Project Manager	\$ 185.00	8	\$ 1,480.00
Position: Telephony Engineer	\$ 200.00	16	\$ 3,200.00
Position: Network Engineer	\$ 200.00	8	\$ 1,600.00
Position: Trainer	\$ 185.00	8	\$ 1,480.00
<b>4.2.1.1.4.1) Integration to Agency-Specific Contact Center Applications</b>			
Position: Project Manager	\$ 185.00	50	\$ 9,250.00
Position: Telephony Engineer	\$ 200.00	120	\$ 24,000.00
Position: Network Engineer	\$ 200.00	120	\$ 24,000.00
<b>4.2.1.1.3.3) SRST Provisioning of Additional Lines</b>			
Position: Telephony Engineer	\$ 200.00	40	\$ 8,000.00
Position: Project Manager	\$ 185.00	8	\$ 1,480.00
<b>4.2.1.3.10) Training Services for Hosted Voice Services</b>	\$/Student		
Position: Trainer for Hosted Voice Services	\$ 185.00	100	\$ 18,500.00
<b>4.2.1.3.11) Training Services for Hosted Contact Center</b>	\$/Student		
Position: Trainer for Hosted Contact Center	\$ 262.50	10	\$ 2,625.00
<b>Professional Services Total</b>			\$ 114,320.00

<b>D. Total One Year Cost</b>			
4.2.1.1.1) Managed Voice - Support of State's Legacy IP Environment			\$ 3,600,000.00
4.2.1.1.3.1) Hosted Voice Services Packages			\$ 2,085,600.00
4.2.1.1.3.2) Phone Leasing/Month			\$ 1,087,380.00
4.2.1.1.3.20) Bridge Operator Console			\$ 48,660.00
4.2.1.1.3.7) Small Site Option			\$ 18,360.00
4.2.1.1.3.19) Paging Service			\$ -
4.2.1.1.3.11) International Calling			\$ 804.00
4.2.1.1.3.15) Simultaneous Calls			\$ 467,328.00
4.2.1.1.3.6) MPLS Connection to Hosted Environment			\$ 381,888.00
4.2.1.1.4) Hosted Contact Center Services			\$ 759,000.00
4.2.1.1.3.21, 4.2.1.1.4.4) Storage for Call Recordings			\$ 1,212.00
Professional Services			\$ 114,320.00
D. Total Evaluation Cost = (Total One Year Costs + Total One-Time Costs)			\$ 8,564,552.00

Note: Hours are estimates for bid evaluation purposes only; actual hours may be more or less at the Agency's discretion.

## Assumptions

### Assumptions on Flex (Standard Security) SDW ES-00326916

- 130 locations with SRST in State provided router
- 500 phones with set up with Extension Mobility
- 500 users with Extension Mobility accounts

Note: deployment will most likely have all phones set up with Extension Mobility. Extension Mobility is not price affecting.

- 1000 Expressway MRA users with 200 concurrent Expressway calls

VRD is normally a MRC model based on sizes. The Small size can support up to 2500 users, 300 concurrent calls or 150 internal vide calls.

Based on the likely pricing for Expressway, it may be best to not include it in the bundled price and show it as an option in the cost proposal. NRC is an option with a one time charge of \$70k + for Small.

- Configuration for 20 Standard Attendant Consoles. MRC add on in VRD.
  - 30 Queues and one Console Training Session
- 3962 users extracted from existing v10 and v7 platforms
- 50 unique Screening TNs configured in support of Alternate Caller ID
- An aggregate of one hunt group and one auto attendant per location
- Integration with VCC at 11 locations
- Integration for Call Recording with 50 phones using the phone's built in bridge
- Paging Integration
  - 10 analog paging systems with 1 analog router port configured at each location
  - ⊕ 25 sites with IP paging (Informacast) with 25 additional 2 zone increments
  - ⊕ This does not include any onsite work or purchase/configuration of paging systems
- Single Inbox integration with Office 365
- All sites will have one cutover
- 15 sites have local TDM PSTN handoff instead of SIP
  - ⊕ Out of current local footprint based on location list

- Combined configuration of router FXO and PRI ports for SRST and TDM handoff
  - 5 PRIs
  - 200 FXO
- Configuration of 4 third party phones
  - Phones listed in Appendix A
- Configuration of software MTP in routers to support 7940/7960 phones
  - Appendix A lists approximately 1600 7940/7960 phones
  - Assumed most will be replaced, but we may still have a couple of holdout locations
  - NRC is based on number of locations. I assumed 5 locations.
  - SDW budgetary cost is \$230/location
- Phone install will be done by State as specified in RFP

#### **Assumptions on HCS-G (High Security) SDW ES-00330191**

- 130 locations with SRST in State provided router
- 500 phones with set up with Extension Mobility
- 500 users with Extension Mobility accounts

Note: deployment will most likely have all phones set up with Extension Mobility. Extension Mobility is not price affecting.

- 1000 Expressway MRA users with 200 concurrent Expressway calls
- Attendant Console is not currently available for HCS-G
- 3962 users extracted from existing v10 and v7 platforms
- 50 unique Screening TNs configured in support of Alternate Caller ID
- SRTP encryption enabled for non-PSTN facing segments
- An aggregate of one hunt group and one auto attendant per location
- Integration with VCC at 11 locations
- Call Recording not available for HCS-G
- Paging Integration
  - 10 analog paging systems with 1 analog router port configured at each location
  - Informacast not currently available with HCS-G

- This does not include any onsite work or purchase/configuration of paging systems
- Single Inbox integration with Office 365
- All sites will have one cutover
- 15 sites have local TDM PSTN handoff instead of SIP
  - Out of current local footprint based on location list
- Combined configuration of router FXO and PRI ports for TDM handoff
  - 5 PRIs
  - 70 FXO
  - Does not include SRST FXO ports since it is not orderable on this platform. If that is resolved, configuration of additional ports does not add any billable costs.
- Configuration of 4 third party phones
  - Phones listed in Appendix A
- Configuration of software MTP in routers to support 7940/7960 phones
  - Appendix A lists approximately 1600 7940/7960 phones
  - Assumed most will be replaced, but we may still have a couple of holdout locations
  - NRC is based on number of locations. I assumed 5 locations.
  - SDW budgetary cost is \$230/location
- Phone install will be done by State as specified in RFP

#### **Assumptions for Paging Services (Section 4.2.1.1.3.19):**

- All Paging Services pricing are completed on an Individual Case Basis (ICB) after an assessment has been completed.

The paging systems are unique in nature and priced based upon site conditions; scope/scale and specific requirements not represented in this RFP and are to be determined upon discovery sessions by the State of West Virginia and Verizon.

- Verizon has included in our response hourly rates for Paging Integration for the following positions as required in the RFP Attachment\_A Cost Sheet:
  - Project Manager
  - Network Engineer
  - Telephony Engineer



- Verizon can offer paging services to the State of WV utilizing the Professional Services engagements as listed in the RFP cost sheet for Custom Implementation Services and Fees and a custom Scope of Work and bill of materials representing fees associated with this offering.
- Paging Services can be implemented in the following approaches:
  - Verizon can provide software based paging service, which integrates with our Verizon UCCaaS platform, such as Singlewire InformaCast. This solution could be installed in the State of WV OOT Data Center or at a particular Agency location as directed by the State of WV.
  - Verizon can provide hardware based paging system which operates as a stand-alone appliance. This solution could be installed at a particular Agency location as directed by the State of WV.
- Verizon can provide maintenance/repair/MAC services on the Agency-Owned hardware based paging system which operates as a stand-alone appliance.
- Training requested in Sections 4.2.1.3.10 and 4.2.1.3.11 for Hosted Voice Services and Hosted Contact Center will be provided by Verizon based on an hourly rate; per session / per hour.

#### **Assumptions for VCC (Section 4.2.1.1.4):**

- Pricing for one time implementation charges are tiered by number of users (agent plus supervisors) not per location. For 240 users, in a single business unit, the implementation fee is \$27,000 plus \$15/user regardless of the number of location.
- In the RFP Pricing Page the State is asking for ten sites; Verizon quoted as ten sites are one single Contact Center deployment with ten locations. A ten site, single contact center, would be considered one Business Unit. For a single contact center deployment of 240 agents the price would be \$30,750. Verizon will not charge per location; the full implementation charge is based on the single Contact Center deployment. If the ten locations equate to separate contact centers additional charges would apply.
- VCC – IP Toll Free: VCC works with Verizon IP Toll Free or VOIP Inbound Local Origination (VILO). By having a solution integrating the telecom and contact center assures increased performance, simplifies trouble shooting and reduces cost. Network connectivity into and out of the VCC platform do not incur additional charges and LD charges out of the platform are suppressed. IP Toll Free and VILO usage charges will apply if used.

**Assumptions for Phone Leasing/Month (Section 4.2.1.1.3.2):**

- The Softphone Package is a zero rated item.
- The Cost per Month for each phone set includes:
  - IP Phone Set (as described in the RFP) - Monthly Recurring Plan (MRP)
  - Maintenance - Monthly Recurring Plan (MRP) - on the phone set
  - Labor - Monthly Recurring Plan (MRP) - CPE Implementation-VOIP – Staging and WAN side deployment only.

**Assumptions for Direct Inward Dial (DID) (Section 4.2.2.2.10):**

- DIDs are available and billable as single numbers on the Verizon platform. DIDs no longer need to be purchased in blocks of 20 so a single DID is reflected as 1/20 of the price on the cost sheet.

## Appendix A. International Usage Rates

Please refer to our attached icon(s) below, pertaining to the International Usage Report. For hardcopy purposes, please review the following page(s).



\_INTL Usage  
Report\_VEC\_7724\_2i

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FEATURE	Originating Country	Destination	Call Type	PRICE
Usage	USA	Afghanistan	Outbound	1.6900
Usage	USA	Afghanistan-Kabul	Outbound	1.6900
Usage	USA	Afghanistan-Mobile	Outbound	1.7450
Usage	USA	Afghanistan-Mobile-AWCC	Outbound	1.7450
Usage	USA	Afghanistan-Mobile-Areeba	Outbound	1.7450
Usage	USA	Afghanistan-Mobile-Etisalat	Outbound	1.7450
Usage	USA	Afghanistan-Mobile-Roshan	Outbound	1.7450
Usage	USA	Afghanistan-Mobile-Salaam	Outbound	1.7450
Usage	USA	Albania	Outbound	0.6800
Usage	USA	Albania-Mobile	Outbound	0.8827
Usage	USA	Albania-Mobile-AMC	Outbound	0.8827
Usage	USA	Albania-Mobile-Vodafone	Outbound	0.8827
Usage	USA	Albania-OLO	Outbound	0.6800
Usage	USA	Algeria	Outbound	0.5200
Usage	USA	Algeria-Algiers	Outbound	0.5200
Usage	USA	Algeria-Mobile	Outbound	0.7866
Usage	USA	Algeria-Mobile-Orascom	Outbound	0.7866
Usage	USA	Algeria-Mobile-Wataniya	Outbound	0.7866
Usage	USA	American Samoa	Outbound	0.0160
Usage	USA	Andorra	Outbound	0.2400
Usage	USA	Andorra-Mobile	Outbound	0.3781
Usage	USA	Angola	Outbound	0.8100
Usage	USA	Angola-Mobile	Outbound	0.8180

Usage	USA	Angola-Mobile-Unitel	Outbound	0.8180
Usage	USA	Anguilla	Outbound	0.4500
Usage	USA	Anguilla-Mobile	Outbound	0.5638
Usage	USA	Anguilla-Mobile-CW	Outbound	0.5638
Usage	USA	Anguilla-Mobile-Digicel	Outbound	0.5638
Usage	USA	Antarctic Territories	Outbound	1.7800
Usage	USA	Antigua & Barbuda	Outbound	0.3700
Usage	USA	Antigua & Barbuda-Mobile	Outbound	0.3700
Usage	USA	Antigua & Barbuda-Mobile-Digicel	Outbound	0.3700
Usage	USA	Antilles	Outbound	0.3500
Usage	USA	Antilles-Curacao	Outbound	0.3500
Usage	USA	Antilles-Mobile	Outbound	0.3800
Usage	USA	Antilles-Mobile-Curacao	Outbound	0.3800
Usage	USA	Antilles-Mobile-Ecc	Outbound	0.3800
Usage	USA	Antilles-St. Maarten	Outbound	0.3500
Usage	USA	Argentina	Outbound	0.1810
Usage	USA	Argentina-Bahia Blanca	Outbound	0.1810
Usage	USA	Argentina-Buenos Aires	Outbound	0.1810
Usage	USA	Argentina-Cities-Group 1	Outbound	0.1810
Usage	USA	Argentina-Cities-Group 2	Outbound	0.1810
Usage	USA	Argentina-Cordoba	Outbound	0.1810
Usage	USA	Argentina-Cordoba Outer	Outbound	0.1810
Usage	USA	Argentina-La Plata	Outbound	0.1810
Usage	USA	Argentina-Mendoza	Outbound	0.1810
Usage	USA	Argentina-Mobile	Outbound	0.4100
Usage	USA	Argentina-Rosario	Outbound	0.1810

Usage	USA	Argentina-Santa Fe	Outbound	0.1810
Usage	USA	Argentina-Tucuman	Outbound	0.1810
Usage	USA	Armenia	Outbound	0.6600
Usage	USA	Armenia Mobile-K-Telecom	Outbound	0.7493
Usage	USA	Armenia-Karabakh	Outbound	0.6600
Usage	USA	Armenia-Mobile	Outbound	0.7493
Usage	USA	Aruba	Outbound	0.3500
Usage	USA	Aruba-Mobile	Outbound	0.4724
Usage	USA	Aruba-Mobile-Digicell	Outbound	0.4724
Usage	USA	Aruba-Mobile-MIO	Outbound	0.4724
Usage	USA	Ascension Island	Outbound	2.0000
Usage	USA	Australia	Outbound	0.0930
Usage	USA	Australia-Cities	Outbound	0.0930
Usage	USA	Australia-Mobile	Outbound	0.2056
Usage	USA	Australia-Mobile-Optus	Outbound	0.2056
Usage	USA	Australia-Mobile-Telstra	Outbound	0.2056
Usage	USA	Australia-Mobile-Vodafone	Outbound	0.2056
Usage	USA	Australia-MobileSat	Outbound	0.2056
Usage	USA	Australia-NGN	Outbound	0.0930
Usage	USA	Australia-Sydney	Outbound	0.0930
Usage	USA	Austria	Outbound	0.0970
Usage	USA	Austria-Mobile	Outbound	0.2811
Usage	USA	Austria-Mobile-Hutchinson	Outbound	0.2811
Usage	USA	Austria-Mobile-Mobilcom	Outbound	0.2811
Usage	USA	Austria-Mobile-T Mobile	Outbound	0.2811
Usage	USA	Austria-NGN	Outbound	0.0970

Usage	USA	Azerbaijan	Outbound	0.8300
Usage	USA	Azerbaijan-Mobile	Outbound	0.9384
Usage	USA	Bahamas	Outbound	0.2400
Usage	USA	Bahamas-Mobile	Outbound	0.3246
Usage	USA	Bahrain	Outbound	0.5600
Usage	USA	Bahrain-Mobile	Outbound	0.6008
Usage	USA	Bahrain-Mobile-Batelco	Outbound	0.6008
Usage	USA	Bahrain-Mobile-Zain	Outbound	0.6008
Usage	USA	Bangladesh	Outbound	0.8900
Usage	USA	Bangladesh-Dhaka	Outbound	0.8900
Usage	USA	Bangladesh-Mobile	Outbound	0.8902
Usage	USA	Barbados	Outbound	0.4200
Usage	USA	Barbados-Mobile	Outbound	0.5410
Usage	USA	Barbados-Mobile-C&W	Outbound	0.5410
Usage	USA	Barbados-Mobile-Digicel	Outbound	0.5410
Usage	USA	Belarus	Outbound	0.4800
Usage	USA	Belarus-Mobile	Outbound	0.7000
Usage	USA	Belgium	Outbound	0.0910
Usage	USA	Belgium-Mobile	Outbound	0.2813
Usage	USA	Belgium-Mobile-Base	Outbound	0.2813
Usage	USA	Belgium-Mobile-Mobistar	Outbound	0.2813
Usage	USA	Belgium-Mobile-Proximus	Outbound	0.2813
Usage	USA	Belgium-Non Geo	Outbound	0.0910
Usage	USA	Belize	Outbound	0.5400
Usage	USA	Belize-BTL	Outbound	0.5400
Usage	USA	Belize-Mobile	Outbound	0.5760

Usage	USA	Belize-Mobile-BTL	Outbound	0.5760
Usage	USA	Belize-Mobile-Speednet	Outbound	0.5760
Usage	USA	Benin	Outbound	0.5100
Usage	USA	Benin-Mobile	Outbound	0.5531
Usage	USA	Benin-Mobile-BBCom	Outbound	0.5531
Usage	USA	Benin-Mobile-Libercom	Outbound	0.5531
Usage	USA	Benin-Mobile-MTN	Outbound	0.5531
Usage	USA	Benin-Mobile-Moov	Outbound	0.5531
Usage	USA	Bermuda	Outbound	0.2400
Usage	USA	Bermuda-Mobile	Outbound	0.2400
Usage	USA	Bhutan	Outbound	1.2300
Usage	USA	Bhutan-Mobile	Outbound	1.2328
Usage	USA	Bolivia	Outbound	0.4700
Usage	USA	Bolivia-Cochabamba	Outbound	0.4700
Usage	USA	Bolivia-Equal Access	Outbound	0.4700
Usage	USA	Bolivia-La Paz	Outbound	0.4700
Usage	USA	Bolivia-Mobile	Outbound	0.5388
Usage	USA	Bolivia-Mobile-Entel	Outbound	0.5388
Usage	USA	Bolivia-Rural	Outbound	0.4700
Usage	USA	Bolivia-Santa Cruz	Outbound	0.4700
Usage	USA	Bosnia & H.	Outbound	0.5600
Usage	USA	Bosnia & H.-BHT	Outbound	0.5600
Usage	USA	Bosnia & H.-Mob.-BHT	Outbound	0.7173
Usage	USA	Bosnia & H.-Mob.-Eronet/Mostar	Outbound	0.7173
Usage	USA	Bosnia & H.-Mob.-Mobis/Srpske	Outbound	0.7173
Usage	USA	Bosnia & H.-Mostar	Outbound	0.5600



Usage	USA	Bosnia & H.-Srpske	Outbound	0.5600
Usage	USA	Botswana	Outbound	0.4700
Usage	USA	Botswana-Mobile	Outbound	0.5780
Usage	USA	Botswana-Mobile-Mascom	Outbound	0.5780
Usage	USA	Botswana-Mobile-Orange	Outbound	0.5780
Usage	USA	Brazil	Outbound	0.1620
Usage	USA	Brazil-Belo Horizonte	Outbound	0.1620
Usage	USA	Brazil-Campinas	Outbound	0.1620
Usage	USA	Brazil-Cities	Outbound	0.1620
Usage	USA	Brazil-Mobile	Outbound	0.4680
Usage	USA	Brazil-Mobile-Telemar	Outbound	0.4680
Usage	USA	Brazil-Rio De Janeiro	Outbound	0.1620
Usage	USA	Brazil-Sao Paolo	Outbound	0.1620
Usage	USA	Brazil-Sao Paolo State	Outbound	0.1620
Usage	USA	Brazil-Telemar	Outbound	0.1620
Usage	USA	Brunei	Outbound	0.6500
Usage	USA	Brunei-Mobile	Outbound	0.6500
Usage	USA	Bulgaria	Outbound	0.3700
Usage	USA	Bulgaria-Mobile	Outbound	0.7015
Usage	USA	Bulgaria-Mobile-Globul	Outbound	0.7015
Usage	USA	Bulgaria-Mobile-Mobitel	Outbound	0.7015
Usage	USA	Bulgaria-Sofia	Outbound	0.3700
Usage	USA	Burkina Faso	Outbound	0.6700
Usage	USA	Burkina Faso-Mobile	Outbound	0.7289
Usage	USA	Burkina Faso-Mobile-Airtel	Outbound	0.7289
Usage	USA	Burkina Faso-Mobile-Telemob	Outbound	0.7289

Usage	USA	Burundi	Outbound	1.4200
Usage	USA	Burundi-Mobile	Outbound	1.4735
Usage	USA	Burundi-Mobile-Onatel	Outbound	1.4735
Usage	USA	Burundi-Mobile-Ucom	Outbound	1.4735
Usage	USA	Burundi-Onkod	Outbound	1.4200
Usage	USA	Cambodia	Outbound	1.3800
Usage	USA	Cambodia-Mobile	Outbound	1.3800
Usage	USA	Cameroon	Outbound	0.6900
Usage	USA	Cameroon-Mobile	Outbound	0.7478
Usage	USA	Cameroon-Mobile-MTN	Outbound	0.7478
Usage	USA	Cameroon-Mobile-Orange	Outbound	0.7478
Usage	USA	Canada	Outbound	0.0593
Usage	USA	Canada-Directory Services	Outbound	0.0593
Usage	USA	Canada-Independents	Outbound	0.0593
Usage	USA	Canada-North West Territory	Outbound	0.0593
Usage	USA	Canada-Ontario	Outbound	0.0593
Usage	USA	Cape Verde Island	Outbound	0.6200
Usage	USA	Cape Verde Island-Mobile	Outbound	0.7084
Usage	USA	Cayman Islands	Outbound	0.3100
Usage	USA	Cayman Islands-Mobile	Outbound	0.4094
Usage	USA	Cayman Islands-Mobile-C&V	Outbound	0.4094
Usage	USA	Cayman Islands-Mobile-Digicel	Outbound	0.4094
Usage	USA	Central African Rep.	Outbound	1.1300
Usage	USA	Central African Rep.-Mobile	Outbound	1.1300
Usage	USA	Chad	Outbound	1.8500
Usage	USA	Chad-Mobile	Outbound	1.9671

Usage	USA	Chad-Mobile-Airtel	Outbound	1.9671
Usage	USA	Chad-Mobile-Millicom	Outbound	1.9671
Usage	USA	Chile	Outbound	0.2500
Usage	USA	Chile-Easter Island	Outbound	0.2500
Usage	USA	Chile-Mobile	Outbound	0.3838
Usage	USA	Chile-Rural	Outbound	0.2500
Usage	USA	Chile-Rural High	Outbound	0.2500
Usage	USA	Chile-Santiago	Outbound	0.2500
Usage	USA	China	Outbound	0.2110
Usage	USA	China-Mobile	Outbound	0.3600
Usage	USA	Colombia	Outbound	0.2350
Usage	USA	Colombia-Bogota	Outbound	0.2350
Usage	USA	Colombia-Cali	Outbound	0.2350
Usage	USA	Colombia-Cities	Outbound	0.2350
Usage	USA	Colombia-Medellin	Outbound	0.2350
Usage	USA	Colombia-Mobile	Outbound	0.4117
Usage	USA	Colombia-Mobile-Comcel	Outbound	0.4117
Usage	USA	Colombia-Mobile-Movistar	Outbound	0.4117
Usage	USA	Colombia-Mobile-Ola	Outbound	0.4117
Usage	USA	Comoros	Outbound	1.2900
Usage	USA	Comoros-Mobile	Outbound	1.2900
Usage	USA	Congo	Outbound	0.6800
Usage	USA	Congo-Mobile	Outbound	0.6800
Usage	USA	Cook Islands	Outbound	1.2400
Usage	USA	Costa Rica	Outbound	0.3600
Usage	USA	Costa Rica-Fixed Ice	Outbound	0.3600

Usage	USA	Costa Rica-Mobile	Outbound	0.3600
Usage	USA	Costa Rica-Mobile-Claro	Outbound	0.3600
Usage	USA	Costa Rica-Mobile-Movistar	Outbound	0.3600
Usage	USA	Cote D'Ivoire	Outbound	0.8700
Usage	USA	Cote D'Ivoire-Arobase	Outbound	0.8700
Usage	USA	Cote D'Ivoire-Mobile	Outbound	0.9278
Usage	USA	Cote D'Ivoire-Mobile-MTN	Outbound	0.9278
Usage	USA	Cote D'Ivoire-Mobile-Moov	Outbound	0.9278
Usage	USA	Cote D'Ivoire-Mobile-Orange	Outbound	0.9278
Usage	USA	Croatia	Outbound	0.4200
Usage	USA	Croatia-Mobile	Outbound	0.6065
Usage	USA	Cuba	Outbound	1.8600
Usage	USA	Cuba-Guantanamo Bay	Outbound	1.8600
Usage	USA	Cyprus South	Outbound	0.4500
Usage	USA	Cyprus South-Mobile	Outbound	0.4800
Usage	USA	Cyprus South-Mobile-MTN	Outbound	0.4800
Usage	USA	Cyprus South-Mobile-Vodafone	Outbound	0.4800
Usage	USA	Cyprus-NGN	Outbound	0.4500
Usage	USA	Czech Republic	Outbound	0.2522
Usage	USA	Czech Republic-Mobile	Outbound	0.4365
Usage	USA	Czech Republic-Special Services	Outbound	0.4365
Usage	USA	Dem Rep Congo	Outbound	0.5700
Usage	USA	Dem Rep Congo-Mobile	Outbound	0.5700
Usage	USA	Dem Rep Congo-Mobile-Airtel	Outbound	0.5700
Usage	USA	Dem Rep Congo-Mobile-Orange	Outbound	0.5700
Usage	USA	Dem Rep Congo-Mobile-Vodacom	Outbound	0.5700

Usage	USA	Denmark	Outbound	0.0873
Usage	USA	Denmark-Mobile	Outbound	0.2425
Usage	USA	Denmark-Mobile-HI3G	Outbound	0.2425
Usage	USA	Denmark-Mobile-TDC	Outbound	0.2425
Usage	USA	Denmark-Mobile-Telenor	Outbound	0.2425
Usage	USA	Denmark-Mobile-Telia	Outbound	0.2425
Usage	USA	Denmark-NGN	Outbound	0.1000
Usage	USA	Diego Garcia	Outbound	3.2900
Usage	USA	Djibouti	Outbound	0.7300
Usage	USA	Djibouti-Mobile	Outbound	0.7300
Usage	USA	Dominica	Outbound	0.4700
Usage	USA	Dominica-Mobile-C&W	Outbound	0.5932
Usage	USA	Dominica-Mobile-Digicel	Outbound	0.5932
Usage	USA	Dominican Rep.	Outbound	0.2200
Usage	USA	Dominican Rep.-Mobile	Outbound	0.2789
Usage	USA	Dominican Rep.-Mobile-Orange	Outbound	0.2789
Usage	USA	Dominican Rep.-Mobile-Viva Trilogy	Outbound	0.2789
Usage	USA	Dominican Rep.-Santo Domingo	Outbound	0.2200
Usage	USA	Dominican Rep.-Viva Trilogy	Outbound	0.2200
Usage	USA	East Timor	Outbound	7.3600
Usage	USA	East Timor-Mobile	Outbound	7.5420
Usage	USA	Ecuador	Outbound	0.3800
Usage	USA	Ecuador-CNT	Outbound	0.3800
Usage	USA	Ecuador-Etapa	Outbound	0.3800
Usage	USA	Ecuador-Mobile	Outbound	0.4905
Usage	USA	Ecuador-Mobile-Movistar	Outbound	0.4905

Usage	USA	Ecuador-Mobile-Porta	Outbound	0.4905
Usage	USA	Ecuador-Mobile-Telecsa	Outbound	0.4905
Usage	USA	Ecuador-Setel	Outbound	0.3800
Usage	USA	Egypt	Outbound	0.4790
Usage	USA	Egypt-Cairo	Outbound	0.4790
Usage	USA	Egypt-Mobile	Outbound	0.6307
Usage	USA	Egypt-Mobile-Etisalat	Outbound	0.6307
Usage	USA	Egypt-Mobile-TE	Outbound	0.6307
Usage	USA	Egypt-Mobile-Vodafone	Outbound	0.6307
Usage	USA	El Salvador	Outbound	0.4300
Usage	USA	El Salvador-CTE	Outbound	0.4300
Usage	USA	El Salvador-Digicel	Outbound	0.4300
Usage	USA	El Salvador-Mobile	Outbound	0.5423
Usage	USA	El Salvador-Mobile-Digicel	Outbound	0.5423
Usage	USA	El Salvador-Mobile-Persona	Outbound	0.5423
Usage	USA	El Salvador-Mobile-Telefonica	Outbound	0.5423
Usage	USA	El Salvador-Mobile-Telemovil	Outbound	0.5423
Usage	USA	El Salvador-Personal	Outbound	0.4300
Usage	USA	El Salvador-Telefonica	Outbound	0.4300
Usage	USA	El Salvador-Telemovil	Outbound	0.4300
Usage	USA	Equatorial Guinea	Outbound	1.5400
Usage	USA	Equatorial Guinea-Mobile	Outbound	1.5400
Usage	USA	Eritrea	Outbound	0.9500
Usage	USA	Eritrea-Mobile	Outbound	0.9500
Usage	USA	Estonia	Outbound	0.5300
Usage	USA	Estonia-Mobile	Outbound	0.8245

Usage	USA	Ethiopia	Outbound	0.9200
Usage	USA	Ethiopia-Addis Ababa	Outbound	0.9200
Usage	USA	Ethiopia-Mobile	Outbound	1.0150
Usage	USA	Ethiopia-Mobile-Addis Ababa	Outbound	1.0150
Usage	USA	Faeroe Islands	Outbound	0.3600
Usage	USA	Faeroe Islands-Mobile	Outbound	0.4980
Usage	USA	Falkland Islands	Outbound	1.1000
Usage	USA	Fiji	Outbound	0.7300
Usage	USA	Fiji-Mobile	Outbound	0.7437
Usage	USA	Finland	Outbound	0.0873
Usage	USA	Finland-Mobile	Outbound	0.1648
Usage	USA	Finland-NGN 35871	Outbound	0.1100
Usage	USA	France	Outbound	0.0790
Usage	USA	France-Mobile	Outbound	0.2118
Usage	USA	France-Mobile-Bouygues	Outbound	0.2118
Usage	USA	France-Mobile-Free	Outbound	0.2118
Usage	USA	France-Mobile-Globalstar	Outbound	0.2118
Usage	USA	France-Mobile-Orange	Outbound	0.2118
Usage	USA	France-Mobile-SFR	Outbound	0.2118
Usage	USA	France-NGN	Outbound	0.0790
Usage	USA	French Guiana	Outbound	0.5100
Usage	USA	French Guiana-Mobile	Outbound	0.6320
Usage	USA	French Guiana-Mobile-Digicel	Outbound	0.6320
Usage	USA	French Guiana-Mobile-Orange	Outbound	0.6320
Usage	USA	French Polynesia	Outbound	0.9900
Usage	USA	French Polynesia-Mobile	Outbound	1.0740

Usage	USA	Gabon	Outbound	0.6200
Usage	USA	Gabon-Mobile	Outbound	0.6200
Usage	USA	Gabon-Mobile-Airtel	Outbound	0.6200
Usage	USA	Gabon-Mobile-Moov	Outbound	0.6200
Usage	USA	Gambia	Outbound	0.7500
Usage	USA	Gambia-Mobile	Outbound	0.7500
Usage	USA	Georgia	Outbound	0.7400
Usage	USA	Georgia-Mobile	Outbound	0.8027
Usage	USA	Georgia-Mobile-Magti	Outbound	0.8027
Usage	USA	Germany	Outbound	0.0960
Usage	USA	Germany-Mobile	Outbound	0.2131
Usage	USA	Germany-Mobile-E Plus	Outbound	0.2131
Usage	USA	Germany-Mobile-O2	Outbound	0.2131
Usage	USA	Germany-Mobile-T Mobile	Outbound	0.2131
Usage	USA	Germany-Mobile-Vodafone	Outbound	0.2131
Usage	USA	Germany-NGN	Outbound	0.0960
Usage	USA	Germany-Personal Number	Outbound	0.0960
Usage	USA	Germany-VOIP	Outbound	0.1000
Usage	USA	Ghana	Outbound	0.4900
Usage	USA	Ghana-Accra	Outbound	0.4900
Usage	USA	Ghana-Mobile	Outbound	0.4900
Usage	USA	Ghana-Mobile-MTN	Outbound	0.4900
Usage	USA	Ghana-Mobile-TIGO	Outbound	0.4900
Usage	USA	Ghana-Mobile-Vodafone	Outbound	0.4900
Usage	USA	Gibraltar	Outbound	0.5900
Usage	USA	Gibraltar-Mobile	Outbound	0.7875



Usage	USA	Global Mobile 881	Outbound	11.9200
Usage	USA	Global Mobile 881-Ellipso	Outbound	11.9200
Usage	USA	Global Mobile 881-Globalstar 8	Outbound	11.9200
Usage	USA	Global Mobile 881-Globalstar 9	Outbound	11.9200
Usage	USA	Global Mobile 881-Iridium 8816	Outbound	11.9200
Usage	USA	Global Personal Number	Outbound	11.9200
Usage	USA	Global Personal Number-UPT	Outbound	11.9200
Usage	USA	Greece	Outbound	0.2100
Usage	USA	Greece-Mobile	Outbound	0.3180
Usage	USA	Greece-Mobile-Vodafone	Outbound	0.3180
Usage	USA	Greece-Mobile-Wind Hellas	Outbound	0.3180
Usage	USA	Greenland	Outbound	1.1800
Usage	USA	Greenland-Mobile	Outbound	1.1800
Usage	USA	Grenada	Outbound	0.4900
Usage	USA	Grenada-Mobile-C&W	Outbound	0.6078
Usage	USA	Grenada-Mobile-Digicel	Outbound	0.6078
Usage	USA	Guadeloupe	Outbound	0.4000
Usage	USA	Guadeloupe-Mobile	Outbound	0.5572
Usage	USA	Guadeloupe-Mobile-Digicel	Outbound	0.5572
Usage	USA	Guadeloupe-Mobile-Orange	Outbound	0.5572
Usage	USA	Guam	Outbound	0.0160
Usage	USA	Guatemala	Outbound	0.3300
Usage	USA	Guatemala-Cablenet	Outbound	0.3300
Usage	USA	Guatemala-Comcel-Fixed	Outbound	0.3300
Usage	USA	Guatemala-Mobile	Outbound	0.3847
Usage	USA	Guatemala-Mobile-Comcel	Outbound	0.3847

Usage	USA	Guatemala-Mobile-PCS	Outbound	0.3847
Usage	USA	Guatemala-Mobile-Telefonica	Outbound	0.3847
Usage	USA	Guatemala-PCS	Outbound	0.3300
Usage	USA	Guatemala-TDN	Outbound	0.3300
Usage	USA	Guatemala-Telgua	Outbound	0.3300
Usage	USA	Guinea	Outbound	0.6500
Usage	USA	Guinea Bissau	Outbound	2.6600
Usage	USA	Guinea Bissau-Mobile	Outbound	2.6600
Usage	USA	Guinea-Mobile	Outbound	0.6714
Usage	USA	Guinea-Mobile-Areeba	Outbound	0.6714
Usage	USA	Guinea-Mobile-Gamma	Outbound	0.6714
Usage	USA	Guinea-Mobile-Intercel	Outbound	0.6714
Usage	USA	Guinea-Mobile-Orange	Outbound	0.6714
Usage	USA	Guinea-Mobile-Sotelgui	Outbound	0.6714
Usage	USA	Guyana	Outbound	0.7800
Usage	USA	Guyana-Mobile	Outbound	0.7800
Usage	USA	Guyana-Mobile-Digicel	Outbound	0.7800
Usage	USA	Haiti	Outbound	0.6000
Usage	USA	Haiti-Mobile	Outbound	0.6478
Usage	USA	Haiti-Mobile-Digicel	Outbound	0.6478
Usage	USA	Haiti-Mobile-Telecom	Outbound	0.6478
Usage	USA	Honduras	Outbound	0.5000
Usage	USA	Honduras-Hondutel	Outbound	0.5000
Usage	USA	Honduras-Mobile	Outbound	0.5900
Usage	USA	Honduras-Mobile-Celtel	Outbound	0.5900
Usage	USA	Honduras-Mobile-Digicel	Outbound	0.5900

Usage	USA	Honduras-Mobile-Hondutel	Outbound	0.5900
Usage	USA	Honduras-Mobile-Megatel	Outbound	0.5900
Usage	USA	Hong Kong	Outbound	0.1110
Usage	USA	Hong Kong-Conferencing	Outbound	0.1110
Usage	USA	Hong Kong-Mobile	Outbound	0.1600
Usage	USA	Hungary	Outbound	0.3400
Usage	USA	Hungary-Mobile	Outbound	0.4149
Usage	USA	Hungary-Mobile-Telenor	Outbound	0.4149
Usage	USA	Iceland	Outbound	0.3900
Usage	USA	Iceland-Mobile	Outbound	0.5220
Usage	USA	Iceland-Mobile-Vodafone	Outbound	0.5220
Usage	USA	India	Outbound	0.2700
Usage	USA	India-Cities-Group 1	Outbound	0.2700
Usage	USA	India-Mobile	Outbound	0.3201
Usage	USA	India-Mobile-BSNL	Outbound	0.3201
Usage	USA	Indonesia	Outbound	0.4300
Usage	USA	Indonesia-Cities	Outbound	0.4300
Usage	USA	Indonesia-Jakarta	Outbound	0.4300
Usage	USA	Indonesia-Mobile	Outbound	0.4925
Usage	USA	Indonesia-Mobile-Excelcom	Outbound	0.4925
Usage	USA	Indonesia-Mobile-Indosat	Outbound	0.4925
Usage	USA	Indonesia-Mobile-Telkomsel	Outbound	0.4925
Usage	USA	Indonesia-Surabaya	Outbound	0.4300
Usage	USA	Inmarsat Aero	Outbound	11.9200
Usage	USA	Inmarsat B HSD	Outbound	11.9200
Usage	USA	Inmarsat B Voice	Outbound	11.9200

Usage	USA	Inmarsat BGAN	Outbound	11.9200
Usage	USA	Inmarsat BGAN HSD	Outbound	11.9200
Usage	USA	Inmarsat HSD	Outbound	11.9200
Usage	USA	Inmarsat M Voice	Outbound	11.9200
Usage	USA	Inmarsat Mini M	Outbound	11.9200
Usage	USA	Intl Networks 882	Outbound	11.9200
Usage	USA	Intl Networks 882-Aeromobile	Outbound	11.9200
Usage	USA	Intl Networks 882-Dtag NGN	Outbound	11.9200
Usage	USA	Intl Networks 882-Dtag NGN 2	Outbound	11.9200
Usage	USA	Intl Networks 882-Ellipso	Outbound	11.9200
Usage	USA	Intl Networks 882-Emsat	Outbound	11.9200
Usage	USA	Intl Networks 882-GNS	Outbound	11.9200
Usage	USA	Intl Networks 882-Intermatica	Outbound	11.9200
Usage	USA	Intl Networks 882-Jasper	Outbound	11.9200
Usage	USA	Intl Networks 882-Jersey	Outbound	11.9200
Usage	USA	Intl Networks 882-Maritime	Outbound	11.9200
Usage	USA	Intl Networks 882-Oration Tech	Outbound	11.9200
Usage	USA	Intl Networks 882-Thuraya	Outbound	11.9200
Usage	USA	Intl Networks 882-Vodafone	Outbound	11.9200
Usage	USA	Intl Networks 883	Outbound	11.9200
Usage	USA	Intl Networks 883-Voxbone	Outbound	11.9200
Usage	USA	Iran	Outbound	0.8300
Usage	USA	Iran-Mobile	Outbound	0.8748
Usage	USA	Iran-Tehran	Outbound	0.8300
Usage	USA	Iraq	Outbound	1.0600
Usage	USA	Iraq-Baghdad	Outbound	1.0600

Usage	USA	Iraq-Mobile	Outbound	1.1342
Usage	USA	Iraq-Mobile-Asiacell	Outbound	1.1342
Usage	USA	Iraq-Mobile-Korek	Outbound	1.1342
Usage	USA	Iraq-Mobile-Zain	Outbound	1.1342
Usage	USA	Ireland	Outbound	0.0790
Usage	USA	Ireland-Dublin	Outbound	0.0790
Usage	USA	Ireland-Mobile	Outbound	0.2716
Usage	USA	Ireland-Mobile-3	Outbound	0.2716
Usage	USA	Ireland-Mobile-Eir	Outbound	0.2716
Usage	USA	Ireland-Mobile-Tesco	Outbound	0.2716
Usage	USA	Ireland-Mobile-Vodafone	Outbound	0.2716
Usage	USA	Ireland-Universal Access	Outbound	0.2300
Usage	USA	Ireland-VOIP	Outbound	0.0790
Usage	USA	Israel	Outbound	0.1250
Usage	USA	Israel-Mobile	Outbound	0.2799
Usage	USA	Israel-Palestine	Outbound	0.1250
Usage	USA	Israel-Palestine-Mobile	Outbound	0.2799
Usage	USA	Italy	Outbound	0.0860
Usage	USA	Italy-Mobile	Outbound	0.2716
Usage	USA	Italy-Mobile-H3G	Outbound	0.2716
Usage	USA	Italy-Mobile-RFI	Outbound	0.2716
Usage	USA	Italy-Mobile-Telecom Italia	Outbound	0.2716
Usage	USA	Italy-Mobile-Vodafone	Outbound	0.2716
Usage	USA	Italy-Mobile-Wind	Outbound	0.2716
Usage	USA	Jamaica	Outbound	0.3900
Usage	USA	Jamaica-Mobile-CW	Outbound	0.5880

Usage	USA	Jamaica-Mobile-Digicel	Outbound	0.5880
Usage	USA	Japan	Outbound	0.1020
Usage	USA	Japan-IDC	Outbound	0.1020
Usage	USA	Japan-IP Phone	Outbound	0.1020
Usage	USA	Japan-Mobile	Outbound	0.2351
Usage	USA	Jordan	Outbound	0.7000
Usage	USA	Jordan-Mobile	Outbound	0.7279
Usage	USA	Jordan-Mobile-Fastlink	Outbound	0.7279
Usage	USA	Jordan-Mobile-Mobilcom	Outbound	0.7279
Usage	USA	Kazakhstan	Outbound	0.3200
Usage	USA	Kazakhstan-Mobile	Outbound	0.4040
Usage	USA	Kazakhstan-Mobile-KCell	Outbound	0.4040
Usage	USA	Kazakhstan-Mobile-Kartel	Outbound	0.4040
Usage	USA	Kazakhstan-OLO	Outbound	0.3200
Usage	USA	Kenya	Outbound	0.6100
Usage	USA	Kenya-Mobile	Outbound	0.6297
Usage	USA	Kenya-Mobile-Airtel	Outbound	0.6297
Usage	USA	Kenya-Mobile-Orange	Outbound	0.6297
Usage	USA	Kenya-Mobile-Safaricom	Outbound	0.6297
Usage	USA	Kiribati	Outbound	0.9200
Usage	USA	Korea North	Outbound	1.9300
Usage	USA	Korea South	Outbound	0.1700
Usage	USA	Korea South-IP Phone	Outbound	0.1700
Usage	USA	Korea South-Mobile	Outbound	0.1923
Usage	USA	Kosovo	Outbound	0.5500
Usage	USA	Kosovo-Mobile	Outbound	0.7264

Usage	USA	Kuwait	Outbound	0.7200
Usage	USA	Kuwait-Mobile	Outbound	0.7200
Usage	USA	Kuwait-Mobile-Zain	Outbound	0.7200
Usage	USA	Kyrgyzstan	Outbound	0.8500
Usage	USA	Kyrgyzstan-Bishkek	Outbound	0.8500
Usage	USA	Kyrgyzstan-Mobile	Outbound	0.8500
Usage	USA	Kyrgyzstan-Mobile-Bimacom	Outbound	0.8500
Usage	USA	Kyrgyzstan-Mobile-Sky	Outbound	0.8500
Usage	USA	Laos	Outbound	1.4300
Usage	USA	Laos-Mobile	Outbound	1.4300
Usage	USA	Latvia	Outbound	0.5300
Usage	USA	Latvia-Mobile	Outbound	1.0396
Usage	USA	Latvia-OLO	Outbound	0.5300
Usage	USA	Lebanon	Outbound	0.6600
Usage	USA	Lebanon-Mobile	Outbound	0.7438
Usage	USA	Lesotho	Outbound	0.6400
Usage	USA	Lesotho-Mobile	Outbound	0.6509
Usage	USA	Liberia	Outbound	0.7000
Usage	USA	Liberia-Mobile	Outbound	0.7000
Usage	USA	Liberia-Mobile-Cellcom	Outbound	0.7000
Usage	USA	Liberia-Mobile-MTN	Outbound	0.7000
Usage	USA	Libya	Outbound	0.7300
Usage	USA	Libya-Mobile	Outbound	0.8298
Usage	USA	Liechtenstein	Outbound	0.4500
Usage	USA	Liechtenstein-Mobile	Outbound	0.9000
Usage	USA	Liechtenstein-Special Services	Outbound	0.9700

Usage	USA	Lithuania	Outbound	0.6900
Usage	USA	Lithuania-Mobile	Outbound	0.7840
Usage	USA	Luxembourg	Outbound	0.1600
Usage	USA	Luxembourg-Mobile	Outbound	0.3397
Usage	USA	Macao	Outbound	0.5900
Usage	USA	Macao-Mobile	Outbound	0.5900
Usage	USA	Macedonia	Outbound	0.4500
Usage	USA	Macedonia-Mobile	Outbound	0.6004
Usage	USA	Madagascar	Outbound	1.9400
Usage	USA	Madagascar-Mobile	Outbound	1.9400
Usage	USA	Madagascar-Mobile-Orange	Outbound	1.9400
Usage	USA	Malawi	Outbound	0.5100
Usage	USA	Malawi-Mobile	Outbound	0.5360
Usage	USA	Malaysia	Outbound	0.3400
Usage	USA	Malaysia-Kuala Lumpur	Outbound	0.3400
Usage	USA	Malaysia-Mobile	Outbound	0.3640
Usage	USA	Malaysia-Mobile-Celcom	Outbound	0.3640
Usage	USA	Malaysia-Mobile-Digi	Outbound	0.3640
Usage	USA	Malaysia-Mobile-Maxis	Outbound	0.3640
Usage	USA	Maldives	Outbound	1.2000
Usage	USA	Maldives-Mobile	Outbound	1.2000
Usage	USA	Mali	Outbound	0.8100
Usage	USA	Mali-Ikatel	Outbound	0.8100
Usage	USA	Mali-Mobile	Outbound	0.8566
Usage	USA	Mali-Mobile-Orange	Outbound	0.8566
Usage	USA	Malta	Outbound	0.5500



Usage	USA	Malta-Mobile	Outbound	0.7022
Usage	USA	Marshall Islands	Outbound	0.5700
Usage	USA	Martinique	Outbound	0.3800
Usage	USA	Martinique-Mobile	Outbound	0.3800
Usage	USA	Martinique-Mobile-Digicel	Outbound	0.3800
Usage	USA	Martinique-Mobile-Orange	Outbound	0.3800
Usage	USA	Mauritania	Outbound	0.7600
Usage	USA	Mauritania-Mobile	Outbound	0.8393
Usage	USA	Mauritania-Mobile-Mattel	Outbound	0.8393
Usage	USA	Mauritius	Outbound	0.8900
Usage	USA	Mauritius-Mobile	Outbound	0.8900
Usage	USA	Mauritius-Rodriguez Island	Outbound	0.8900
Usage	USA	Mayotte	Outbound	1.2900
Usage	USA	Mayotte-Mobile	Outbound	1.2900
Usage	USA	Mexico	Outbound	0.1390
Usage	USA	Mexico-Big 3-Guadalajara	Outbound	0.1390
Usage	USA	Mexico-Big 3-Mexico City	Outbound	0.1390
Usage	USA	Mexico-Big 3-Monterrey	Outbound	0.1390
Usage	USA	Mexico-EA	Outbound	0.1390
Usage	USA	Mexico-Mobile	Outbound	0.2442
Usage	USA	Mexico-Mobile-EA	Outbound	0.2442
Usage	USA	Mexico-Mobile-Iusacell	Outbound	0.2442
Usage	USA	Mexico-Mobile-Movistar	Outbound	0.2442
Usage	USA	Mexico-Mobile-Movistar-MSRN	Outbound	0.2442
Usage	USA	Mexico-Mobile-NEA1	Outbound	0.2442
Usage	USA	Mexico-Mobile-NEA2	Outbound	0.2442

Usage	USA	Mexico-Mobile-Telcel-MSRN	Outbound	0.2442
Usage	USA	Mexico-NEA	Outbound	0.1390
Usage	USA	Mexico-NEA2	Outbound	0.1390
Usage	USA	Micronesia	Outbound	0.5900
Usage	USA	Moldova	Outbound	0.7700
Usage	USA	Moldova-Mobile	Outbound	0.8688
Usage	USA	Moldova-Mobile-Moldcell	Outbound	0.8688
Usage	USA	Moldova-Mobile-Orange	Outbound	0.8688
Usage	USA	Moldova-Mobile-Pridnestrovie	Outbound	0.8688
Usage	USA	Moldova-Pridnestrovie	Outbound	0.8688
Usage	USA	Monaco	Outbound	0.1600
Usage	USA	Monaco-Mobile	Outbound	0.5700
Usage	USA	Monaco-Mobile-Kosovo	Outbound	0.7264
Usage	USA	Mongolia	Outbound	1.2700
Usage	USA	Mongolia-Mobile	Outbound	1.2700
Usage	USA	Montserrat	Outbound	0.5000
Usage	USA	Montserrat-Mobile	Outbound	0.5000
Usage	USA	Morocco	Outbound	0.6100
Usage	USA	Morocco-Meditel	Outbound	0.6100
Usage	USA	Morocco-Mobile	Outbound	0.8842
Usage	USA	Morocco-Mobile-Globalstar	Outbound	0.8842
Usage	USA	Morocco-Mobile-IAM	Outbound	0.8842
Usage	USA	Morocco-Mobile-Medi Telecom	Outbound	0.8842
Usage	USA	Morocco-Mobile-Wana	Outbound	0.8842
Usage	USA	Morocco-Wana	Outbound	0.6100
Usage	USA	Mozambique	Outbound	0.9400

Usage	USA	Mozambique-Mobile	Outbound	1.1307
Usage	USA	Mozambique-Mobile-Vodacom	Outbound	1.1307
Usage	USA	Myanmar	Outbound	1.8800
Usage	USA	Myanmar-Mobile	Outbound	1.8800
Usage	USA	Namibia	Outbound	0.5500
Usage	USA	Namibia-Mobile	Outbound	0.6589
Usage	USA	National	Outbound	0.0160
Usage	USA	Nauru	Outbound	2.9000
Usage	USA	Nepal	Outbound	0.7800
Usage	USA	Nepal-Mobile	Outbound	0.8191
Usage	USA	Nepal-Mobile-NT	Outbound	0.8191
Usage	USA	Nepal-Mobile-Spice	Outbound	0.8191
Usage	USA	Netherlands	Outbound	0.0820
Usage	USA	Netherlands-Mobile	Outbound	0.2800
Usage	USA	Netherlands-Mobile-KPN	Outbound	0.2800
Usage	USA	Netherlands-Mobile-O2	Outbound	0.2800
Usage	USA	Netherlands-Mobile-T Mobile	Outbound	0.2800
Usage	USA	Netherlands-Mobile-Tele2	Outbound	0.2800
Usage	USA	Netherlands-Mobile-Vodafone	Outbound	0.2800
Usage	USA	New Caledonia	Outbound	0.8400
Usage	USA	New Caledonia-Mobile	Outbound	0.8400
Usage	USA	New Zealand	Outbound	0.3700
Usage	USA	New Zealand-Mobile	Outbound	0.5334
Usage	USA	New Zealand-Mobile-Scott Base	Outbound	0.5334
Usage	USA	New Zealand-Mobile-Vodafone	Outbound	0.5334
Usage	USA	Nicaragua	Outbound	0.4300

Usage	USA	Nicaragua-Enitel	Outbound	0.4300
Usage	USA	Nicaragua-Mobile	Outbound	0.5229
Usage	USA	Nicaragua-Mobile-Claro	Outbound	0.5229
Usage	USA	Nicaragua-Mobile-Movistar	Outbound	0.5229
Usage	USA	Niger	Outbound	0.7100
Usage	USA	Niger-Mobile	Outbound	0.7100
Usage	USA	Niger-Mobile-Airtel	Outbound	0.7100
Usage	USA	Niger-Mobile-Telecel	Outbound	0.7100
Usage	USA	Nigeria	Outbound	0.6600
Usage	USA	Nigeria-Lagos	Outbound	0.6600
Usage	USA	Nigeria-Mobile	Outbound	0.6600
Usage	USA	Nigeria-Mobile-Etisalat	Outbound	0.6600
Usage	USA	Nigeria-Mobile-Globacom	Outbound	0.6600
Usage	USA	Nigeria-Mobile-MTN	Outbound	0.6600
Usage	USA	Nigeria-Mobile-VeeMobile	Outbound	0.6600
Usage	USA	Niue	Outbound	3.9800
Usage	USA	Norfolk Islands	Outbound	1.7800
Usage	USA	Northern Marianas	Outbound	0.0160
Usage	USA	Norway	Outbound	0.0873
Usage	USA	Norway-Mobile	Outbound	0.2900
Usage	USA	Norway-Mobile-Netcom	Outbound	0.2900
Usage	USA	Norway-Mobile-Tele2	Outbound	0.2900
Usage	USA	Norway-Mobile-Telenor	Outbound	0.2900
Usage	USA	Norway-Oslo	Outbound	0.0873
Usage	USA	Norway-Special Services	Outbound	0.2900
Usage	USA	Oman	Outbound	0.7100

Usage	USA	Oman-Mobile	Outbound	0.8780
Usage	USA	Pakistan	Outbound	0.7700
Usage	USA	Pakistan-Kashmir	Outbound	0.7700
Usage	USA	Pakistan-Mobile	Outbound	0.7700
Usage	USA	Pakistan-Mobile-Mobilink	Outbound	0.7700
Usage	USA	Pakistan-Mobile-SCO	Outbound	0.7700
Usage	USA	Pakistan-Mobile-Telenor	Outbound	0.7700
Usage	USA	Pakistan-Mobile-Ufone	Outbound	0.7700
Usage	USA	Pakistan-Mobile-Warid	Outbound	0.7700
Usage	USA	Pakistan-Mobile-Zong	Outbound	0.7700
Usage	USA	Palau	Outbound	1.7000
Usage	USA	Palau-Mobile-PMC	Outbound	1.8920
Usage	USA	Palestine	Outbound	0.2500
Usage	USA	Palestine-Israel	Outbound	0.2500
Usage	USA	Palestine-Israel-Mobile	Outbound	0.2842
Usage	USA	Palestine-Mobile	Outbound	0.2842
Usage	USA	Panama	Outbound	0.3400
Usage	USA	Panama-Colon	Outbound	0.3400
Usage	USA	Panama-Mobile	Outbound	0.4420
Usage	USA	Panama-Mobile-C&W	Outbound	0.4420
Usage	USA	Panama-Mobile-Digicel	Outbound	0.4420
Usage	USA	Panama-OLO	Outbound	0.3400
Usage	USA	Panama-Panama City	Outbound	0.3400
Usage	USA	Papua New Guinea	Outbound	1.2400
Usage	USA	Papua New Guinea-Mobile	Outbound	1.2738
Usage	USA	Paraguay	Outbound	0.4700

Usage	USA	Paraguay-Asuncion	Outbound	0.4700
Usage	USA	Paraguay-Mobile	Outbound	0.4850
Usage	USA	Paraguay-Mobile-Claro	Outbound	0.4850
Usage	USA	Paraguay-Mobile-Personal	Outbound	0.4850
Usage	USA	Paraguay-Mobile-Tigo	Outbound	0.4850
Usage	USA	Paraguay-Mobile-Vox	Outbound	0.4850
Usage	USA	Peru	Outbound	0.3800
Usage	USA	Peru-High	Outbound	0.3800
Usage	USA	Peru-Lima	Outbound	0.3800
Usage	USA	Peru-Mobile	Outbound	0.5011
Usage	USA	Peru-Mobile-America Moviles	Outbound	0.5011
Usage	USA	Peru-Mobile-Nextel	Outbound	0.5011
Usage	USA	Peru-Mobile-Telefonica	Outbound	0.5011
Usage	USA	Peru-Mobile-Viettel	Outbound	0.5011
Usage	USA	Peru-Rural	Outbound	0.3800
Usage	USA	Philippines	Outbound	0.2380
Usage	USA	Philippines-Bayantel	Outbound	0.2380
Usage	USA	Philippines-ETPI	Outbound	0.2380
Usage	USA	Philippines-Globe	Outbound	0.2380
Usage	USA	Philippines-Mobile	Outbound	0.3170
Usage	USA	Philippines-Mobile-Globe	Outbound	0.3170
Usage	USA	Philippines-Mobile-Smart	Outbound	0.3170
Usage	USA	Philippines-PLDT	Outbound	0.2380
Usage	USA	Philippines-Paptelco	Outbound	0.2380
Usage	USA	Philippines-Philcom	Outbound	0.2380
Usage	USA	Poland	Outbound	0.1843

Usage	USA	Poland-Mobile	Outbound	0.4171
Usage	USA	Poland-Mobile-Era	Outbound	0.4171
Usage	USA	Poland-Mobile-Orange	Outbound	0.4171
Usage	USA	Poland-Mobile-P4	Outbound	0.4171
Usage	USA	Poland-Mobile-Plus	Outbound	0.4171
Usage	USA	Poland-OLO	Outbound	0.1843
Usage	USA	Portugal	Outbound	0.1600
Usage	USA	Portugal-Mobile	Outbound	0.2476
Usage	USA	Portugal-Mobile-Optimus	Outbound	0.2476
Usage	USA	Portugal-Mobile-Vodafone	Outbound	0.2476
Usage	USA	Puerto Rico	Outbound	0.0160
Usage	USA	Puerto Rico-Centennial	Outbound	0.0160
Usage	USA	Puerto Rico-Mobile	Outbound	0.0160
Usage	USA	Qatar	Outbound	0.7200
Usage	USA	Qatar-Mobile	Outbound	0.7555
Usage	USA	Reunion	Outbound	0.7700
Usage	USA	Reunion-Mobile	Outbound	0.7700
Usage	USA	Romania	Outbound	0.4900
Usage	USA	Romania-Mobile	Outbound	0.5960
Usage	USA	Romania-Mobile-Cosmote	Outbound	0.5960
Usage	USA	Romania-Mobile-Orange	Outbound	0.5960
Usage	USA	Romania-Mobile-Vodafone	Outbound	0.5960
Usage	USA	Romania-OLO	Outbound	0.4900
Usage	USA	Russia	Outbound	0.3200
Usage	USA	Russia-Fixed 1	Outbound	0.3200
Usage	USA	Russia-Fixed 2	Outbound	0.3200

Usage	USA	Russia-Fixed 3	Outbound	0.3200
Usage	USA	Russia-Fixed 4	Outbound	0.3200
Usage	USA	Russia-Fixed 5	Outbound	0.3200
Usage	USA	Russia-Mobile	Outbound	0.3763
Usage	USA	Russia-Mobile-Abkhazia	Outbound	0.3763
Usage	USA	Russia-Mobile-Beeline	Outbound	0.3763
Usage	USA	Russia-Mobile-Global Star	Outbound	0.3763
Usage	USA	Russia-Mobile-MTS	Outbound	0.3763
Usage	USA	Russia-Mobile-MVNO	Outbound	0.3763
Usage	USA	Russia-Mobile-MegaFon	Outbound	0.3763
Usage	USA	Russia-Mobile-Rostelecom	Outbound	0.3763
Usage	USA	Russia-Moscow	Outbound	0.3200
Usage	USA	Russia-South Ossetia	Outbound	0.3200
Usage	USA	Russia-St Petersburg	Outbound	0.3200
Usage	USA	Rwanda	Outbound	0.8900
Usage	USA	Rwanda-Mobile	Outbound	0.9020
Usage	USA	Rwanda-Mobile-MTN	Outbound	0.9020
Usage	USA	San Marino	Outbound	1.8000
Usage	USA	San Marino-Mobile	Outbound	1.8000
Usage	USA	San Marino-Premium	Outbound	1.8000
Usage	USA	Sao Tome & Principe	Outbound	2.2600
Usage	USA	Sao Tome & Principe-Mobile	Outbound	2.2600
Usage	USA	Saudi Arabia	Outbound	0.7700
Usage	USA	Saudi Arabia-Mobile	Outbound	0.8206
Usage	USA	Saudi Arabia-Mobile-Mobily	Outbound	0.8206
Usage	USA	Saudi Arabia-Mobile-STC	Outbound	0.8206



Usage	USA	Saudi Arabia-Mobile-Zain	Outbound	0.8206
Usage	USA	Senegal	Outbound	0.9200
Usage	USA	Senegal-Mobile	Outbound	0.9492
Usage	USA	Senegal-Mobile-Orange	Outbound	0.9492
Usage	USA	Senegal-Mobile-Sentel	Outbound	0.9492
Usage	USA	Senegal-Orange	Outbound	0.9200
Usage	USA	Serbia	Outbound	0.5500
Usage	USA	Serbia Montenegro	Outbound	0.5500
Usage	USA	Serbia-Belgrade	Outbound	0.5500
Usage	USA	Serbia-Kosovo	Outbound	0.5500
Usage	USA	Serbia-Mobile	Outbound	0.7264
Usage	USA	Serbia-Mobile-Montenegro	Outbound	0.7264
Usage	USA	Serbia-Mobile-Srbija	Outbound	0.7264
Usage	USA	Serbia-Mobile-Telenor	Outbound	0.7264
Usage	USA	Serbia-Mobile-VIP	Outbound	0.7264
Usage	USA	Serbia-Orion	Outbound	0.5500
Usage	USA	Seychelles	Outbound	1.0500
Usage	USA	Seychelles-Mobile	Outbound	1.0500
Usage	USA	Sierra Leone	Outbound	0.7100
Usage	USA	Sierra Leone-Mobile	Outbound	0.7100
Usage	USA	Sierra Leone-Mobile-Airtel	Outbound	0.7100
Usage	USA	Singapore	Outbound	0.1220
Usage	USA	Singapore-Mobile	Outbound	0.2100
Usage	USA	Singapore-Starhub	Outbound	0.1220
Usage	USA	Singapore-VOIP	Outbound	0.1220
Usage	USA	Slovak Rep	Outbound	0.2425

Usage	USA	Slovak Rep-Mobile	Outbound	0.4171
Usage	USA	Slovak Rep-Mobile-Orange	Outbound	0.4171
Usage	USA	Slovak Rep-Mobile-Tsystems	Outbound	0.4171
Usage	USA	Slovenia	Outbound	0.4400
Usage	USA	Slovenia-Mobile	Outbound	0.5888
Usage	USA	Slovenia-Mobile-Kosovo Ipkonet	Outbound	0.5888
Usage	USA	Slovenia-OLO	Outbound	0.4400
Usage	USA	Solomon Islands	Outbound	1.9600
Usage	USA	Somalia	Outbound	1.3200
Usage	USA	Somalia-Golis	Outbound	1.3200
Usage	USA	Somalia-Hormud	Outbound	1.3200
Usage	USA	Somalia-Mobile-Onkod	Outbound	1.3200
Usage	USA	South Africa	Outbound	0.2610
Usage	USA	South Africa-Cape Town	Outbound	0.2610
Usage	USA	South Africa-Johannesburg	Outbound	0.2610
Usage	USA	South Africa-Mobile	Outbound	0.4302
Usage	USA	South Africa-Mobile-Cell C	Outbound	0.4302
Usage	USA	South Africa-Mobile-MTN	Outbound	0.4302
Usage	USA	South Africa-Mobile-Vodacm	Outbound	0.4302
Usage	USA	South Africa-NGN	Outbound	0.2610
Usage	USA	South Sudan	Outbound	0.9500
Usage	USA	South Sudan-Mobile	Outbound	0.9500
Usage	USA	South Sudan-Mobile-Vivacell	Outbound	0.9500
Usage	USA	Spain	Outbound	0.0870
Usage	USA	Spain-Canary Islands	Outbound	0.0870
Usage	USA	Spain-Mobile	Outbound	0.2328

Usage	USA	Spain-Mobile-Movistar	Outbound	0.2328
Usage	USA	Spain-Mobile-Orange	Outbound	0.2328
Usage	USA	Spain-Mobile-Vodafone	Outbound	0.2328
Usage	USA	Spain-Mobile-Yoigo	Outbound	0.2328
Usage	USA	Spain-Non Geo	Outbound	0.2500
Usage	USA	Sri Lanka	Outbound	0.7400
Usage	USA	Sri Lanka-Mobile	Outbound	0.7764
Usage	USA	Sri Lanka-Mobile-Dialog	Outbound	0.7764
Usage	USA	Sri Lanka-Mobile-Mobitel	Outbound	0.7764
Usage	USA	Sri Lanka-Mobile-TIGO	Outbound	0.7764
Usage	USA	Sri Lanka-SLT	Outbound	0.7400
Usage	USA	Sri Lanka-WLL	Outbound	0.7400
Usage	USA	St. Helena	Outbound	2.9500
Usage	USA	St. Kitts & Nevis	Outbound	0.3800
Usage	USA	St. Kitts & Nevis-Mob.	Outbound	0.4984
Usage	USA	St. Lucia	Outbound	0.3900
Usage	USA	St. Lucia-Mobile	Outbound	0.5088
Usage	USA	St. Lucia-Mobile-C&W	Outbound	0.5088
Usage	USA	St. Lucia-Mobile-Digicel	Outbound	0.5088
Usage	USA	St. Maarten	Outbound	0.3800
Usage	USA	St. Maarten-Mobile	Outbound	0.3800
Usage	USA	St. Pierre & Miquelon	Outbound	0.3600
Usage	USA	St. Pierre & Miquelon-Mobile	Outbound	0.3600
Usage	USA	St. Vincents	Outbound	0.4400
Usage	USA	St. Vincents-Mobile	Outbound	0.5564
Usage	USA	St. Vincents-Mobile-Digicel	Outbound	0.5564

Usage	USA	Sudan	Outbound	0.9500
Usage	USA	Sudan-Canar	Outbound	0.9500
Usage	USA	Sudan-Mobile	Outbound	1.0082
Usage	USA	Sudan-Mobile-MTN	Outbound	1.0082
Usage	USA	Sudan-Mobile-Sudatel	Outbound	1.0082
Usage	USA	Sudan-Mobile-Zain	Outbound	1.0082
Usage	USA	Suriname	Outbound	0.9100
Usage	USA	Suriname-Mobile	Outbound	0.9821
Usage	USA	Suriname-Mobile-Digicel	Outbound	0.9821
Usage	USA	Swaziland	Outbound	0.5800
Usage	USA	Swaziland-Mobile	Outbound	0.7133
Usage	USA	Sweden	Outbound	0.0873
Usage	USA	Sweden-Mobile	Outbound	0.1695
Usage	USA	Sweden-Mobile-Comviq	Outbound	0.1695
Usage	USA	Sweden-Mobile-Hi3G	Outbound	0.1695
Usage	USA	Sweden-Mobile-Telenor	Outbound	0.1695
Usage	USA	Sweden-Mobile-Telia	Outbound	0.1695
Usage	USA	Sweden-Paging	Outbound	0.1695
Usage	USA	Switzerland	Outbound	0.0920
Usage	USA	Switzerland-Mobile	Outbound	0.3395
Usage	USA	Switzerland-Mobile-Paging	Outbound	0.3395
Usage	USA	Switzerland-Mobile-Salt	Outbound	0.3395
Usage	USA	Switzerland-Mobile-Sunrise	Outbound	0.3395
Usage	USA	Switzerland-Mobile-Swisscom	Outbound	0.3395
Usage	USA	Syria	Outbound	0.7700
Usage	USA	Syria-Mobile	Outbound	0.8234

Usage	USA	Syria-Mobile-MTN	Outbound	0.8234
Usage	USA	Syria-Mobile-Syriatel	Outbound	0.8234
Usage	USA	Taiwan	Outbound	0.2000
Usage	USA	Taiwan-Mobile	Outbound	0.2748
Usage	USA	Tajikstan	Outbound	0.3600
Usage	USA	Tajikstan-Mobile	Outbound	0.4013
Usage	USA	Tanzania	Outbound	0.6100
Usage	USA	Tanzania-Mobile	Outbound	0.6244
Usage	USA	Tanzania-Mobile-Vodacom	Outbound	0.6244
Usage	USA	Tanzania-Mobile-Zantel	Outbound	0.6244
Usage	USA	Thailand	Outbound	0.3700
Usage	USA	Thailand-Mobile	Outbound	0.3707
Usage	USA	Togo	Outbound	0.7600
Usage	USA	Togo-Mobile	Outbound	0.7613
Usage	USA	Togo-Mobile-Telecel	Outbound	0.7613
Usage	USA	Tokelau	Outbound	2.2500
Usage	USA	Tonga	Outbound	0.7700
Usage	USA	Tonga-Mobile	Outbound	0.7700
Usage	USA	Trinidad & Tobago	Outbound	0.3900
Usage	USA	Trinidad & Tobago-Mob.-Digicel	Outbound	0.4564
Usage	USA	Trinidad & Tobago-Mobile	Outbound	0.4564
Usage	USA	Tunisia	Outbound	0.6500
Usage	USA	Tunisia-Mobile	Outbound	0.6942
Usage	USA	Tunisia-Mobile-Orange	Outbound	0.6942
Usage	USA	Tunisia-Mobile-Tunisiana	Outbound	0.6942
Usage	USA	Tunisia-Tunis	Outbound	0.6500

Usage	USA	Turkey	Outbound	0.4000
Usage	USA	Turkey-Cities	Outbound	0.4000
Usage	USA	Turkey-Istanbul	Outbound	0.4000
Usage	USA	Turkey-Mobile	Outbound	0.5316
Usage	USA	Turkey-Mobile-Turkcell	Outbound	0.5316
Usage	USA	Turkey-Mobile-Vodafone	Outbound	0.5316
Usage	USA	Turkey-Nth Cyprus	Outbound	0.4000
Usage	USA	Turkey-Nth Cyprus-Mob-Turkcell	Outbound	0.5316
Usage	USA	Turkey-Nth Cyprus-Mob-Vodafone	Outbound	0.5316
Usage	USA	Turkey-Special Services	Outbound	0.4000
Usage	USA	Turkmenistan	Outbound	0.8200
Usage	USA	Turkmenistan-Mobile	Outbound	0.8201
Usage	USA	Turks & Caicos	Outbound	0.4100
Usage	USA	Turks & Caicos-Mobile	Outbound	0.5245
Usage	USA	Turks & Caicos-Mobile-Digicel	Outbound	0.5245
Usage	USA	Tuvalu	Outbound	1.3700
Usage	USA	UK	Outbound	0.0470
Usage	USA	UK-Local 0844	Outbound	0.6500
Usage	USA	UK-Local 0845	Outbound	0.6500
Usage	USA	UK-Mobile	Outbound	0.3453
Usage	USA	UK-Mobile-EE	Outbound	0.3453
Usage	USA	UK-Mobile-H3G	Outbound	0.3453
Usage	USA	UK-Mobile-O2	Outbound	0.3453
Usage	USA	UK-Mobile-Vodafone	Outbound	0.3453
Usage	USA	UK-National 0870	Outbound	0.6500
Usage	USA	UK-National 0871	Outbound	0.6500

Usage	USA	UK-Personal Numbers	Outbound	0.6500
Usage	USA	Uganda	Outbound	0.5800
Usage	USA	Uganda-Mobile	Outbound	0.5990
Usage	USA	Uganda-Mobile-Airtel	Outbound	0.5990
Usage	USA	Uganda-Mobile-MTN	Outbound	0.5990
Usage	USA	Uganda-Mobile-Orange	Outbound	0.5990
Usage	USA	Uganda-Mobile-UTL	Outbound	0.5990
Usage	USA	Ukraine	Outbound	0.4800
Usage	USA	Ukraine-Mobile	Outbound	0.5323
Usage	USA	Ukraine-Mobile-Astelit	Outbound	0.5323
Usage	USA	Ukraine-Mobile-Kievstar	Outbound	0.5323
Usage	USA	Ukraine-Mobile-UMC	Outbound	0.5323
Usage	USA	United Arab Emirates	Outbound	0.3360
Usage	USA	United Arab Emirates-Mobile	Outbound	0.4818
Usage	USA	United Arab Emirates-Mobile DU	Outbound	0.4818
Usage	USA	Uruguay	Outbound	0.4700
Usage	USA	Uruguay-Mobile	Outbound	0.6201
Usage	USA	Uruguay-Mobile-Ancel	Outbound	0.6201
Usage	USA	Uruguay-Mobile-Claro	Outbound	0.6201
Usage	USA	Uruguay-Mobile-Movistar	Outbound	0.6201
Usage	USA	Uruguay-Montevideo	Outbound	0.6201
Usage	USA	Uzbekistan	Outbound	0.4200
Usage	USA	Uzbekistan-Mobile	Outbound	0.4709
Usage	USA	Uzbekistan-Mobile-Unitel	Outbound	0.4709
Usage	USA	Vanuatu	Outbound	2.2500
Usage	USA	Vanuatu-Mobile	Outbound	2.2500

Usage	USA	Venezuela	Outbound	0.2800
Usage	USA	Venezuela-Caracas	Outbound	0.2800
Usage	USA	Venezuela-Cities	Outbound	0.2800
Usage	USA	Venezuela-Mobile	Outbound	0.3305
Usage	USA	Venezuela-Mobile-Digitel	Outbound	0.3305
Usage	USA	Venezuela-Mobile-Movilnet	Outbound	0.3305
Usage	USA	Venezuela-Mobile-Telcel	Outbound	0.3305
Usage	USA	Venezuela-Valencia	Outbound	0.2800
Usage	USA	Vietnam	Outbound	0.8400
Usage	USA	Vietnam-Hanoi	Outbound	0.8400
Usage	USA	Vietnam-Ho Chi Minh	Outbound	0.8400
Usage	USA	Vietnam-Mobile	Outbound	0.8473
Usage	USA	Vietnam-Mobile-VMS Vinaphone	Outbound	0.8473
Usage	USA	Vietnam-Mobile-Viettel	Outbound	0.8473
Usage	USA	Vietnam-Premium-Service	Outbound	0.8400
Usage	USA	Vietnam-Viettel	Outbound	0.8400
Usage	USA	Virgin Islands GB	Outbound	0.3500
Usage	USA	Virgin Islands GB-Mob.	Outbound	0.4573
Usage	USA	Virgin Islands GB-Mob.-Digitel	Outbound	0.4573
Usage	USA	Virgin Islands USA	Outbound	0.0160
Usage	USA	Wallis & Futuna	Outbound	2.7600
Usage	USA	Western Samoa	Outbound	0.8000
Usage	USA	Western Samoa-Mobile	Outbound	0.8000
Usage	USA	Yemen	Outbound	0.7000
Usage	USA	Yemen-Mobile	Outbound	0.7014
Usage	USA	Zambia	Outbound	0.6100



Usage	USA	Zambia-Mobile	Outbound	0.7134
Usage	USA	Zambia-Mobile-MTN	Outbound	0.7134
Usage	USA	Zambia-Mobile-Zain	Outbound	0.7134
Usage	USA	Zambia-Mobile-Zamtel	Outbound	0.7134
Usage	USA	Zimbabwe	Outbound	0.5100
Usage	USA	Zimbabwe-Mobile-Econet	Outbound	0.8606
Usage	USA	Zimbabwe-Mobile-NetOne	Outbound	0.8606
Usage	USA	Zimbabwe-Mobile-Telecel	Outbound	0.8606
Usage	USA	Zimbabwe-VOIP	Outbound	0.5100

## Appendix B. Sample Agreement - Attachments

Please refer to our attached icon(s) below, pertaining to the Sample Agreement - Attachments. For hardcopy purposes, please review the following page(s).



Verizon Sample New  
Order Amendment - 1



Verizon Hybrid US  
Custom Agrmnt for



wv96a 5-16.docx



cp\_ccasvcc\_plus\_con cp\_cpe\_plus\_CPE\_an  
tact\_center\_as\_a\_se d\_related\_services\_2



cp\_pip\_plus\_private\_  
ip\_service\_2018MAYC



Long Distance Voice  
Services.doc



voipserviceoptimizati  
on-voice-over-ip-201:



Verizon Legacy  
Mgd IP PBX Svc Att.c



cp\_uccaas\_plus\_unifi  
ed\_communications\_a



Verizon Hybrid Pro  
Svcs Attachment.pdf



Amendment ID: \_\_\_\_\_

Contract ID: 497085

Reference ID: \_\_\_\_\_

Routing Code: U-U-E-NwO

**Verizon Rapid Delivery Attachment to the VERIZON SERVICE AGREEMENT**

<b>State of West Virginia</b> <b>(Customer Signatory)</b>	<b>Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services") (Verizon Signatory)</b>
<b>Customer Signature:</b>	<b>Verizon Signature:</b>
<b>Name:</b>	<b>Name:</b> Anthony Recine
<b>Title:</b>	<b>Title:</b> Vice President
<b>Date:</b>	<b>Date:</b>
<b>Email:</b>	

"Verizon Rapid Delivery" and "VRD" is used in this Service Attachment to refer to the services, and related contract terms, developed for an automated system intended to rapidly deliver Verizon service. Rapid Delivery and VRD are not trademarks for, or names of, the referenced goods or services, or automated system.

Valid if signed and submitted to Verizon by \_\_\_\_\_

The VERIZON SERVICE AGREEMENT between Customer and Verizon, signed by Customer on \_\_\_\_\_, with the Contract ID 497085 is referred to as the "Legacy Agreement". The Legacy Agreement is hereby amended to add this Service Attachment ("Attachment"). Orders for the Services identified in this Attachment ("Rapid Delivery Services") will be processed on Verizon's current automated platform. This Attachment applies only to Rapid Delivery Services and has no effect on any other Services under the Legacy Agreement. Service Terms and pricing identified below by URL are incorporated by reference and updates are binding upon Customer unless otherwise stated herein. The remedy in the Legacy Agreement applies if any updates are material and adverse to Customer.

<b>Parties</b>	
<b>Customer Signatory:</b> State of West Virginia	<b>Verizon:</b> Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services")
<b>Registered Office Address:</b>  USA	<b>Registered Office Address:</b> One Verizon Way Basking Ridge, NJ 07920 USA
<b>Registered No., ABN or CIN (if applicable):</b> NA	<b>Registered No. or ABN (if applicable):</b> Not applicable
<b>VAT/GST/Consumption Tax Number (if applicable):</b>	<b>VAT/GST/Consumption Tax Number (if applicable):</b> N/A
<b>Additional Legal Entity Information (if applicable):</b>	<b>Additional Legal Entity Information (if applicable):</b> Not applicable
<b>Address for Notices:</b>	<b>Address for Notices:</b> 6415-6455 Business Center Drive Highlands Ranch, CO 80130



Amendment ID: \_\_\_\_\_

Contract ID: 497085

Reference ID: \_\_\_\_\_

Routing Code: U-U-E-NwO

USA	USA Attn: Customer Service Email: notice@verizon.com
-----	--

(Quote ID: \_\_\_\_\_ version: \_\_\_\_\_)

i) **Additional Provision(s).**1. **Provisions relating to Charges.**

- 1.1 **Payment of Invoices.** The Customer will receive a separate, monthly, standard invoice for Rapid Delivery Services. Customer shall pay invoices within 30 days of the invoice date. Amounts not paid or Disputed on or before 30 days from the invoice date will be past due, and interest shall accrue on any past due amount from the due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either (a) 1.5% per month, or (b) the maximum amount allowed by applicable law.
- 1.2 **The following terms apply only to individual Rapid Delivery Services that are subject to a Service Commitment, as explicitly set forth in this Attachment or in a Service Order, but do not apply to other Services:**
  - 1.2.1 **Charge for Early Termination of Service.** If Customer terminates a Service on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge shall equal 75% (or as set forth in the applicable Service Terms) of the MRC for the terminated Service multiplied by the number of months remaining in the Service Commitment.
  - 1.2.2 **Charge for Moves, Changes Prior to End of Service Commitment.** Customer will not be charged the full Early Termination Charge set forth in the preceding section for moves or changes. Instead, for a move or change to a Service during the Service Commitment, the Early Termination Charge described in the preceding section will be reduced by the MRC for the replacement Service multiplied by the number of months in the new Service Commitment. To qualify as a move or change, changes to the Services must be placed at the same time with related Service Orders and scheduled for coordinated implementation at the same time.
- 1.3 **Miscellaneous.** The Rapid Delivery Services will not count towards any usage based credits that are not set out in this Attachment. The Rapid Delivery Services are not subject to any Customer acceptance testing which delays accrual of charges.

2. **Provisions relating to General Terms.**

- 2.1 **CPNI Authorizers.** After execution of this Attachment, the Customer signor is designated a CPNI Authorizer and will receive an email requesting that they either (i) enroll on the Verizon Enterprise Center or (ii) forward the request to a designee who will become the CPNI Authorizer upon completion of enrollment.
- 2.2 **Services Migration.** Verizon may migrate Services provided under the Legacy Agreement to the current platform. Migration will not affect Service delivery, and will not cause disruption of the Services or downtime. Verizon will work with Customer to arrange the migration. Migrated Services will be governed by this Attachment. However, Customer will continue to be charged the rates on its last invoice for migrated Services until Customer makes a change to the migrated Service at which time Customer will be charged the rate in this Attachment. VoIP Service will be charged the rate in this Attachment as of the date of migration.

ii) **New Rapid Delivery Services** ("+" following the Service name indicates it is a Rapid Delivery Service; it is not a part of the Service name).

1. **Access +;** terms are located at [www.verizonenterprise.com/service/cp\\_access\\_plus\\_toc\\_2017SEP01.htm](http://www.verizonenterprise.com/service/cp_access_plus_toc_2017SEP01.htm).
2. **Private IP +;** terms are located at [www.verizonenterprise.com/service/cp\\_pip\\_plus\\_toc\\_2017JUL15.htm](http://www.verizonenterprise.com/service/cp_pip_plus_toc_2017JUL15.htm).
3. **WAN Analysis Reporting +;** terms are located at [www.verizonenterprise.com/service/cp\\_war\\_plus\\_toc\\_2016NOV30.htm](http://www.verizonenterprise.com/service/cp_war_plus_toc_2016NOV30.htm).



Amendment ID: \_\_\_\_\_

Contract ID: 497085

Reference ID: \_\_\_\_\_

Routing Code: U-U-E-NwO

**Service Details****PRICEBOOK PRICING**

**New Rapid Delivery Service(s).** The only pricing terms, promotions, SLAs, and waivers of charges that apply to Rapid Delivery Services are those in this Attachment.

**Private IP +****1. Rates and Charges.**

- 1.1 **Online Pricing.** Private IP + pricing is located at  
[https://vecportalqa2.ebiz.verizon.com/global/standardpricing.html?product=PR\\_PIP\\_SVC&curr=USD&date=09282017&scenarioid=16768329](https://vecportalqa2.ebiz.verizon.com/global/standardpricing.html?product=PR_PIP_SVC&curr=USD&date=09282017&scenarioid=16768329).

**WAN Analysis Reporting +****1. Rates and Charges.**

- 1.1 **Online Pricing.** WAN Analysis Reporting + pricing is located at  
[https://vecportalqa2.ebiz.verizon.com/global/standardpricing.html?product=PR\\_WAN\\_ANA\\_RPT&curr=USD&date=09282017&scenarioid=16768329](https://vecportalqa2.ebiz.verizon.com/global/standardpricing.html?product=PR_WAN_ANA_RPT&curr=USD&date=09282017&scenarioid=16768329).

**SERVICE ORDER FORM**

Quote ID	
Quote Version #	0
Order Section #	

**Order Summary by Location:**

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
		MCI Communications Services, Inc. d/b/a Verizon Business Services	USD		
Total excluding Taxes (as defined in the Contract)			USD		

**Service Order Details:** All Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services unless otherwise specified below. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer.

**1. Service Delivered to:****Location ID:**

Service Summary	MRC (USD)	NRC (USD)
Access +		
Total (USD) excluding Taxes (as defined in the Contract)		

Service Detail for Location ID(s): (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: Activity Type: ADDED Service Commitment:				
Local Access - Op/App Performance: Platinum / Platinum - 10 Mbps - UNI Speed: 10 Mbps	ADDED	N/A		
Total (USD) excluding Taxes (as defined in the Contract)				

**United States Service Agreement**  
 between  
**MCI Communications Services, Inc. d/b/a Verizon Business Services**  
 and  
**State of West Virginia**

This United States Service Agreement is entered into by and between Customer and Verizon to establish the terms and pricing under which customer will purchase Services offered by Verizon. The Master Terms below set out the terms and conditions governing all Services. All capitalized terms not otherwise defined in the Agreement have the meanings set forth in the Master Terms Section 21, Definitions. Services are described in Schedule A. Pricing and certain related terms are described in Schedule B. Service and Pricing Schedules will be added at a later time.

**MASTER 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.
- 2.10 **Purchase Commitments**
- 2.10.1 **Volume Commitments**
- 2.10.1.1 **Volume Commitment Obligations.** Where a Volume Commitment applies, Customer shall pay Verizon the amount of Eligible Charges required to meet the relevant Volume Commitment within the applicable measurement period. If, at the end of any Contract Year or Volume Commitment Period (as applicable), the Eligible Charges Customer has paid are less than the Volume Commitment, then Customer shall pay an Underutilization Charge equal to 75% of the shortfall (or other percentage detailed elsewhere in the Agreement).
- 2.10.1.2 **Responsible Party.** The Customer entity that is the Party to the USSA (not a Participating Entity) remains responsible in all respects for any failure to meet any Volume Commitment.
- 2.10.2 **Service Commitment.** For Optimized Services, no Service Commitment applies unless it is stated in the Agreement. For non-Optimized Services, a minimum one year Service Commitment applies unless otherwise stated in the Agreement. For all Services, any Service Commitment stated in an Order will take precedence over conflicting information elsewhere in the Agreement.
- 2.10.3 **Purchase Commitment Expiry.** Upon expiration of a Volume Commitment Period and/or Service Commitment (as applicable), the associated Service automatically continues until either Party terminates it under the terms of the Agreement.

### 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: [verizonenterprise.com/terms](http://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 6415-6455 Business Center Drive Highlands Ranch, CO 80130 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 **Order of Precedence.** In the case of any inconsistency, the USSA takes precedence over Orders. Within the USSA, the order of precedence (in descending priority) is: Master Terms, Service Attachments (Schedule A), and Pricing (Schedule B). Within each of those parts of the Agreement, those terms set out directly into the document to which Customer is a Party take precedence over any online terms.
- 18.14 **Changes to Online Terms.** Verizon may change the Online Master Terms and Service Terms from time to time, effective upon 30 days posting or other notice. By continuing to use Service(s) after a change becomes effective, Customer agrees to be bound by the changed terms, which apply to new and previously-ordered Services. It is Customer's responsibility to check the Online Master Terms and Service Terms regularly for changes.
- 18.15 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.
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 or at 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 **Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
  - (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
  - (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 20.6 **CPNI Authorizers.** At all times that the Agreement is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under the USSA as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

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, 10 days from notice of such failure.

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

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

"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, 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 <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 [verizonenterprise.com/service/g\\_service\\_provider\\_list.htm](http://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.

Agreed to by the Parties' authorized representative below.

**Verizon Business Network Services Inc.** on behalf of  
MCI Communications Services, Inc. d/b/a Verizon Business  
Services

By: 

Name: Alan S. Davis

Title: Sr - Manager - Billing

Date: November 20, 2018

**State of West Virginia**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT ADDENDUM

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

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

## ACCEPTED BY:

State of West Virginia  
Spending Unit: Office of Technology

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Verizon Business Network Services Inc. on behalf of  
MCI Communications Services, Inc. d/b/a Verizon Business Services

Signed: [Signature]

Title: Sr. Manager - Billing

Date: November 20, 2018





## Contact Center As A Service – Virtual Contact Center +

1. SERVICE DESCRIPTION
2. TERMS AND CONDITIONS
3. DEFINITIONS
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS

1. **SERVICE DESCRIPTION.** Contact Center as a Service - Virtual Contact Center + (hereinafter, "Virtual Contact Center" or the "Service") is a network-based multimedia automatic call distribution (ACD) offering that provides intelligent call routing fully managed within carrier-grade application hosting facilities. Virtual Contact Center includes the ability to provision contact center agents ("Agent(s)") and supervisors ("Supervisor(s)") via a web-based interface and to establish routing plans to send inbound phone calls (from Customer-identified and Verizon-provisioned IP inbound numbers), chats and emails (from Customer-identified and -provisioned Customer websites) to Customer-identified and -provisioned Agents. To use the phone call routing capabilities of Virtual Contact Center, Customer must also purchase Verizon's VoIP Inbound Toll Free and/or Local Origination service offered via its contract for IP Contact Center Service.

### 2. TERMS AND CONDITIONS

- 2.1 **Commencement.** Virtual Contact Center shall commence on the date that the Agreement or Amendment thereto incorporating Virtual Contact Center, as applicable, is executed by Verizon and Customer (the "VCC Effective Date"). Customer's "Initial Commitment Period" shall begin upon implementation of the Service or within sixty (60) days of the VCC Effective Date, whichever is earlier, and end upon the completion of the initial one-, two-, or three-year Service Commitment Period selected by Customer. Customer will contact Verizon not less than sixty (60) days prior to the expiration of the Initial Commitment Period or any subsequent commitment period to determine whether Virtual Contact Center is to renew for an additional 12-month or longer commitment period. The Initial Commitment and any subsequent periods shall be referred to as the "VCC Service Commitment Period."
- 2.2 **Acceptable Use Policy.** Virtual Contact Center shall be considered an "Internet Service" for purposes of Verizon's Acceptable Use Policy and Customer requirements related thereto set forth in the Agreement.
- 2.3 **Service Modification by Verizon.** Verizon reserves the right to modify Virtual Contact Center from time to time by providing Notice to Customer as set forth in the Agreement; provided that Customer may terminate Virtual Contact Center without penalty in the 30 days following implementation of any change to Virtual Contact Center that has a material adverse affect on the functionality of the Service if Verizon fails to correct the adverse effect in the ten (10) days following Customer's written notification to Verizon of such effect. Verizon, its affiliates or subcontractors, may perform some or all of Verizon's duties and/or obligations hereunder.
- 2.4 **Supportable Platforms.** Prior to implementing access to Virtual Contact Center, Verizon will inform Customer as to the operating systems and Internet browsers by which access to Virtual Contact Center is supported. Customer's Agents must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.
- 2.5 **Early Termination Charges.** If Customer terminates Virtual Contact Center prior to the expiration of its VCC Service Commitment Period, or if Verizon terminates the Agreement or Virtual Contact Center for cause prior to the expiration of the VCC Service Commitment Period, Verizon reserves the right to bill





Customer (i) any outstanding charges for Virtual Contact Center to the date of such termination, plus (ii) an amount equal to the number of months and portions of months remaining in the VCC Service Commitment Period times the applicable MRC(s).

2.6 **Supervisors/Agents**. Customer will identify (name) "Supervisors" and "Agents" authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Agents so authorized. The number of Supervisors and/or Agents using Virtual Contact Center can increase or decrease from month to month, but never decrease below the Minimum Agent Requirement. Any Supervisor and/or Agent who logs in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/Agent logs in.

2.7 **Standard Support**. Standard support for Virtual Contact Center includes the provision of assistance to end users on a 24x7x365 basis for any event generated within the Virtual Contact Center platform that results in an effective cessation of Service or Customer-purchased Service feature. Virtual Contact Center support is available via telephone and email.

Customer acknowledges and agrees that non-standard support services will be performed and billed to Customer in accordance with a statement of work to be mutually agreed upon prior to the delivery of non-standard support services. If non-standard support services are provided, Customer also shall be billed for materials and travel expenses, as applicable, in accordance with Verizon's standard policies for billing such items.

2.8 **Service Level Agreement**. The Service Level Agreement ("SLA") for Virtual Contact Center is set forth in Section 4 below, which is made a part of this Agreement. Verizon's records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth Customer's sole remedies for any claim relating to Virtual Contact Center, including any failure to meet any service level set forth in the SLA.

2.9 **No Resale**. Resale or use of Virtual Contact Center by an organization other than Customer is prohibited.

2.10 **Access to CPNI**. Use of Virtual Contact Center may enable users to access Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:

- that the Agreement to Protect CPNI to which it has separately subscribed applies;
- that only Customer's CPNI Administrator can authorize individuals to use Virtual Contact Center, and that such authorization authenticates that such individuals are, in fact, so authorized by Customer; and
- to cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized users.

2.11 **Call Recording**. The Customer warrants that the call recording feature includes an announcement to a caller that the call may be recorded and the purpose for such recording (for example, for quality assurance purposes), and Customer will not remove that notification. Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call. Where required by applicable laws and regulations Customer employees shall afford callers with the option to continue with the call without being recorded and to be able to revoke consent to call recording during the call, at which point the recording shall be stopped and all recorded material shall be deleted. Customer shall indemnify and hold harmless Verizon from any end user or other third party claims related to these Customer warranties.

2.12 **Call Monitoring**. Customer represents and warrants that: (i) where Customer's employees' calls are recorded, the Customer has the requisite authority and the Customer's employees' consents to use,



process, and transfer such employees' personal data (including transfers to third countries that do not have equivalent or adequate data protection laws) solely for purposes of contact center functions and interactions; (ii) if the Customer's employees' recorded calls are used for the purpose of workforce performance monitoring and/or disciplinary reasons, Customer will consult all European Works Councils for operation of the Service for EU based Customer employees; and, (iii) Customer will comply with all Data Protection regulators' notifications and/or registration obligations in to the operation of the Service, including for Customer's recordings of employees' calls. Customer shall indemnify and hold harmless Verizon from any Customer employee or other third party claims arising from a breach of these Customer warranties.

- 2.13 **Use of Sensitive Personal Information.** Verizon intends that personal information about individuals ("Sensitive Personal Information" or "SPI") not be stored within the Virtual Contact Center platform. To the extent Customer does store SPI within the Virtual Contact Center platform, Customer does so entirely at its own risk.
- 2.14 **Customer Satisfaction Guarantee.** Notwithstanding Section 2.5 above (Early Termination Charges) or Customer's VCC Service Commitment Period, Customer may terminate Virtual Contact Center at any time during the first 90 days of the Initial Commitment Period without penalty or further liability beyond charges incurred.
- 2.15 **India.** This clause applies if Virtual Contact Center will be accessed from India. Prior to the Service Activation Date the Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto ("Inspection Pro Forma").
- 2.15.1 **India Call Detail Records.** In accordance with regulatory requirements as applicable to Other Service Providers (OSP) in India, Customers, and Customers' Affiliates in India, accessing Virtual Contact Center services in India shall be responsible for retaining the call detail records onsite in India as per the time period mentioned in OSP guidelines, as may be amended from time to time.

### 3. DEFINITIONS

Term	Definition
Concurrent User	A measurement of end users who simultaneously log into the Virtual Contact Center Agent interface during a billing period. The user may or may not be assigned "monitor," "whisper coach," and/or "barge" agent permissions.
Configured Individual User	Any individual user (regardless of role or permissions) who has access to the Service with an active account. An individual user is considered a "Configured Individual User" whether or not he/she logged in during the billing interval but only for so long as he/she has an active account.
Ordered Individual Users	The number of individual users (regardless of role or permission) to be created within Virtual Contact Center upon Service implementation.
Unique User	An individual user who logs into the Virtual Contact Center Agent or Supervisor interface at least one time during a billing period and is configured to handle media and/or is assigned the "monitor," "whisper coach," and/or "barge" agent permissions.

4. **SERVICE LEVEL AGREEMENT.** The service level agreement (SLA) for Virtual Contact Center may be found at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/cp\\_ccasvcc\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_ccasvcc_sla.pdf)



5. **FINANCIAL TERMS.** Customer will pay the charges for Virtual Contact Center specified in the Agreement, including those at the following URL:

[http://www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm)



### **Schedule 1 – Inspection Pro Forma**

Schedule 1 – For customers ordering Virtual Contact Center that will be accessed in India, please click here (at [www.verizonenterprise.com/external/service\\_guide/reg/cp\\_ccasvcc\\_inspection\\_proforma.dotm](http://www.verizonenterprise.com/external/service_guide/reg/cp_ccasvcc_inspection_proforma.dotm)) for the Inspection Pro Forma.



## **CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES**

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6. DEFINITIONS

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

### 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 licence for Software (collectively, a System), and (b) related Deployment, Maintenance and/or Warranty Services 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, Inc. d/b/a Verizon Business Services).

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

#### 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.

2.2.3 **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 **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).

2.2.3.2 **Enhanced Staging.** Enhanced Staging includes all of the features of Basic Staging plus Verizon will configure the System as requested by Customer.

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

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

**2.2.3.4 Implementation.** With Implementation, Verizon will install Service Equipment required for the relevant Verizon managed network services. Verizon also will perform on-Site tests to ensure management applications are properly applied and operational.

### 2.2.3.5 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.

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

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

**2.2.3.8 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).

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

**2.3.1.3 Standard Service Features.** Verizon offers three levels of Verizon Care, as indicated below.

Verizon Care Level	Support	Response Time	Management
Verizon Care	8 x 5	Next Business Day	No
Verizon Care Advanced	24 x 7	4 hours	No
Verizon Care Premium	24 x 7	4 hours	Yes

- Verizon will make all reasonable efforts to 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.

### 2.3.1.4 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.



## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

**2.3.1.5 Optimized Service-Only Optional Features -- Maintenance Reporting (which is also known as Verizon Advanced Care Reporting).** With Maintenance Reporting, Verizon provides reports which track and inventory Customer Systems. Verizon will work remotely with Customer to coordinate the configuration and deployment of collection software on the designated Customer provided server in accordance with the manufacturer's requirements at time of deployment. Customer will provide remote VPN to support the data collection. If Customer does not want network information to be transmitted and used for reports, Customer may request Verizon to remotely disable collection features or uninstall collector software, at which time Verizon will no longer be able to provide this Service.

### 2.3.2 Third Party- Services

**2.3.2.1 Service Definition.** With Third Party Services, a vendor (as Verizon's subcontractor) provides Customer 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.

**2.3.2.2 Standard Service Features.** The TPSA and EULA are generally available on the vendor's website as it may be updated from time to time. When ordering Third Party Services, Customer acknowledges having read and accepted the applicable TPSA and EULA. 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. A partial list of current TPSAs is provided below, however, additional TPSA may be provided to Customer from Verizon from time to time as required by a Service Order or via the vendor's website. Verizon provides no warranties, guarantees or assurances of quality for Third Party Services.

- **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.** <https://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.

**2.4 Warranty Service.** With Warranty Services, Verizon will replace defective covered peripheral or endpoint equipment (e.g., IP phones, modems) using new, like new, or refurbished parts or equipment of like kind and functionality. Verizon will remotely validate that the equipment is defective and ship replacement equipment for delivery on the next Business Day. Customer is responsible for installing the replacement equipment.

## 3. SUPPLEMENTAL TERMS



## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

3.1 **Delivery.** Where Verizon has a legal presence, System delivery to Customer Sites will be Delivered Duty Paid (DDP). Otherwise, delivery will be Delivered At Place (DAP).

### 3.2 **Title and Security Interest.**

- **Purchases.** Where a System is purchased and delivered within the same jurisdiction where Verizon has established a legal presence 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 when it is shipped to Customer, or at the time indicated on the Service Order if different. As between Verizon and Customer, Verizon retains all right, title and interest in and to all software provided by Verizon.
- **MRP.** Title and security interest terms for MRP transactions are located in the "Title and Security for Systems Under MRP" section below.
- **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 **Cancellation and Early Termination of CPE Services.** Prior to Customer Acceptance, either Party may cancel a Service Order or a SOW for convenience, in whole or in part, upon written notice to the other Party. Except for MRP, after Customer Acceptance, either Party may terminate a Service Order for CPE Services for convenience, in whole or in part, upon 60 days prior written notice to the other Party. Except for MRP, if a CPE Service is terminated by Customer pursuant to this section, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments that would have been due under the Service Order if not terminated and any expenses incurred by Verizon, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty. Where multiple SOWs are associated with these Service Terms, the termination of one or fewer than all of the SOWs will only affect the terminated SOWs, and any additional SOWs will remain in effect.

3.5 **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 5 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.

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

- 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 **Maintenance Coverage.** Customer will confirm with Verizon that Verizon is able to provide Maintenance Service(s) before ordering if, i) Verizon did not install the equipment or software intended to be covered by maintenance, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance on the equipment or software for more than 60 days. If Verizon did not install the CPE, Customer warrants that such CPE is in good working order and meets all applicable manufacturer specifications. If the CPE 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 CPE Services; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such CPE at Verizon's then current rate.
- 3.8 **Additional Terms for Maintenance.** 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.
- 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. 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

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

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.** 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) at any Customer Site. If Verizon representatives encounter any such substance, Verizon may immediately suspend performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance, at its own expense. If Customer does not adequately remediate the hazardous substance, Verizon may terminate for Cause.

3.13 **Export, Import and Sanctions Compliance**

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- 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 **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 or Verizon Warranty 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 MRC 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

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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 products-completed operations aggregate, including coverage for, but not limited to, premises-operations, products/completed operations, and the tort liability of Verizon assumed by Customer in the Agreement; and (b) all risk property insurance against loss or damage to the System as a result of fire, explosion, theft, vandalism, natural catastrophe and such other risks of loss as are normally maintained under an all-risk property insurance policy, 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 and Verizon and its successors and assigns as additional insureds and loss payees as their interests may appear on a primary and non-contributory basis and 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 (14 days for Contracts under Swiss law) in the event of non-payment of premium. Customer will provide Verizon with a certificate of insurance evidencing the coverage required by these MRP terms. Where applicable, if at any time Customer fails to provide the necessary insurance and Customer does not provide insurance from another insurance company, the required insurance may be provided on behalf of Customer at Customer's sole cost and expense, i.e., forced place insurance.
- 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.
- 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

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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.
- 3.15.14 **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.

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

- 4.1 **Greece.** For CPE Services and Systems provided in Greece, Verizon bears the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force.
- 4.2 **Italy.** For CPE Services and Systems provided in Italy, in accordance with articles 1341 and 1342 of the Italian Civil Code, Customer acknowledges it has carefully read the entire text of these Service Terms and hereby specifically approves the provisions contained in the following Clauses of these Service Terms: Charges; "Customer Obligations"; "Risk of Loss"; "Delivery"; "Import of Equipment"; "Cancellation and Early Termination"; "Warranty"; "Limitation of Liability"; "Insurance"; "Hazardous Substances"; "Third Party Services"; "Export, Import and Sanctions Compliance".

### 4.3 **Turkey**

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- **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 served on the non-defaulting Party either: (i) through a notary; or (ii) by registered mail with an acknowledgement of receipt of such notice.
- **Paper Invoices.** Invoices for CPE Services and Systems for Turkey will be sent to Customer in hard copy paper form.
- **No Retention of Title; Bank Guarantee.** No provision in these Service Terms granting to Verizon a post-transfer retention of title in a System applies where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title passes to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

4.4 **China Encryption.** This clause only applies to CPE containing encryption features which will be delivered and used by Customer in the People's Republic of China and where use of that CPE is regulated by the Office of State Commercial Cryptography Administration (OSCCA). Customer will obtain and maintain all necessary permits, licenses and other authorizations ("Permits") necessary for the use of the CPE at all relevant times. Verizon does not warrant or make any representations that such Permits for the use of the CPE will be granted by the OSCCA.

4.5 **Poland - Notification Requirements for Encryption.** When Customer serves as the importer of record for Verizon-provided System in Poland, Customer is responsible for obtaining all import-related authorizations or permits, including but not limited to, submitting any required "Notification of the Intended Import," or "Intra-EU Transfer of Dual-Use Items Used for Telecommunications," or for "Information Security with the Polish Internal Security Agency" (the "Agencja Bezpieczeństwa Wewnętrzne").

4.6 **India - Restriction on Selling Encryption Services.** Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to 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 and deposit the encryption key, split in two parts with that telecom authority.

### 4.7 **IPT Covenants for Asia Pacific (AP) Countries**

- **Toll Bypass.** The Parties will not use the System and the underlying network service upon which IP Telephony (IPT) is provided to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where any part of the underlying network service or the System is used.
- **PSTN Interaction.** The underlying network service and the System may permit egress/ingress to/from the local PSTN for international IPT sessions only in the so-called PSTN Countries: Australia, the European Union member countries, Switzerland, Japan, Korea, Singapore and the United States. In all other countries (the Excluded Countries), the international communications capabilities of the System and underlying network service will be used only for on-net-to-on-net sessions among a pre-defined set of end-users located at Customer and Customer Affiliate premise locations or connected via secure connection to a pre-defined PC/laptop (Closed User Groups). Customer and Customer's Affiliates will prevent use by the general public, and the System and underlying network service cannot be used to provide any part of a 'for-hire' telecommunications service.
- **Third Party Solutions.** If Customer desires to connect a Verizon IPT solution with a third party's IPT solution not under Verizon management or control, Customer will ensure that the third party IPT functionality complies with all the terms of these Service Terms.
- **India OSP Requirement.** If any users in India of the System or underlying network service are



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in call centers or network operation centers, engaged in business process outsourcing, tele-marketing, tele-education, tele-medicine, tele-trading, or provision of e-commerce services, Customer will obtain Other Service Provider (OSP) registration from the Indian Department of Telecommunication covering those activities and associated infrastructure prior to using the CPE or the underlying network service.

- **Indemnity for Service.** Customer will comply and cause each of its Affiliates and any direct or indirect users of the System or the underlying network service to comply with the terms this IPT Covenants for Asia Pacific (AP) Countries section and Customer will indemnify, defend and hold Verizon and its Affiliates harmless for breach of any of the IPT Covenants for Asia Pacific (AP) Countries section conditions by it or any of its Affiliates or any direct or indirect user of the System or underlying network service.
- **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.

**4.8 Payment Terms for Certain Verizon Legal Entities.** Unless otherwise agreed by Verizon, Customer will pay all invoices for CPE and CPE Services placed on the following Verizon entities in the currency of the jurisdiction in which that entity is located.

- Verizon Communications Technology (Beijing) Co. Ltd.
- Verizon Communications Philippines, Inc.
- Verizon Communications Malaysia, Sdn. Bhd.
- Verizon Communications India Private Limited
- Verizon (Thailand) Limited
- Verizon Pakistan (Private) Limited

Payments for CPE and CPE related Services to the entities above will be made only by telegraphic transfer to the bank accounts specified in the relevant invoice.

**4.9 Service Orders with Verizon Communications Technology (Beijing) Pte Ltd.** The following terms apply to Service Orders with Verizon Communications Technology (Beijing) Pte Ltd.

- **FAPIAO.** Verizon will use commercially reasonable efforts to issue a tax invoice (fapiao) with its commercial invoices, and has no further obligation to Customer, with regards to the fapiao once Verizon has sent the fapiao to Customer. Charges are payable upon issuance of the commercial invoice whether or not Verizon is able to issue the fapiao. Customer is deemed to have received the fapiao and the commercial invoice on its respective delivery date. Customer will cooperate with Verizon to address any errors or omissions which Verizon reasonably believes affect a previously issued invoice and/or fapiao, and Customer will return that original invoice or fapiao within 5 Business Days of Verizon's written request.
- **Credits and Consolidated Invoicing.** If Customer is entitled to a credit, it will be applied against the next month's invoiced charges and, if fapiaos have previously been issued, in the next month's fapiao. Unless otherwise agreed by Verizon, all CPE and CPE Services charges subject to local Renminbi billing will be consolidated into a single monthly invoice against the Customer billing account nominated by Verizon and advised to Customer.

**4.10 Tax Information Form.** To facilitate billing (and any applicable tax exemption) for Service Orders with Customers in China, South Korea, Pakistan, Philippines, Taiwan and Thailand, Customer will submit a Tax Invoice Form (as provided by Verizon) to Verizon as part of its signed Contract package.

**4.11 Service Orders with Verizon Pakistan (Private) Limited.** For Service Orders with Verizon Pakistan (Private) Limited, consistent with Pakistan tax regulations, if Customer is issued a credit note from Verizon, Customer will promptly issue a debit note to Verizon within 14 days from the date of credit note, in a format acceptable to the Pakistan tax authorities. Failure to comply with this clause will void the credit note and Customer will be liable for the original invoiced amount.



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**4.12 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%.

**4.13 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. 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 twelve (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

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

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 3.15.13 shall not be applicable.

• Clause 3.15.14 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."

## 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. Verizon will not change a Customer's quote based on any non-currency-related change (e.g., the underlying vendor's price) for 90 days from issuance. 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.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/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

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

- 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 or warranty Services, 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.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
Delivered Duty Paid (DDP)	As defined in "Incoterms 2010" published by the International Chamber of Commerce
Delivered at Place (DAP)	As defined in "Incoterms 2010" published by the International Chamber of Commerce
Business Hours	Means the hours of 8:00 a.m. and 5:00 p.m. local time, during a Business Day
Overtime	Means work extending beyond Business Hours
Weekend and Holiday Hours	Means hours of work other than Business Hours and Overtime

## CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

## PRIVATE IP SERVICE

### 1. GENERAL

#### 1.1 Service Definition

### 2. AVAILABLE VERSIONS PRIVATE IP SERVICE

#### 2.1. Private IP Service

#### 2.2. Private IP Layer 2

#### 2.3. Private IP Gateway

#### 2.4. Private IP- Interconnect

### 3. SUPPLEMENTAL TERMS

#### 3.1 India Ports

#### 3.2 Monitoring

#### 3.3 Restriction on Selling Encryption Services

#### 3.4 Provisioning Entities in China

#### 3.5 Use Restrictions in Turkey

#### 3.6 Voice over IP (VOIP) Restrictions

### 4. SERVICE LEVEL AGREEMENT

### 5. FINANCIAL TERMS

#### 5.1 Optimized Service

#### 5.2 Non-Optimized Service

### 6. DEFINITIONS

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

For non-U.S. Services:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_2017D\\_EC01.pdf](http://www.verizonenterprise.com/external/service_guide/reg/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 **Optimized Service-Only Standard Features**

2.3.2.3.1 **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.

### 2.3.2.4 **Non-Optimized Service-Only Standard Features**

2.3.2.4.1 **Satellite Gateway.** With Satellite Gateway, Verizon provides a gateway port to receive Customer's satellite traffic to the Private IP Network. Each Customer individual Virtual LAN will be mapped to a Private IP PVC/CAR. Since multiple sites share a Virtual LAN and PVC to the Private IP Network, the Private IP CAR is sized according to Customer's expected traffic and the total instantaneous traffic load that the satellite network can handle.

## 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. 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 ("Proforma"). To the extent that the information required by the Proforma cannot be completed (or is otherwise not completed) until after the Service Activation Date Customer authorizes Verizon to complete the Proforma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

**3.2 Monitoring.** Customer understands that the Government of India monitors telecommunications traffic terminating into and originating from India for national security reasons.

**3.3 Restriction on Selling Encryption Services.** Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to 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 and will deposit the encryption key, split in two parts with such telecom authority.





- 3.4 **Provisioning Entities in China.** Licensed local telecommunication suppliers will be used as Provisioning Entities for any portion(s) of the Private IPs not provided by Verizon or its Affiliates. In China, where Verizon is not licensed to provide any portion of the Private IP and such portion is provided by a licensed local telecommunications supplier, such portion of the Private IP will be part of a greater international network of Private IP provided by Verizon to the Customer. In the event of regulatory changes in China affecting the local supplier's ability to provide the Service, Verizon will be entitled to terminate the Service, without any further liability, and will transition Customer to another alternative local supplier at a price to be agreed between the parties.
- 3.5 **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.
- 3.6 **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



- 5.1.2 **Bandwidth Bursting.** (Optimized Only) With Bandwidth Bursting, Customer will pay an additional charge monthly per circuit for any measured usage level greater than Customer's Bandwidth Commitment. Verizon will sample the Private IP port usage every five minutes during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest 5 percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.
- 5.1.3 **Reconfiguration.** A reconfiguration charge applies for the modification of an existing Private IP circuit, at Customer request, for Verizon to reterminate a circuit to a different router or reconfiguration of the port.
- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement. 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.

Long Distance Voice Services  
(formerly Voice Services)

Effective September 30, 2014, new or additional Calling Cards will not be available for purchase by new and existing customers.

- I. **SERVICE DESCRIPTION:** An outbound, customized telecommunications service that may include an inbound service option using Business Line/WATS Access or Dedicated Access Line terminations and/or a virtual private network. Service is available for single or multi-location companies using switched, dedicated and card origination and switched and dedicated termination. Service is suitable for interstate calling between company locations, as well as calling to the international locations listed in Table V, Part E.
  1. Special Customer Arrangements. Long Distance Voice Services may not be included in a Special Customer Arrangement (SCA) entered prior to October 15, 1998, unless the Company expressly agrees to amend such SCA to include the Option.
  2. Discontinuance of Service. Customers who discontinue Long Distance Voice Services service will be billed at their contract rates for a period of up to thirty (30) days, after which they will be billed for any service usage at the standard Guide rates applicable to service.
  3. Verizon Business Services Flexible T1 Service
  4. Switched Digital Service. Switched Data Service is available.
  5. Calculation of Charges.
    - 5.1 Call Rounding. Unless otherwise specified, calls are subject to the following rounding rules, on a per-call basis, for billing purposes:

<u>Call Type</u>	<u>Initial Period</u>	<u>Additional Increments</u>
Domestic Outbound Service (except Operator Assisted)	18 seconds	6 seconds
Domestic Outbound Service Operator Assisted	60 seconds	60 seconds
Outbound Service calls to Mexico and Atlantic, Pacific, and Indian Ocean Inmarsat Standard A Service locations (except Operator Assisted)	60 seconds	60 seconds
Outbound Service: International to all other locations (except Operator Assisted)	30 seconds	6 seconds
Outbound International Operator Assisted	60 seconds	60 seconds
Domestic (Toll Free) Inbound Service	18 seconds	6 seconds
International (Toll Free) Inbound Service Feature Option 2 Customers	30 seconds	6 seconds

Feature Option 3B Customers

18 seconds

6 seconds

- 5.2 Charge Rounding. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

II. DEFINITIONS: In addition to the Online Definitions, the following definitions apply:

Dedicated: A non-switched connection between a Customer Premises and an MCI Legacy Company POP.

Local Network Connection: A switched connection between a Customer's Premises and an MCI Legacy Company Point of Presence (POP).

Switched: A switched connection between a Customer Premises and a Company POP which is not provided by an MCI Legacy Company.

III. FEATURES AND OPTIONS: Customers receive Base Features. Customers must also subscribe to one or more of the four Feature Options. Customers of each Feature Option receive features for the option chosen, and may elect to receive other features, either on a stand-alone basis or as part of a combined feature package. See Features and Feature Packages.

IV. RATES AND CHARGES:

1. Access

2. Usage.

2.1. Inbound and Outbound Service:

2.1.1 Verizon Business Services III

2.1.2 Verizon Business Services II

2.1.3 Verizon Business Services I

2.1.4 On-Net Voice Services

2.2 Switched Digital Service

3. Operator Assisted.

4. Directory Assistance is available.

5. Features and Feature Packages. See Section III.

6. Optional Calling Plans.

6.1 Verizon Business Services III

6.2 Verizon Business Services II

6.3 Verizon Business Services I

6.4 On-Net Voice Services

6.5 On-Net Voice Services Term Plan

7. Other Charges

V. TERMS AND CONDITIONS: In addition to the Online Master Terms - Terms and Conditions of Service, for toll-free service (including features), the following apply:

1. Responsible Organization (Resp Org). At the Customer's request, the Company will perform the function of a Resp Org, specifically: (1) searching for, and reserving, toll-free telephone numbers with the toll-free Service Management System (SMS/toll-free); (2) creating and maintaining toll-free telephone number Customer records with the SMS/toll-free; and (3) providing a single-point-of-contact for trouble reporting involving toll-free service.
  - 1.1 In its capacity as Resp Org, the Company will reserve, assign, activate or change, upon request, toll-free numbers for a Customer or prospective Customer, and will administer toll-free numbers in accordance with the rules of the Federal Communications Commission, customary industry standards and practices, the terms of this Guide, and the effective procedures of the SMS/toll-free. Customers may request the reservation, assignment or activation of toll-free numbers on their own behalf, or a Customer which resells toll-free services may make such requests on behalf of its customers. A Customer who resells toll-free services must provide to any of its customers or prospective customers, upon reasonable request, information concerning the status of a particular toll-free number(s) in which the customer or prospective customer has an interest and, if applicable, the identity of the Resp Org(s) for the toll-free number(s). When a resale Customer decides (or learns of its customer's decision) not to utilize the reserved, assigned or activated toll-free number, the Customer must notify the Company within forty-eight hours so that the Company can release the toll-free number into the pool of numbers available for assignment in accordance with industry standards and practices.
  - 1.2 With respect to any claim that arises out of the Company's acting as a Resp Org or relates to the Company's provision of toll-free service, including without limitation toll-free Directory Assistance and toll-free service provided with a number or numbers other than the one(s) provided by the Company to the Customer, the liability of the Company is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's actions, or (b) \$1,000.
  - 1.3 A Customer of toll-free service is responsible for payment for all calls placed to or via the Customer's service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's

service or interconnected Customer-provided system facilities or service, which use, misuse or abuse may be occasioned by third parties including, without limitation, the Customer's employees and members of the public who dial the Customer's toll-free service number(s) either by mistake or with the intent to abuse service.

- 1.4 If a Customer accumulates more than \$1,000 of undisputed Company toll-free service charges, the Company may refuse to honor any Customer request for a Resp Org change until such undisputed charges are paid in full.

## 2. Use of Toll-Free Numbers.

- 2.1 Notwithstanding any other provision in this Guide, if the Company determines that a toll-free number associated with service provided by the Company is being used in violation of the requirements of this Guide, the Company may terminate service immediately. Contemporaneously with service termination, the Company will notify the Customer by certified mail of the action it has taken and the reasons therefor.
- 2.2 If the Company terminates toll-free service pursuant to Section 2.1 above, the Company will retain control for four (4) months of all toll-free numbers associated with terminated service. During the four-month period, the Company will not transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer, except upon direction from the Federal Communications Commission or a court of competent jurisdiction; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms issued by the terminated Customer.
- 2.3 If the Federal Communications Commission or a court of competent jurisdiction orders the Company to return the number to the control of the terminated Customer, or if the Company determines that its Guide requirements have not been violated, the Company will reestablish service without charge to the Customer. The Company also will not impose any underutilization or other charge as a result of a service disconnection that is overruled by the Federal Communications Commission or a court of competent jurisdiction.
- 2.4 At the end of the four-month period, assuming there is no outstanding challenge to the actions of the Company, the Company will return control of the toll free number to the numbering authority for availability on a first-come, first-served basis pursuant to existing industry practices.
- 2.5 The termination of service by the Company pursuant to this subsection does not relieve the Customer of any obligation to pay the Company for charges due and owing for service furnished up to the time of service termination. In the event service is terminated for cause and the Customer is committed to a term or other plan for which charges apply in the event of Customer termination for convenience, the Company will



charge, and the Customer will be obliged to pay, as though it had terminated service for its own convenience.

3. Answer Supervision. A call begins when a call is terminated on or passes through Customer's Premises equipment. The Customer must provide answer supervision back to the Company point of connection when the toll free service is connected to switching equipment or a Customer-provided communications system. In such cases, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon the delivery of the call to the customer's switching equipment or communications system and ends upon termination of the call.
4. Call Blocking.
  - 4.1 The Company, upon written Customer request, may institute (and subsequently remove) call blocking to the Customer's toll-free telephone number(s) from certain countries, cities, NXX exchanges, or individual telephone stations in order to prevent the receipt of telephone calls made for the purpose of annoying, abusing, threatening or harassing any person at the called number. The Company reserves the right to limit the number of requests for toll-free call blocking per Customer.
  - 4.2 Whenever call blocking occurs on lines presubscribed to the Company, Customers or former Customers will be unable to make calls via any of the Company's Carrier Identification Codes (CICs) or those of its affiliates. At the request of a private payphone owner, the Company will arrange to block direct dial (i.e., completed without the assistance of an operator) calls made from a payphone to Puerto Rico and the U.S. Virgin Islands and to all international locations, except Canada. The Company may refuse to accept calling or credit card, collect calling and/or third number calls which it determines are or may be fraudulent, or it may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, and the U.S. Virgin Islands.
5. Number Information. The Company, upon written Customer request, may provide to Customer the following information: (i) the "NCS ID," which is a 3-digit identifier of the Company switch where an inbound toll free call first enters the Company's long distance network, and (ii) a list of area codes (NPAs) that map to each such switch. To receive such information, Customer must have in place the Company's Hosted Intelligent Contact Routing—Integration Service. Where provided, such information is offered on an as-is basis, without warranty of any kind or representation of accuracy or usefulness. Company, in its sole discretion, may choose to delay or stop providing such information at any time. Such information is deemed to be Verizon Confidential Information. Customer is responsible entirely for its use of such information and will indemnify and hold Verizon harmless from any claims, losses or liability arising from its use of such information.
6. Automatic Number Identification. Any Customer of Automatic Number Identification (ANI) or charge number services on calls may: (a) use the

telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction; (b) not reuse or sell the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale; and (c) not disclose, except as expressly permitted, any information derived from the Automatic Number Identification, or charge number service for any purpose other than performing the services or transactions that are the subject of the originating telephone subscriber's call; for ensuring network performance security and the effectiveness of call delivery; for compiling, using, and disclosing aggregate information; and for complying with applicable law or legal process. These requirements are not intended to prevent a person to whom Automatic Number Identification or charge number services are provided from using the telephone number and billing information provided pursuant to such service, and any information derived from the Automatic Number Identification or charge number services, or from the analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by that Customer from such person. Use of such information is subject to the requirements of 47 CFR Sec. 64.1200 and Sec. 64.1504(c).

7. Calling Party Number. A Customer's calling party number (CPN) may be identified and disclosed to the called party. This may be prevented if the Customer first dials \*67 (or 1167 for rotary or pulse-dialing phones) to place a call. Customers with per-line blocking first must dial \*82 (or 1182 for rotary or pulse-dialing phones) to allow for the presentation of CPN to called parties.
8. No Property Right in Number/Changes. Customer has no property right to any telephone number or any other designation associated with Services furnished by the Company. Company reserves the right to change such numbers or other designations, or the meaning associated with them, at its discretion.
9. Interconnection with Another Carrier. Services may be interconnected with service(s) or facilities provided by another common carrier pursuant to the following conditions: (a) Interconnection may take place at a Company premise, at the premise of another common carrier, or at the premise of the Customer or its Authorized User. Unless otherwise indicated, Service is not part of a joint undertaking between the Company and any other common carrier or carriers; and (b) Any special facilities needed to achieve compatibility between the Company's Service and the service or facilities of another common carrier will be provided at the Customer's expense. At the Customer's request and upon appropriate authorization by the Customer, the Company will undertake to make the necessary interconnection arrangements. When Services of Company are interconnected with and/or terminated in any service and/or equipment of another common carrier, Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other common carrier. Company is appointed Customer's agent to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities, where necessary for Company to provide Service, unless otherwise specified. Customer is responsible for payment of local access line charges for such interconnections



secured on its behalf. The rates charged for local access service are subject to change by the providers of such local access service. Customer acknowledges that Company may rely on other carriers for installation and testing of local access lines. Company is not liable for services and equipment not provided by the Company.

10. Interconnection with Customer-Provided Systems or Facilities. Services may be interconnected with Customer-provided systems or facilities (including equipment) provided by the Customer, an Authorized User, or their representative(s) pursuant to the following conditions: (a) Customer is responsible for the installation, operation and maintenance of Customer Equipment (including without limitation Terminal Equipment such as teleprinters, handsets or data sets), situated at a Customer Premises, at Customer's expense, except as otherwise provided for in the Customer's Signed Contract; and (b) the characteristics and performance of Customer Equipment to be interconnected with Service provided by the Company must be and remain compliant with requirements imposed by the Federal Communications Commission, state commissions, and/or industry standards, as these may be modified from time to time. Company is not responsible for the performance of Customer Equipment, including without limitation the through transmission of signals generated by Customer Equipment or for the quality of, or defects in, such transmission; the reception of signals by Customer Equipment; or network control signaling where such signaling is performed by network control signaling Customer Equipment.
11. Telephone Operator Services. A Customer acquiring operator services which, in the ordinary course of its business, makes telephones available to the public or to transient users of its premises for placing interstate telephone calls must position on or near the telephone instrument, in plain view of consumers, the following information: (a) the name, address, and toll free telephone number of the provider of operator services; (b) a written disclosure that the rates for all operator assisted calls are available on request, and that a consumer has the right to obtain access to the interstate common carrier of his/her choice by contacting his/her preferred carrier for information on how to access that carrier's service using the telephone; and (c) the name and address of the Enforcement Division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services. Also, the Customer must ensure that each of its telephones presubscribed to a provider of operator services allows the consumer to use toll-free and 950 access code numbers or any Carrier Identification Code (1010XXX) to obtain access to the provider of operator services desired by the consumer, and that no charge by such Customer to the consumer for using a toll-free or 950 access code number, or any other access code number, is greater than the amount the Customer charges for calls placed using the Customer's presubscribed provider of operator services. Payment (on a location by location basis) of any compensation to the Customer, including commissions, will be withheld if the Company reasonably believes that the Customer is blocking access to interstate common carriers in violation of this requirement and will not be made until such time as the blocking ceases.
12. Payment Terms.

- 12.1 Billing Increment. The duration of a call or other billing unit is rated in the billing increments applicable to the service. If the final interval of a call or other billing unit is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing. Computed usage charges or credits for each call are rounded to the nearest cent (except as noted below for the minimum charge). Billable time for switched telecommunications service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this Guide.
- 12.2 Minimum Charge. The Company does not invoice charges in fractions of a cent; the minimum charge for any charge element is \$ .01. For example, if a Customer's ECR platform or transport charge calculates to anything less than \$.01 (e.g., \$.004, each such charge will be billed at \$.01).
- 12.3 Service Restoration Charge. Company may charge a service restoration charge of \$20 when service is restored after being blocked, suspended or cancelled.
- 12.4 Foreign Carrier Charges. When a Customer opts for single-end billing of foreign carrier charges, the Customer is responsible for the charges billed for the entire network as if the service were provided domestically. The Customer is also responsible for payment of any loss on foreign exchange arising in the process of converting a foreign carrier's charges to U.S. dollars, or vice versa, in settlement of such carrier's charges and in collections from the Customer. If the domestic Customer's correspondent in the foreign country placed the single-end order with the concurrence of the domestic Customer, the domestic Customer is liable for all the charges applicable to the domestic portion of the service, if the overseas Customer fails to make payment by the due date. Bills rendered for these charges are due and payable under the terms of this Guide.
- 12.5 Unbillable Charges. Calls may not be placed using a local exchange company's calling card if that local exchange company is not obligated to invoice such calls on Company's behalf, and calls may not be placed or received using 10-10XXX dialing or collect or third party calling conventions, e.g., 1-800-COLLECT, if the serving local exchange carrier is not obligated to provide billing name and address (BNA) information to Company in connection with such calls.
- 12.6 Applicable Local Exchange Carrier Terms. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the applicable local exchange carrier's tariff apply to charges of Company for which the local exchange carrier serves as the billing agent for Company or buys Company's accounts receivables.

13. Service Credits. The following credits for service interruptions apply, except for Directory Assistance, and except as otherwise expressly provided for in this Guide or in a Signed Contract.

- 13.1 Usage-based Credits. For services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, the following credits will be made for an interrupted call that can be remedied by re-dialing the called number.

(a) Usage Charges. A credit will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. A Customer also may be granted a credit for reaching a wrong number. To receive a credit, the Customer must notify his or her Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

(b) Other Credits. When a call is involuntarily disconnected, the Customer will be given a credit equivalent to the charge for the initial minute of the call made to re-establish communications with the other party. When a domestic call has been interrupted by poor transmission or one way transmission, the Customer will be given a credit of the Customer's choosing, either (a) \$2.65 per reported call, or (b) an amount equal to the basic or standard charges for the reported call, up to a maximum of thirty (30) minutes. Where an international call has been interrupted by poor transmission or one way transmission, the Customer will be given a credit of the Customer's choosing, either (a) \$2.65 per reported call, or (b) an amount equal to the standard charges for one minute of usage to the country called. A Customer who has reached a wrong number will be given a credit equal to the charge for the initial minute of the call to the wrong number, if he or she reports the situation promptly to a Customer Service Representative. This credit is limited to \$100 over a twelve (12) month period.

- 13.2 Recurring Charge-based Credits. For services for which charges are specified on the basis of a monthly recurring charge, the following credits will be made for service interruptions.

(a) If service is interrupted for a period of less than two (2) hours, no credit will be given.

(b) When service is interrupted for a period between two (2) and twenty four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge.

(c) When service is interrupted for a period of more than twenty four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge for each twenty four (24) hour period or fraction thereof that service is interrupted.

Alternative Credit. In lieu of the credits provided for in the previous three subsections, the Company may apply a credit against usage or monthly recurring charges in an amount not to exceed \$1,000 per Customer or account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to considerations involving the delivery of past service to the Customer or an account.

No Credit. No credits will be given for interruptions: (a) caused by the act or omission of the Customer or an Authorized User; (b) due to the failure of power, equipment, systems, facilities or services not provided by the Company; (c) during any period during which the Company or its representatives are not afforded access to the premises where access lines or Company facilities associated with the Customer's or Authorized User's service are located; (d) during any period when the Customer or an Authorized User has released service to the Company or its representative for maintenance, service rearrangement, or the implementation of a Customer service order; (e) during any period when the Customer has chosen not to release service for testing or repair and the Customer continues to use service on an impaired basis; (f) due to network busy conditions; or (g) not reported to the Company.

### 13.3 Terms.

Interruption Period. An interruption period begins when the Company receives notification that service has been interrupted and service has been released for testing and repair. An interruption period ends when service is restored. If the Customer reports that service has been interrupted, but refuses to release it for testing and repair, the service is deemed to be impaired, but not interrupted for crediting purposes.

Affected Service. Only those segments of service actually affected by an interruption are considered in determining the credit amount.

Extent of Service. For purposes of crediting, "service" includes facilities provided by the Company and/or a participating international carrier or an overseas administration connecting with such international carrier.

## 14. Fraud.

- 14.1 Theft of Service. Except with respect to usage involving the use, misuse or abuse of Customer Premises Equipment (CPE) interconnected with service, or as otherwise provided in this section or in any Signed Contract, the Company will issue full credit for invoiced charges for Customer calls determined to the reasonable satisfaction of Company to have resulted from a "theft of service." A "theft of service" is the unauthorized use of the Customer's service following its theft by a third person over whom neither the Customer nor an Authorized User possesses an ability to control. Under no circumstance will credit be issued for service use resulting from the acts or omissions of the Customer or any Authorized User, or from the acts of any of the

Customer's or Authorized User's employees, former employees, agents, vendors or independent contractors. To qualify for a credit, the Customer must: (1) notify the Company in writing within ninety (90) days of the Customer's receipt of the first invoice containing alleged unauthorized service use; and (2) co-operate fully with the Company in connection with any investigation, prosecution or litigation arising from such theft of service. The Customer's written notification must identify with specificity the service use for which the Customer is seeking credit.

- 14.2 Remote Toll Fraud Program. The Remote Toll Fraud Program provides the procedure required for Customer fraud credit requests and limits a qualifying Customer's liability for verified Remote Toll Fraud usage charges. For purposes of this Program, Remote Toll Fraud is defined as: (i) the placement of unauthorized outbound calls to international locations by using the Customer's outbound international service; or (ii) unauthorized use of eligible toll-free service originating from a domestic location(s) and compromising certain CPE associated with the service(s) located in the United States. The following terms and conditions apply to the Remote Toll Fraud Program:

To be eligible to receive benefits under this Program, the Customer must:

- (a) provide the Company with requested information concerning any password(s) used to access CPE involved in any suspected Remote Toll Fraud; (b) co-operate with the Company in all efforts to identify, prevent or eliminate suspected or confirmed Remote Toll Fraud. For purposes of notification, the Customer must furnish the designated Company Representative with: (i) the names of Customer personnel involved in the Program, including individuals capable of being contacted 24 hours per day, seven days per week; and (ii) Customer pager, cellular or off-hour telephone numbers. This information must be furnished initially by the Customer and updated, as necessary, in order for the Customer to become, and remain, eligible to receive benefits under the Program;
- (b) provide follow up information regarding the nature of any potentially fraudulent usage within forty-eight (48) hours of a Company notification to the Customer. Provide Company with access to its CPE within twenty-four (24) hours of a Company request, and the Customer must allow the Company Representative to investigate the current and/or former CPE configuration. Under no circumstance will the CPE configuration be, or be deemed to be, the responsibility of the Company;
- (c) immediately notify the Company whenever Remote Toll Fraud is suspected or detected, irrespective of whether other common carrier(s) are involved;
- (d) notify the Company in writing within sixty (60) days of receipt of the first Company invoice containing any suspected Remote Toll Fraud usage charges. If the Customer fails to notify the Company, all usage charges for which written notice has not been provided will not qualify as Remote Toll Fraud usage charges. The Customer's notice must establish with

specificity (e.g., by way of call detail records) to the reasonable satisfaction of the Company that the suspected usage charges are covered under the Program; and

(e) notify the Company in writing within sixty (60) days of the end of the Remote Toll Fraud incident of the means by which the fraud occurred, if known, and the changes made to the Customer's CPE to prevent future Remote Toll Fraud.

15. Program Benefits and Other Program Conditions. CPE eligible for participation in the Program is limited to a single Private Branch Exchange (PBX) or a single electronic key system located on Customer Premises within the United States. Under no circumstance will the Program cover, nor will Remote Toll Fraud be defined to include, calls placed by wireless devices, dial-around (10-10-XXX) calls, Operator Service calls, toll-free or 900 pay-per-call traffic, or calls made through any non-Company conferencing service or Centrex system. For each incident of Remote Toll Fraud, an eligible Customer will be liable to the Company for the first \$10,000 of Remote Toll Fraud usage charges for calls occurring prior to notification. For purposes of this section notification is defined as (i) notice to the Customer from an authorized representative of the Company's Fraud Prevention organization or Account Team representative; or (ii) notice from the Customer to the Company's Fraud Prevention organization or Account Team representative of suspected remote access fraud. An eligible Customer's pre-notification liability will not exceed \$10,000 per Remote Toll Fraud incident, but the Customer will be liable to the Company for all Remote Toll Fraud usage charges for calls occurring after notification is given by the Company to the Customer or by the Customer to the Company. The \$10,000 limitation of Customer liability will not apply to CPE for which a credit previously was given, or to any other CPE connected to CPE for which a credit previously was given, until a "30 day fraud-free period" has elapsed. This period will be measured beginning with the date of the last fraudulent call of the last incident affecting the same CPE. CPE not owned or leased by the Customer and not subject to the Customer's direct control, whether on Customer Premises or elsewhere, is not eligible under the Program. The Program will not cover any Remote Toll Fraud usage charges resulting from the negligent or intentional acts of the Customer, its employees, former employees, agents, vendors or independent contractors.

Credited Remote Toll Fraud usage charge amounts will be excluded from the ascertainment of volume/term discount levels and satisfaction of any applicable volume/revenue requirements. With respect to any credit amount awarded to Customer under this Program, the Company is subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, without limitation, any person who made the unauthorized calls resulting in the credit amount given). Failure of the Customer to comply with any of its obligations under the Remote Toll Fraud Program will disqualify the Customer from current and future participation in the Program at all Customer locations. Company may, but is not required to, advise Customer of abnormal calling patterns or other possible unauthorized use of facilities or Service assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which Company believes to be unauthorized or fraudulent.

16. Tariff Cancellation.

- 16.1 Customers with Term Contracts. When any applicable tariff is canceled, a Customer with a term contract will receive service for the remainder of the term of service (and any additional option period(s)) pursuant to the provisions of the term contract, as supplemented by those in this Guide. The Guide will replace the canceled tariff and will include product descriptions, definitions, prices and other applicable terms and conditions to replace those previously contained in the tariff and will be accessible by, and available to, the Customer on the Company's Internet web-site ([www.verizonbusiness.com](http://www.verizonbusiness.com)) 24 hours per day, seven days a week. If a canceled tariff was incorporated by reference into the Customer's term contract, the replacement Guide likewise will be incorporated into the term contract.
- 16.2 Other Customers. When any applicable tariff is canceled, a Customer without a term contract, or one that receives service pursuant to the tariff only, will receive service pursuant to this Guide. The continued use of service by the Customer following tariff cancellation, or any modification made by the Company to the Guide, will signify Customer acceptance of the product descriptions, definitions, prices and other terms and conditions contained in the Guide as of the time of service use.

17. Service Cancellation.

- 17.1 Service Cancellation Request Received From Local Exchange Carrier. If the Company cancels a Customer account or service at the request of the Local Exchange Carrier (LEC) serving the Customer, but the Customer nevertheless continues to complete calls over the Company's network by dialing 1+ or a Company CIC (e.g., 1010222), then, for a period not to exceed sixty (60) days from the date the Company first received the service cancellation request, the following provisions shall apply: Customers who had subscribed to Long Distance Options A, B, C-1, or C-2, will receive service under the terms and conditions, including rates and charges, set forth under the offering to which the customer subscribed at the time of cancellation under those services.
- 17.2 Service Cancellation or Change by Customer. If a Customer cancels an order for service before service commences, or before completion of a minimum service period, or before completion of some other period mutually agreed to between the Customer and the Company, the Customer will be billed and required to pay the Company for its unrecovered and non-recoverable expenditures or liabilities incurred to establish, provide and terminate service for Customer, including without limitation termination charges paid to third parties, and all recurring charges identified in the Signed Contract.
- 17.3 Service Discontinuance by Foreign Carrier. If the Company receives a request for service discontinuance from a foreign carrier furnishing interconnected service to a Customer, but has not yet been notified of

such discontinuance by the Customer, the Company will contact the Customer and request a written confirmation of the intended discontinuance. If the Customer does not furnish such written confirmation to the Company within five business days, the Company will discontinue service as requested by the foreign carrier. If the Customer elects not to have the service discontinued, it must so indicate in writing within the specified five business day deadline and provide to the Company with the lease number assigned to each circuit associated with service.

- 17.4 Change of Service. When a change of service involves the continued use of service, installation charges will not apply to the service being continued in use. The minimum service period for the service will be deemed to have begun on the date the original service was first available to the Customer.

- 17.5 Service Cancellation by Company. The Company may discontinue the furnishing of any and/or all service(s), or cancel a Customer's service or Customer accounts, without incurring any liability:

(a) Immediately, upon seven (7) days written notice to the Customer, if: (i) providing service would violate any applicable law, regulation, court order, or other legal authority; (ii) any sum owed by the Customer has not been paid within thirty (30) days of the invoice date and remains unpaid during the seven (7) day period following the delivery of written notice of non-payment to the Customer; (iii) the Customer fails to comply with a request by the Company for security for the payment of service; (iv) the Customer subscribes to a calling card service and has not used the service (with the exception of calls to Directory Assistance) for 180 days. In such case, the Company may deactivate the card. If the Customer wishes to renew service (e.g., upon reopening its business), the Company will promptly supply a new card; (v) the Customer has failed to fulfill a contractual commitment to pay for service previously furnished to the Customer; or (vi) the Customer is non-compliant with any other provision or requirement set forth in the Guide or in any contract between the Company and the Customer.

(b) Immediately, and without notice, if: (i) the Customer refuses to furnish information that: (1) is essential to the Company or its billing agent to invoice service; or (2) pertains to the Customer's credit-worthiness, its past or current use of common carrier communications service, or its planned use of such service; (ii) the Customer has provided false information regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service, the planned use of service, or the Customer's status under federal and/or state low income programs; (iii) the Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that it does not intend to pay for service; (iv) a Customer subscribed to a service accessed with an authorization code has not used the service (with the exception of calls to Directory Assistance) for 90 days. In such case the Company may deactivate the



authorization code. If the Customer wishes to renew service (e.g., upon reopening its business), the Company will promptly supply a new authorization code. This provision does not apply to Customers whose service is accessed by dialing "1+" into central offices where equal exchange access is available; (v) a Customer has not used a Service (of any type) for 12 months; (vi) the Customer or prospective Customer uses service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for service; (vii) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by: (viii) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; (ix) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or any other fraudulent means or devices. (x) the Customer uses service to entice callers to dial certain numbers and thereby incur charges without informing the callers that such charges will be incurred; (xi) the Customer previously was provided with notice of non-compliance with any provision in this Guide, took corrective action within the requisite seven (7) day period to comply with the provision, but thereafter engages in the same non-compliant activity; (xii) the Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate Customer compliance with this Guide or with the Customer's other legal obligations; (xiii) the Customer fails to pass back to the Company appropriate answer supervision so that a call can be billed; (xiv) the Customer is reselling service, having elected to use a Company CIC, but fails or refuses to indemnify the Company for costs incurred by the Company as the result of its use of a Company CIC; (xv) the Customer uses service for an unlawful purpose, or in a manner that interferes with service to other users; or (xvi) the Company reasonably determines, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

Discontinuance or cancellation of service by the Company will not relieve the Customer of any obligation to pay for service previously furnished to the Customer or for any termination or other charges. Upon the Company's discontinuance or cancellation of service to the Customer, all applicable charges, including termination charges, become due. The remedies set forth above are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Guide or a Signed Contract.

18. Restrictions.

18.1 976 Access: Access will not be provided to local 976 numbers.

18.2 International Callback: Service may not be used for international callback offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.

- 18.3 Hoarding Prohibited. Toll-free telephone numbers may not be hoarded, marketed or sold by Customers, except as permitted by the rules and policies of the Federal Communications Commission.
- 18.4 No Unlawful Use: Service may not be used for: (a) an unlawful purpose; or (b) making calls that employ automatic dialing devices and terminate into electronic Information Services, pay-per-call services, or other domestic or international audiotext services.



## VOICE OVER IP SERVICE

### 1. GENERAL

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

### 2. AVAILABLE VERSIONS

- 2.1 Optimized VoIP Service – Contracted by Customer on or after November 15, 2013
- 2.2 Optimized VoIP Service – Contracted by Customer before November 15, 2013
- 2.3 Non-Optimized VoIP Service

### 3. SUPPLEMENTAL TERMS

### 4. SERVICE LEVEL AGREEMENT

### 5. FINANCIAL TERMS

- 5.1 Optimized Services
- 5.2 Non-Optimized Services

### 6. DEFINITIONS

#### 1. GENERAL

- 1.1 **Service Definition.** Voice over IP (VoIP) Service enables Customer to make telephone calls via the Internet. Verizon offers two types with Optimized and Non-Optimized Service: IP Integrated Access (for sites with key or PBX systems) and IP Trunking (for IP PBX equipment); and a third type with Non-Optimized VoIP Service: Hosted IP Centrex, where all the features of a PBX or key system reside on Verizon's VoIP network.

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

#### 1.2 **Standard Service Features**

- 1.2.1 **Calling Capacity.** With VoIP Service, Verizon provides Customer the ability to select its simultaneous calling capacity.

- 1.2.2 **Burstable Enterprise Shared Trunks (BEST).** Customer's VoIP sites that are provisioned with BEST will be able to share the total simultaneous calling capacity purchased by Customer across its enterprise on a regional basis. Thus, simultaneous call units within a region contribute to the total available concurrent call capacity only within that region. Concurrent call pools cannot be regionally shared between the U.S./Canada, Europe, and Asia-Pac regions. BEST applies to enterprises in which all locations are on a metered or tiered pricing model. Simultaneous calling capacity can be shared between locations receiving both Local and LD VoIP service, and between locations receiving only LD service, but not across those two kinds of locations.

#### 1.2.3 **Local/National Calling Services**

- 1.2.3.1 **Outbound Public Service Telephone Network (PSTN or Local) Calls.** Verizon enables Customer to place calls to most PSTN destinations, including but not limited to, local, national, international, fixed-to-mobile, Directory Assistance and non-geographic destinations. For Europe, a list of destinations not currently supported by VoIP Service is available upon Customer's request.

- 1.2.3.2 **Number Portability.** Verizon enables Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time VoIP Service is made available for use, or



delay LNP for up to 10 days afterwards.

#### 1.2.4 Caller ID Information – Outbound

- 1.2.4.1 **Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) Caller ID Information are supported.** Verizon enables Customer to prevent, or control, the presentation of its outbound Caller ID information to call recipients through the Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) features.
- CLIP presents a default Calling Line Identity.
  - CLIR blocks the presentation of Customer's CLI.
- 1.2.4.2 **Alternative Caller ID (VoIP IP Trunking only).** Through the "Alternative Caller ID" feature, Verizon enables Customer to present an alternative CLI to call recipients, e.g., to display a local presence. Details on what types of numbers are supported are available on request.
- 1.2.5 **Directory Assistance.** Verizon provides directory assistance, so that Customer can call the directory assistance operator to request telephone numbers (up to two per call in the U.S.).
- 1.2.6 **Operator Services.** Verizon provides operator assistance, so that Customer can call to request help to complete a long distance or local exchange telephone call.
- 1.2.7 **Codecs Support.** Verizon supports calls originating from Customer equipment on any of the following Codecs (compression standards): G.711, G.729, T.38, and G.722/H.264. Verizon's VoIP Service transmits faxes sent using the G.711 and T.38 codecs.
- 1.2.8 **Key Group (IP Integrated Access only).** Verizon supports all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Return, Call Trace, Call Transfer, Call Waiting, Cancel Call Waiting, Consultation Hold, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).

#### 1.2.9 Support Services

- 1.2.9.1 **Online Integrated Administrator Console.** Verizon provides an online VoIP portal known as the Integrated Administrator Console (IAC) which Customer's designated administrator can use to set up and manage VoIP Service-related call routing and restrictions for Customer-defined groups across Customer's enterprise.
- 1.2.9.2 **Technical Support – Local Helpdesk.** Verizon provides a Helpdesk, which Customer's administrator can call for help with VoIP service issues.

#### 1.3 Optional Service Features

- 1.3.1 **VoIP IP Enterprise Routing (VIPER).** Verizon will complete calls dialed over public numbers between Verizon VoIP Service Customer locations enabled with the VIPER feature without applying per-minute domestic or international usage charges. VIPER is available in the U.S., Canada, Europe, and Asia-Pacific (except India).
- 1.3.2 **Additional Optional Features.** **Call Forwarding; Calling Name Inbound** (U.S. only; does not show names of wireless callers); **Voice Mail** (U.S. only); **Auto-attendant; Accounting/Authorization codes; Call Intercept.**
- 1.4 **Additional Verizon Responsibilities – Demarcation.** Verizon provides VoIP Service up to the demarcation point, which is the following:
- For VoIP IP Trunking, the Ethernet interface card where Customer's LAN is connected to the IP router.

- For IP Integrated Access with a PBX, the back end of the router (to enable Verizon to gain limited access to the gateway to provide limited assistance with repairs).
- For IP Integrated Access with a Key system, the FXS port.
- For Multi-Site IP Trunking Service – If Customer purchases Verizon VoIP IP Trunking Service for a centralized multi-site environment where the Customer WAN connects remote Site(s) through a single site (Hub site) to the Verizon VoIP network, the demarcation for the IP Trunking VoIP Service for each Customer Site in the centralized multi-site environment is the Hub site termination.

## **1.5 Customer Responsibilities**

- 1.5.1 Transport.** As transport for use with VoIP Service, Customer will, at its discretion, (a) separately purchase Verizon Internet Dedicated, Internet Dedicated Ethernet, Private IP Service, or Ethernet to Private IP Service (the latter two are the only forms of transport in India); or (b) in the case of use in the U.S. or in the Europe, Middle East, and Africa (EMEA) region, provide internet dedicated or internet dedicated ethernet, service. Customer will contract directly with Verizon Wireless if Customer utilizes Verizon Wireless as access in the U.S. into Verizon's PIP network (available only with Optimized Service).
- 1.5.2 Customer Facilities.** Customer will ensure that all Customer Facilities are compatible with VoIP. Customer may meet this responsibility by contracting separately with Verizon to perform associated tasks.
- 1.5.3 Customer Not Ready.** The Customer must provide the order information sought by Verizon (e.g., porting telephone numbers, demarcation information) and, if applicable, provide to Verizon the date the Customer's site will be ready for the service within 10 business days of the date Verizon first contacts the Customer for such information. If the Customer does not provide such information by the 10<sup>th</sup> business day, then Verizon may cancel your order.

## **1.5.4 Emergency Calling Services**

- 1.5.4.1 Busy Signal.** If the maximum number of concurrent calls on an IP trunk is exceeded or a Service outage occurs, an end-user may receive a busy signal when the end-user attempts to contact emergency services. Customer will inform its end-users of such possibility as described further in Section 3.8.1 and is responsible for developing and implementing alternative methods for its end-users to obtain access to emergency services.
- 1.5.4.2 Customer Relocates IP Phone.** With respect to VoIP IP Trunking, if Customer relocates any of its IP phones to another Customer site, Verizon will have no knowledge of such relocation and will continue to route emergency services calls based on the address associated with the registered ANI or STN the customer initially provided to Verizon. Customer is responsible for informing Verizon about any permanent or long-term relocation of IP phones so that the outbound geographic call routing rules can be updated for the relocated phones.
- 1.5.4.3 Extension Formats.** Customer must ensure that extension numbers are not formatted using any European emergency number format, regardless of the country in which the end-user is located. (A List of European Emergency Numbers is available to Customer upon its request.) Use of any of those formats may prevent emergency calling from operating properly.

## **2. AVAILABLE VERSIONS**

### **2.1 Optimized VoIP Service – Contracted by Customer on or after November 15, 2013**

- 2.1.1 Service Description.** With Optimized VoIP Service contracted by Customer on or after November 15, 2013, Verizon provides the following optional Service features.

## 2.1.2 Optional Service Features

- 2.1.2.1 **BEST+.** With BEST+, Verizon enables Customer to burst through and exceed its simultaneous calling capacity should it make or receive a spike in traffic.
- 2.1.2.2 **Enterprise Trunk Premium.** With Enterprise Trunk Premium, Verizon provides a billable business continuity option if Customer desires session border controller (SBC) geographic redundancy.
- 2.1.2.3 **Enterprise Route Overflow.** In the event of an IP address being unreachable, thereby causing inbound calls to fail, Enterprise Route Overflow enables all inbound VoIP calls to be automatically redirected to an alternate number (which can be a VoIP or PSTN number), whether or not Verizon-owned and whether or not within the same country. Once connectivity with the original IP address is re-established, the primary route will be resumed (except for those calls that have already been redirected).
- 2.1.2.4 **Premium Support Services.** Verizon offers the following post-implementation, supplemental Premium Support Services for VoIP Services:
- **VoIP Feature Management.** VoIP Feature Management consists of those feature configuration and profile changes that could be performed by Customer either via the VEC or IAC if Customer chose to do so.
  - **CPE and local area network (LAN) Support.** Premium CPE and LAN support services consists of activities that enable or improve the capabilities provided by Customer's CPE. Examples of CPE and LAN support activities include performing IOS upgrades for phones and IP phone configuration.
  - **Alternative Re-routing (U.S. only).** Verizon will work with Customer to provision pre-defined re-routing plans for each of its VoIP telephone numbers (TNs) to facilitate Service continuity in the event of an emergency or disaster, using remote call forwarding for each such TN.
- 2.1.2.5 **Verizon Wireless Connected VoIP.** If Customer orders the Verizon Wireless Connected VoIP feature, Verizon will complete calls originating from a Verizon VoIP Service Customer location enabled with the VIPER feature in the U.S. to any Verizon Wireless telephone number without applying per-minute U.S.-domestic or international usage charges on the VoIP originating end. Applicable Verizon Wireless usage charges may still be charged on the terminating end.

## 2.1.3 Optional Feature Package

- 2.1.3.1 **VoIP Essential Feature Package (U.S.).** Customer has the option to order a limited feature package that restricts use of certain VoIP features. This optional feature package is only available with location level concurrent calls. If Customer orders this package, the selected customer site will not be able to use the following features: BEST; VIPER; Verizon Wireless Connected VoIP; Alternative Caller ID; Call Intercept; and Accounting/Authorization Codes. Further, the customer will not be able to use the following Enterprise level features: BEST+; Enterprise Trunk Premium; or share tiered long distance minutes across Customer sites.

- 2.2 **Optimized VoIP Service – Contracted by Customer before November 15, 2013.** The service description, features, and terms and conditions particular to VoIP Service contracted by Customer before November 15, 2013 are set forth here:  
[http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_plus\\_voice\\_over\\_ip.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_plus_voice_over_ip.pdf)

## 2.3 Non-Optimized VoIP Services

- 2.3.1 **Non-Optimized VoIP Service (U.S.).** For Non-Optimized VoIP Service contracted by Customer in the U.S. prior to November 15, 2013, the service description, features, and terms and conditions are





set forth here:

[http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_voice\\_over\\_ip.htm](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_voice_over_ip.htm)

- 2.3.2 **Non-Optimized VoIP Service (Non-U.S.).** For Non-Optimized VoIP Service contracted by Customer outside the U.S. prior to November 15, 2013, the service description, features, and terms and conditions are set forth in Customer's Contract and Service Order Form (SOF).

### 3. SUPPLEMENTAL TERMS

- 3.1 **No Resale.** This VoIP Service offering is not designed for resale as a stand-alone service. If Customer is buying VoIP Service on a tiered or metered pricing plan, Customer may provide and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.
- 3.2 **Auto Dialing.** Customer's call capacity is limited to 10 call attempts per second on the Verizon network. If additional capacity is requested by Customer, provided such additional capacity is available, Verizon will provide such additional capacity to the Customer.
- 3.3 **SIP (Session Initiation Protocol) Message Rate Limiting.** To protect Verizon network infrastructure from potential overload conditions (and the resulting impairment of VoIP Service to customers) due to excessive traffic from specific network elements (e.g., traffic floods from misconfigured Customer Equipment), SIP messages from Customer's devices are rate limited in Verizon's network. Received SIP messages that surpass certain thresholds during a thirty-second interval may receive lower-priority treatment or be discarded before processing. The thresholds applicable for any particular device may vary over time, but are designed to be sufficient to allow for Customer's full utilization of its VoIP Service.
- 3.4 **Service Limitations**
- 3.4.1 **Modems.** Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
- 3.4.2 **Fax Transmission.** Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, the VoIP Service SLA does not include fax transmission success.
- 3.4.3 **Alarm Lines.** Alarm lines (whether or not they use modems) are not supported on, and should not be used with VoIP Service, with respect to both service and wiring, without limitation.
- 3.5 **Design/Configuration Modification.** Within Customer's Verizon-approved Service design, Customer may, if it chooses, upgrade its CPE configuration to the next-generation configuration of the same combination of manufacturer and design. To avoid disruption to Customer's or other customers' VoIP service, however, Customer will develop a written plan to be approved by Verizon before implementing an entirely new CPE architecture.
- 3.6 **Call Origination.** Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call.
- 3.7 **Emergency Calling Access Limitations.** Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP Service:
- **Loss of Power.** VoIP Service will be interrupted if there is a loss of electricity/power supply.



- **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment.** The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to emergency services.
- **Non-Authorized Telephone Number.** A call by an end-user using a number that is not registered with Verizon.
- **Non-Native Telephone Number.** A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
- **LD-only Service.** Emergency calling is not available with LD-only service.
- **IP phones connected to an IP PBX indirectly.** Emergency services cannot be reached from IP phones connected to an IP PBX indirectly connected to Verizon's VoIP Network (e.g., IP phones at Customer's internal remote sites as part of an IP PBX Centrex installation) that are not subscribed to an IP Trunking centralized multi-site environment.

3.8 **E-911 Regulatory Requirements – U.S.** A provider of “interconnected VoIP service,” as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.

3.8.1 **End-User Notice Requirements.** Customer will notify all of its end-users of VoIP Service of the interaction and/or limitations of E-911 with VoIP Service as set forth in the Service Terms for VoIP Service. Customer is solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.

3.8.2 **E-911 And VoIP IP Trunking Service.** Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer will, with respect to IP Trunking:

- detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) use a third-party service to enable the conveyance of E911 calls to the proper Public Service Answering Point (PSAP) from the end-user's current location;
- only permit such nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for interconnected VoIP service; and
- otherwise block all VoIP calls attempted to be made via the nomadic service.

3.8.3. **Provider Parity.** For purposes of 47 U.S.C. 615a – commonly referred to as the NET 911 Improvement Act – and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.

3.9 **Access to CPNI in U.S.** Verizon shall provide CPNI related to Customer's use of VoIP Service only to the CPNI authorizers selected by customer and designated in writing to Verizon.

3.10 **Regional-Specific Terms (Europe).** The following regional-specific terms apply to Customer's sites using VoIP Service in Europe.

3.10.1 **Emergency Calling.** VoIP Service enables Customer to access the Emergency Service Answering Point (ESAP) in its respective country using the appropriate numbers. The calling number transmitted to the ESAP will be the number stored in the Verizon SIP servers. Customer will keep all numbers up-to-date at all times. Emergency call routing and back-tracking (“silent” emergency calling) are only supported for calls from Customer sites that are identified by a Service Order issued under this Service Attachment.





**3.10.2 Onward Routing.** When a call originates in a European country other than one of the Verizon VoIP-eligible countries, and is handed over to Verizon in one of the Verizon VoIP-eligible countries for onward routing to a PSTN destination, VoIP Service is unable to correctly identify the call's originating location and the CLI format will instead identify the call as originating in the eligible country where the call is handed over to Verizon. Furthermore, Customer will not hand over such calls to Verizon for onward routing to a PSTN destination where this is prohibited or restricted by law or regulation.

**3.11 Regional-Specific Terms (Asia-Pac).** The following regional-specific terms apply to Customer's sites using VoIP Service in the Asia-Pacific region.

**3.11.1 Australia, Hong Kong, and Singapore**

**3.11.1.1 Scope.** IP Trunking Service enables a Customer end user to access the Emergency Service Answering Point (ESAP) in the end user's respective country using the appropriate numbers where IP Trunking Service includes local termination. Emergency calling is not available to Customer if it has Site-to-Site-Only Service and also is not available on outbound-only IP Trunking Service.

**3.11.1.2 Limitations.** Verizon routes emergency calls to its subcontractors for onward routing to the correct ESAP. Only (i) fixed PBX phones (in the case of IP Integrated Access), (ii) fixed IP phones connected to an IP PBX of a Customer Site directly connected to the Verizon VoIP network, or (iii) fixed IP phones directly connected to an IP PBX of a Customer Site and indirectly connected to the Verizon VoIP network in a centralized multi-site environment can connect to emergency calling. Emergency calling is not enabled from IP phones connected to an IP PBX indirectly connected to the Verizon VoIP network (i.e., Customer internal remote sites of an IP PBX Centrex installation that are not within an IP Trunking centralized multi-site environment).

**3.11.2 India.** The following terms apply if Customer's enterprise network using VoIP Service includes a site in India, the Verizon entity providing VoIP Service to Customer is in India, or as otherwise specified below.

**3.11.2.1 No Emergency Calling in India.** Customer will not use IP Trunking Service for emergency calling in India. Customer will notify its end users in India of the limitations in relation to emergency calling via VoIP Service (including those detailed above).

**3.11.2.2 Conditions for Service Orders through Verizon Communications India Pvt. Ltd.** The following conditions apply to all IP Trunking Service provided by Verizon Communications India Pvt. Ltd:

- **OSP Registration for Call Centre Operations.** In accordance with the notification issued by the Department of Telecommunications of India (DoT), No.820- 1/04-LR dated 7th February, 2007, Customer will register with DoT as an OSP (and provide a copy of that registration to Verizon) before using IP Trunking Service for call center or other service provider (OSP) operations. Customer shall provide a copy of Customer's OSP registration to Verizon prior to using IP Trunking Service for call center or OSP operations.
- **Connections to the PSTN or PLMN Subject to OSP Registration.** Because India regulations prohibit connections to the distant-end PSTN or public land mobile network (PLMN) outside of India unless Customer is registered as an OSP with DoT, Customer will be registered and in compliance as an OSP at all times where Customer's dial plan includes termination to any PSTN or PLMN.
- **Logical Partitioning.** In accordance with the notification issued by DoT (No 18-1/BS II dated 19th April, 2006), Customer may terminate the underlying network access to an EPABX and the PSTN if the EPABX is logically partitioned to prevent any flow of traffic between the public and private networks. Before ordering IP Trunking, Customer will



provide a representation from Customer's EPABX supplier certifying that the supplier has implemented logical partitioning to prevent any unauthorized flow of traffic between the public and private networks. Customer will not alter the logical partitioning on the EPABX to allow unauthorized cross flow of traffic between Customer's public and private networks.

- **Compliance Audits.** During the duration of the Agreement Customer will permit Verizon and/or the national regulatory authorities of India to inspect the logical partitioning on the EPABX to confirm that it is effective.

**3.12 Regional-Specific Terms (Canada).** The following regional-specific terms apply to Customer's Sites using VoIP Service in the Canadian region.

**3.12.1 Emergency Calling.** Verizon Canada VoIP Service includes basic 9-1-1 capabilities which have certain limitations relative to the enhanced 9-1-1 capabilities that are available on most traditional telephone services. For more information on Verizon Canada basic 9-1-1 go to [www.verizonenterprise.com/terms/ca/](http://www.verizonenterprise.com/terms/ca/)

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

**4.1 SLA.** The SLA for VoIP Service applicable to Customer sites in the respective regions is set forth at the following URL for U.S./Canada Services and Europe Services:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_sla.pdf)

**4.2 SLA Credits.** Information provided to Customer through the VEC or through the IAC is for Customer information purposes only and is not used to calculate any service credits that Customer may be entitled to pursuant to an applicable VoIP Service SLA. Under these SLAs, the maximum amount of credit available to Customer for any calendar month is the simultaneous calling capacity monthly recurring charge (MRC) plus the applicable MRC for the related Internet Dedicated service under the Agreement.

**4.3 Enterprise Trunk Premium.** If Customer purchases Enterprise Trunk Premium (ETP), the standard VoIP Network Availability SLA threshold is enhanced to 100%. To make an ETP SLA claim for credit, Customer will request such credit within 30 business days after the month in which the ETP Network Availability SLA was not met in accordance with the standard VoIP Service SLA process guidelines at [www.verizonenterprise.com/terms](http://www.verizonenterprise.com/terms). For ETP-related SLA claims, Customer will note in the Comments section of the on-line credit request form that it is an ETP SLA Network Availability credit request.

#### 5. FINANCIAL TERMS

**5.1 Optimized Service.** Customer will pay the charges for Optimized VoIP 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 for the associated service.

##### 5.1.1 Administrative Charges

Administrative and Supplemental Services	Nonrecurring Charge (NRC)
<b>Expedite Fee</b> During Normal Working Hours Outside Normal Working Hours	\$700.00 per event per location \$1,050.00 per event per location
<b>Cancellation</b> (cancellation of VoIP Service post-Order, prior to completion of Installation)	\$800.00 per location
<b>Premium Services – U.S./Canada Locations</b> Enterprise Activity Charge Administrator Activity Charge User Charge	\$100 per instance \$50 per instance \$25 per instance

Onsite Support	\$125 per hour
Remote Support	\$90 per hour
<b>Premium Services – Europe, Asia-Pacific Locations</b>	
Enterprise Activity Charge	\$200 per instance
Administrator Activity Charge	\$100 per instance
User Charge	\$50 per instance
Onsite Support	\$125 per hour
Remote Support	\$175 per hour
<b>Service Establishment Fee – U.S./Canada Locations</b>	
<u>During Normal Working Hours</u>	
1 – 500 telephone numbers	\$100.00 per location
> 500 telephone numbers	\$500.00 per location
<u>Outside Normal Working Hours</u>	
1 – 500 telephone numbers	\$150.00 per location
> 500 telephone numbers	\$750.00 per location
<b>Service Establishment Fee – Europe, Asia-Pacific Locations</b>	
<u>During Normal Working Hours</u>	
1 – 500 telephone numbers	\$250.00 per location
> 500 telephone numbers	\$500.00 per location
<u>Outside Normal Working Hours</u>	
1 – 500 telephone numbers	\$375.00 per location
> 500 telephone numbers	\$750.00 per location
<b>Dispatch Charge</b>	
For dispatch of Verizon technician to make Customer-requested changes – charged per occasion:	
During Normal Working Hours	\$500.00 per event
Outside Normal Working Hours	\$750.00 per event
<b>Service Change Fee – U.S./Canada Locations</b>	
<u>During Normal Working Hours</u>	
Simple	\$100.00 per event per location
Complex	\$300.00 per event per location
<u>Outside Normal Working Hours</u>	
Simple	\$150.00 per event per location
Complex	\$450.00 per event per location
<b>Service Change Fee – Europe, Asia-Pacific Locations</b>	
<u>During Normal Working Hours</u>	
Simple	\$250.00 per event per location
Complex	\$300.00 per event per location
<u>Outside Normal Working Hours</u>	
Simple	\$375.00 per event per location
Complex	\$450.00 per event per location

**5.1.2 Pricing Options.** VoIP Service is available with Tiered and Metered pricing options. Rates and charges will apply for International calls, national (in-country) calls, certain Local Service features, Directory Assistance, and related items.

**5.1.2.1 Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. Each such simultaneous calling unit includes:

- unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer's enterprise),
- an allotment of inter-enterprise VoIP minutes (termination is outside Customer's enterprise), based on Customer's tier selection, which further includes –
  - for U.S./Canada VoIP locations, an allotment of domestic long distance (LD) minutes and unlimited Local calling if Local Service is offered in the affected region and purchased by



- Customer;
- o for Europe and Asia-Pac VoIP locations, an allotment of national minutes to enable calls to non-mobile terminations. National calls to mobile terminations are subject to per-minute usage rates.

Customer will pay a per-minute charge for all minutes in excess of its allotment of inter-enterprise VoIP minutes.

If simultaneous calling units are provisioned at the location level (level available with Non-Optimized VoIP Service and Optimized VoIP Service), a minimum of one unit must be purchased for each location and allotted minutes cannot be shared between locations, nor can they be rolled over from month to month.

If the simultaneous calling capacity is provisioned at the enterprise level (level available with Optimized VoIP Service), minutes can be shared between Customer locations (with like Services, e.g., Local and LD to Local and LD), but they cannot be rolled over from month to month. [Tiered simultaneous calling units cannot be provisioned at the enterprise level in the Europe and Asia-Pac regions.]

Calls to international locations can also be made but are billed at metered rates.

**5.1.2.2 Metered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. Each such simultaneous calling unit includes:

- unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer's enterprise), and
- for U.S./Canada VoIP locations, local calling if Local service is offered in the affected region and purchased by Customer.

Inter-enterprise VoIP calls (termination is outside Customer's enterprise), including LD or national calls, as applicable, are billed a per-minute charge. Calls to international locations can also be made but are billed at metered rates.

Simultaneous calling units can be provisioned for metered pricing at both the location and enterprise levels for Optimized Service and at the location level for Non-Optimized Service. If simultaneous calling units are provisioned at the location level, a minimum of one unit must be purchased for each hub and remote location.

**5.1.2.3 BEST+.** BEST+ is an optional billable feature available if Customer (i) purchases Optimized VoIP Service via a "right to buy" arrangement, and (ii) purchases a minimum of 200 simultaneous calling units at the enterprise level. With BEST+, Customer can exceed (or "burst") its simultaneous calling capacity if, for example, it experiences an unplanned burst of inbound/outbound voice calls. To enable BEST+, Customer will be charged an MRC based on its simultaneous calling capacity purchased at the enterprise level and its selected tier of burstable simultaneous calling units (see table below). Customer also will be charged an NRC for the maximum number of bursted simultaneous calling units attained during the affected billing period.

Simultaneous Calling Capacity		
BEST+ Tier	Per Enterprise*	Maximum Additional Simultaneous Calling Capacity
1	200 – 399	+ 50
2	400 – 799	+100
3	800 – 1,199	+ 200





4	1,200 – 1,599	+ 300
5	1,600+	+ 400
*Customer may purchase at its Per Enterprise level or below. For example, if Customer purchases a Simultaneous Calling Capacity of 1,000 calls, it is in BEST+ Tier No. 3. It can purchase the Maximum Additional Simultaneous Calling Capacity for Tier Nos. 3, 2, or 1. It cannot purchase at Tier Nos. 4 or 5 (unless it subsequently purchases additional Simultaneous Calling Capacity to advance into either of those Tiers).		

### 5.1.3 Alternative Re-routing

**5.1.3.1 Conditions.** Alternative Re-routing is limited to 50 TNs per plan and 100 TNs per location, all TNs that Customer desires to include in the pre-defined plan must be served by the same Class 5 switch, and a plan must be invoked in its entirety when it is activated. Customer must open a trouble ticket with Verizon to invoke Alternative Re-routing.

### 5.1.3.2 Charges

- Set-up/Configuration: 5.5 Premium Services Remote Support hours per plan.
- Enterprise Activity Charge applies per plan activation on demand.
- Enterprise Activity Charge applies per plan de-activation on demand.

**5.1.4 Class 5 Diverse Provisioning.** A one-time charge of two Premium Services Remote Support hours will apply for each block of 150 DIDs provisioned to an alternate Class 5 Central Office.

**5.1.5 Installation.** If Customer requests an expedited installation at a Customer Site or requires installation at a Customer Site outside Verizon's Normal Working Hours in the applicable country, such installation shall be subject to a site survey and then will be performed on an expedited basis, if practicable, pursuant to Customer's request. As applicable, Customer shall pay an additional expedited install fee (Expedite Fee) and/or the Outside Normal Working Hours rate for the Service Establishment Fee (see Rates and Charges in Part I, above). If Customer's request involves expedited services from a third party provider (a so-called Telco), Customer shall pay the associated Telco charges.

**5.1.6 LNP in Singapore.** If Customer's Service Commitment Period is two years or greater, the porting of numbers to Verizon is completed at no charge. If Customer's Service Commitment Period is less than two years, a one-time NRC per number ported to Verizon will be charged.

**5.1.7 Billing Initiation.** Billing for VoIP Service will begin on the Service Activation Date, even if Customer's numbers have not been ported to the VoIP Service.

**5.2 Non-Optimized Services.** Customer will pay the charges for Non-Optimized VoIP Service as specified in the Agreement (including any SOF). Online pricing for Services provided by a U.S. Verizon entity is at: [www.verizonenterprise.com/external/service\\_guide/reg/r\\_voip\\_rates\\_and\\_charges.htm](http://www.verizonenterprise.com/external/service_guide/reg/r_voip_rates_and_charges.htm). Billing begins when Non-Optimized VoIP Service is available for use, even if Customer's numbers have not been ported to the VoIP Service.

**6. DEFINITIONS.** The following definitions apply to VOIP, 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
Customer Facilities	Customer equipment, software, wiring, power sources, telephone connections and/or communications services necessary for Customer to use VoIP Service.

Server Application Management	MRC
	Per Registered Phone
Call Manager Publisher	\$2.75
Call Manager Subscriber	\$2.75
	Per Configured Mailbox
(Unity) Voicemail*	\$1.20
Unity Connection*	\$1.20
	Per Registered User
Unified Presence*	\$1.20
<b>Attendant Console (Enterprise/Department)*</b>	
Extra Small = 1 Registered Agent	\$75.00
Small = 2 Registered Agents	\$150.00
Medium = 3 to 4 Registered Agents	\$225.00
Large = 5 to 7 Registered Agents	\$375.00
Extra Large = 8 or more Registered Agents	\$600.00
	Per Registered Agent
UCCX*	\$20.00
UCCE* (ICM Call Router A)	\$20.00
Call Manager TFTP	No Additional Charge
Performance Reporting	No Additional Charge
Enterprise License Manager (ELM)	No Additional Charge
vCenter**	No Additional Charge

\* MRC is for application management, however the application may reside on primary or secondary IP PBX devices, therefore the invoice may show a designation of primary or secondary for these applications. The charge will be noted as the primary application and there is no additional charge for secondary application for (Unity) Voicemail, Unity Connection, Unified Presence, UCCX, or UCCE applications.

\*\* vCenter Configuration Manager automates configuration management across virtual, physical and cloud environments ensuring proper configuration to meet operational, security and compliance requirements.

#### 1.5 Router Application Management – Per Registered Phone or Configured Mailbox

Router Application Management	MRC
	Per Registered Phone
Call Manager Express	\$2.40
	Per Configured Mailbox
Unity Express	\$1.20

#### 1.6 Router Application Management – Per Device

Router Application Management	Per Application Per Device MRC
PBX Gateway	\$45
Multi-Service IP-to-IP Gateway	\$25
Voice Gateway	\$25
(Legacy) Voicemail Gateway	\$45
IP Telephony Analysis Agent	No Additional Charge
Survivable Remote Site Telephony	No Additional Charge

#### 1.7 Other Application Management – Per Router or Server

Other Application Management	Per Router or Server MRC
Music on Hold	\$160

Other Application Management	Per Router or Server MRC
Emergency Responder*	\$200
Unified Workforce Mgmt	\$200
Unified Quality Management	\$200

\*MRC is for application management, however the application may reside on primary or secondary IP PBX devices, therefore the invoice may show a designation of primary or secondary for this application. The charge will be noted as the primary application and there is no additional charge for secondary Emergency Responder applications.

#### 1.8 Switch Application Management – Per Device

Switch Application Management	Per Device MRC
Voice Gateway	\$25
(Legacy) Voicemail Gateway	\$45

#### 1.9 Other Device Management

Other Devices	Per Device MRC
UPS Management	\$45
Telephony Gateway Appliance Management	
- Small (Cisco VG2xx Series)	\$45
- Medium	To be determined
- Large	To be determined
- Extra Large	To be determined

#### 1.10 International Services

Devices	Management MRC (Per Device)
Voice Gateway	\$55.00
Telephony Gateway Appliance	\$55.00
UPS Management	\$55.00
<b>Router Applications</b>	<b>Management MRC (Per Phone)</b>
Call Manager Express	\$2.90
Unity Express	\$1.45

2. **Managed Services Non-Recurring Charge ("NRC") for Cisco.** Customer will pay one or more NRCs as applicable based on the number of servers, media gateways, and telephony gateways being brought under management.

2.1 **Activation.** The NRC below is for the activation of IP PBX Service for a managed device. Installation and implementation services are provided under a SOW.

Device Type	Per Device NRC
Server (Any Size)	\$550
VM Server (Any Size)	\$550
IP PBX Appliance (Any Size)	\$550
Media Gateway (Any Size)	\$550
Telephony Gateway (VG2XX or VGMC)	\$350

3. **Additional Charges.** For the special services listed below for IP PBX Service, Customer will pay the corresponding charges in addition to the basic rates stated above. No discounts apply to the following charges:

- 3.1 **Expedite Charges.** Customer will pay \$1,100 per device for any Customer's written request to activate PBX CPE within 15 days or less of order acceptance.
- 3.2 **Redispatch Charges.** Customer will pay \$300 per activation if Customer reschedules PBX CPE activation within 48 hours of the originally scheduled date.
- 3.3 **After Hours Charges.** Customer will pay an additional \$600 per device/instance if Customer requests work after normal Business Hours local time.
- 3.4 **Demand Dispatches.** Customer will pay an additional \$270 per dispatch for Customer-requested dispatches outside of normal Business Hours.
- 3.5 Customer will be charged a service charge for all issues discovered with IP PBX Service that result in a Verizon technician being dispatched that are due to the act or omission of Customer including, but not limited to, faulty in-house wiring.
- 3.6 **Optional Change Management.** Optional Change Management ("OCM") provides additional remote change management support for Verizon's IP PBX Service and Managed LAN Service. Upon Customer's order, Customers are charged per request, per Device for the remote configuration items listed below, subject to the maximum. Customer can order specific OCM activities through the VEC. The VEC provides detailed information for each pricing level of OCM. The NRCs below are for a maximum of four hours of work. If Verizon determines that more than four hours is required for a Customer request, Verizon and Customer will execute an SOW for such request.

Activity	NRC
Call Control System Design*	\$300
Call Control Survivability Add*+	\$300
Device Operating System ("OS") Change*	\$350
Hardware Module Upgrade*	\$350

\* Does not include end user or end device moves, adds, changes, or deletes.

+ Hardware or software upgrades required to support these new router features will be billed separately.

- 3.7 **Service Desk.** Customer will be charged the fixed MRC shown below for the number of service desk activities ordered by Customer for each month during the term as shown below. Each service desk activity requested by Customer and performed by Verizon in excess of the monthly service desk activities shown below will be charged the overage rate shown below.

Service Desk Activities per Month	MRC	Overage Rate
		\$50

4. **Special Pricing.** In lieu of all other discounts and promotions, Customer will receive a \_\_\_\_\_ discount of off the MRCs stated herein.

## Part II: Service Description and Requirements.

1. **General Service Description.** Managed IP PBX Services include, without limitation and depending on Customer's requirements, design of Customer's internet protocol ("IP") PBX service, activation of specified Customer premises equipment ("CPE") comprising Customer's IP PBX service and ongoing management of Customer's IP PBX service as described in this service attachment (the "Service Attachment"), (collectively, "IP PBX Services"). IP PBX Services is provided at the full level of service. Only Verizon-certified CPE, with an approved Verizon design, will be supported.



From time to time, upon Customer's order, Verizon will provide certain technical, consultative, design or installation services and deliver any reports or other deliverables (collectively, "Deliverables") specified in statement(s) of work ("SOW(s)"). The SOWs will become a part of this Service Attachment upon execution by Customer. Such services and Deliverables under a particular SOW are referred to as a "Project" which may be delivered in phases depending on the complexity of each Project. This Service Attachment, as supplemented by SOWs entered into from time to time, and the master agreement ("Master Agreement") (collectively, the "Agreement") sets forth the terms and conditions for each Project. To the extent there is any conflict between a SOW, the Service Attachment and the Master Agreement, the order of precedence is (a) Service Attachment, (b) Master Agreement, and (c) the SOW. IP PBX Services and Projects may be delivered by third party vendors or Verizon affiliates.

Upon Customer's order, and with Verizon's approval, IP PBX Services may be provided in certain countries outside of the United States as an extension to Customer's United States based IP PBX Services.

**2. Description of Services.** For new Customer sites, site assessment and initial CPE implementation services are provided pursuant to a separate service attachment with Verizon.

**2.1 IP PBX Service Activation.** Once implementation is completed at a Customer's site, activation brings the IP PBX service online. Activation includes, without limitation, installing management software on the CPE, testing management connectivity, testing alarming and notification rules, and conducting acceptance testing with Verizon's Managed Network Operations center ("NOC"). Upon acceptance by the NOC, the Customer's IP PBX site will be up and billable.

**2.2 Managed Take-Over.** With Managed Take-Over, Verizon reviews, optimizes, if applicable, and takes over management of a Customer's existing IP PBX network. Verizon will collect and analyze the logical and physical characteristics for the existing Customer network, as well as its related equipment or assets. This initial process is generally accomplished in a non-intrusive manner. All network data must be provided by the Customer, including, but not limited to, Customer interviews, Customer-provided network diagrams, and site-specific information. Managed Take-Over is provided on an as-available basis and pursuant to a SOW. The SOW will show the charges for Customer's Managed Take-Over.

At the close of the initial process, Verizon, in cooperation with the Customer, will i) take inventory of the Customer's network; ii) identify any physical / logical activities required to bring the network under management by Verizon; and iii) identify any associated costs in bringing the network under management. Customer will be responsible to implement certain WAN or LAN upgrades, a back-up plan, each as identified by Verizon as part of this initial process. At Customer's request and cost, Verizon will perform WAN or LAN upgrades pursuant to a SOW.

**2.3** Other one time nonrecurring IP telephony and related services may be provided pursuant to a SOW. These include, without limitation, special training, additional assessments, consulting services and time and materials work.

**2.4 Management Services.** IP PBX Service provides the management services listed in this Management Services section ("Management Services"). Verizon is responsible to resolve both logical and physical issues with Customer's reasonable cooperation. Verizon may resolve the fault condition remotely, or by dispatching a technician to Customer's site, at Verizon's option.

**2.4.1 Monitoring.** Verizon provides proactive monitoring and fault management (i.e., the identification and resolution of logical faults by Verizon and the identification and resolution of physical faults by Verizon or a Verizon-approved maintenance provider) of IP PBX components 24 hours a day, 7 days a week, 365 days a year. Verizon will monitor and fault manage certain server IP PBX components as requested and paid for by Customer (including, without limitation, server health and operations, IP Telephony, Voicemail/Messaging, contact center, and Emergency Responder server-based

applications and services), certain card, module, router and switch-based IP PBX functions (including, without limitation, call-control, gateway/gatekeeper, voicemail and remote site survivability), and certain power-related functions (including, without limitation, UPS devices and power over ethernet capabilities) depending on Customer's IP PBX network and applications. Verizon uses Simple Network Management Protocol ("SNMP") to determine device status and error conditions (e.g., SNMP trap messages and collection of performance data) in conjunction with Internet Control Message Protocol ("ICMP" commonly called a "ping") to ensure device accessibility and to periodically poll IP PBX devices.

**2.4.2 Customer Portals.** Verizon offers Internet Customer portals providing a secure, scalable, consolidated view of Customer network information 24 hours a day, 7 days a week, 365 days a year including, without limitation, Verizon's enterprise services portal ("ESP") and Verizon Enterprise Center at <https://enterprisecenter.verizon.com/> (collectively, "VEC"). The VEC provides real time access for project oversight and operational systems and updates including, without limitation, trouble ticketing and call detail records for Verizon voice circuits. Customer is limited to ten (10) user accounts and is responsible for ensuring that all users understand and comply with the confidentiality requirements set forth in the Agreement.

**2.4.3 Notification.** Verizon will open a trouble ticket and attempt to electronically notify Customer within 15 minutes of receiving an alarm for a i) device failure to respond to "ping," or ii) SNMP Trap critical messages as determined by Verizon Notification services. Customer will have the ability to view trouble tickets and associated status on the VEC.

**2.4.4 Performance Reporting.** In addition to the standard reports available to the Customer on the VEC, IP PBX Customers have access to reports related to IP PBX Service including, without limitation, mean opinion score ("MOS"), jitter, packet delivery, one way latency, call completion, CPU utilization, and memory utilization. In order to provide reports, reporting software must be installed on Customer's IP PBX network.

**2.4.5 Standard Change Management Activities.** Verizon may add, delete or change these change management activities from time to time. The current change management activities are shown on the VEC.

**2.4.5.1 Managed IP PBX Standard Change Management Activities.** The following remote change management activities are currently included in the monthly recurring charges for the related IP PBX Services. Verizon reserves the right to limit the number of change management activities performed by Verizon per month based on the size and complexity of the Customer's network. Service desk move, add, change, and delete ("MAC-D") activities and current optional change management ("OCM") activities are found in the Additional Charges section in Part I.

Activity	Description
Server OS/Application Patch*	Server operating system ("OS") or application patch for fixing a software security issue or bug affecting the server/application. Verizon will apply security patches as required by Verizon's assessment of OS and application vulnerabilities.
Server Administrator Account Add/Delete/Modify	Add a Customer account with limited administrator access for server or application administration.

Activity	Description
UC System Modify*	Non-design impacting modifications of UC server system level constructs including; general configuration options, system settings, date/time, locations, parameters, or languages in Communications Manager, Presence, Unity, or Unity Connection applications.
UC Call Routing Modify*	Non-design impacting modifications of UC entity or feature existing call routing including dial-peers, zone prefixes, route lists, translations/transformations, and routing rules.
UC Media Resource Modify*	Non-design impacting modifications of UC entity or features existing Media Resources including conference bridge, media termination point, transcoder, and music on hold.
Emergency Responder Modify*	Modify existing Cisco Emergency Responder configurations (requested modifications to the application only). Customer must define and update Emergency Response Locations, including ensuring that the PSAP updates the Automatic Location Information or ALI database, and performing initial and periodic testing of 911 services, as provided herein.
CME/CUE Router Modify*	Modify existing Communications Manager Express/Cisco Unity Express ("CME/CUE") router system level constructs. This does not include MAC-D changes.
SRST Router Modify*	Modify existing Unified Communications Survivable Remote Site Telephony ("SRST"). Modifications may include SRST router authentication/certificates, security encryption settings, and SRST references in Communications Manager.

\* Does not include end user or end device MAC-D activities. Customer may purchase MAC-D through the service desk.

**2.4.5.2 Contact Center Standard Change Management Activities.** The following remote change management activities are currently included in the monthly recurring charges for Unified Contact Center Express ("UCCX") and Unified Contact Center Enterprise ("UCCE"). Contact Center Standard Change Management is limited to tasks with a duration of 4 hours or less. Tasks exceeding 4 hours will be done by an enhanced change management SOW. On a monthly basis, Verizon will support up to one change for every 20 registered agents. Should usage exceed allocated amount, Verizon reserves the right to require purchase of an enhanced change management SOW.

Activity	Description
Contact Center Services Server/OS Application Patch*	Apply OS or application patch to resolve problem or security issue.

Activity	Description
Contact Center Services Request to Backup Media	On demand backup for device supported in backup plan.
Contact Center Services Administrator Account MAC-D	Add, delete, disable administrator account; change password; Add feature access.
Contact Center Services Supervisor-Related MAC-D	Add/remove supervisor to/from team; disable/delete supervisor; modify supervisor properties or promote agent to supervisor.
Contact Center Services IVR Administration	Uploading of prompt for interactive voice response ("IVR") unit. Note: Applies only if Verizon did not provide a script that automatically uploads new or modified prompts.
Contact Center Services Agent MAC-D	Create agent, disable agent, delete agent, modify agent properties, add feature access.
Contact Center Services Device, Label and Target Label MAC-D	Add/remove devices to/from target, add/remove target label, add/remove label.
Contact Center Services Agent/Skill MAC-D	Add/Delete skill to/from agent, modify agent skill levels, add/remove agents to/from skill.
Contact Center Services Team MAC-D	Create/delete team; add/remove agent to/from team.
Contact Center Services Skill and Service MAC-D	Add/remove skill; add/remove service; add/remove skill to/from service; add/remove service route.
Call Center Services Enterprise-Level MAC-D	Add/remove enterprise service; add/remove service to enterprise service; add/remove enterprise skill; add/remove skill to/from enterprise skill.
Contact Center Services Call Type and Dialed Number MAC-D	Add/remove call type; add/remove dialed number; add/remove dialed number to/from call type.
Contact Center Services Script/Trigger MAC-D	Add/remove script to/from dialed number; add trigger or associate script to trigger.
Contact Center Services Reporting MAC-D	Schedule new Web-View or CRS Historical report, add/remove address to/from report distribution.
Contact Center Services CAD Workflow MAC-D	Add/modify/delete reason codes, logout codes, wrap up data. Add/modify/remove agents/supervisors from workflows.

\* Contact center proactive patch management may be purchased by a separate SOW.

- 2.4.6 **Service Desk.** Service desk provides for remote change management of software elements associated with Customer's IP PBX Service. Changes supported by service desk are administrative in nature. Design-impacting changes, as determined by Verizon, are not included. Customer can request specific service desk change management activities through the VEC and Verizon will manage the delivery of such activities. Standard Change Management and OCM activities are not included in service desk activities. The currently available service desk activities are shown below. Verizon reserves the right to add, delete or change these service desk activities from time to time.

<b>Service Desk Activities</b>
Add, Remove, Update, Change an IP Phone
Add, Remove, Change a User, Directory Number ("DNI"), Call Capabilities
Add Analog Line to Support Analog Phone or Fax Line*
Add, Remove, Change Call Handler Configurations
Add, Remove, Change Hunt List
Add, Remove, Change Call Pickup Group
Add, Change Phone Button/Soft Key Configuration
Add, Remove, Change Extension Mobility Set Up/Login Features
Add, Remove, Change Voicemail Box
Reset/Unlock Voice-mail Password

\* Add Analog Line is supported only as move, add, change, or delete activity for analog phone support or fax lines (e.g. VG-224 analog gateway port configuration). A PSTN handoff to the LEC (for example, when used for 911 or off-net calling) is design-impacting and requires additional review.

Verizon will post the status of the requested service desk activity on the VEC. Verizon will correct, at no additional cost, service desk activities that have not been performed satisfactorily if Customer informs Verizon of such issue within 5 business days of an activity being posted as complete on the VEC.

### 3. **Customer Responsibilities.** Customer will do the following:

- 3.1 **IP PBX Service Functions.** Customer is responsible to have a designated administrator perform certain user oriented day to day IP PBX Service functions including, without limitation, configure and update i) individual end user phones, ii) voicemail boxes, and iii) personal assistant features (e.g., Find Me, Follow Me parameters). Customer is primarily responsible to perform certain system administrator IP PBX Service functions, including without limitation, administration of phone account features, individual dial number assignments, phone features and templates, voicemail box features setup and maintenance, and update and monitoring of the 911 location database information. At Customer's request and cost, Verizon will perform such system administrator IP PBX Service functions if requested by Customer via the service desk. Customer will also designate a program manager to work with Verizon during IP PBX Service implementation. Customer will have read only access to CPE and read write access as required to perform end user administration functions.
- 3.2 **International IP PBX Service.** Verizon will determine the availability of IP PBX Services outside of the United States as well as any restrictions in such countries. Countries or other local jurisdictions may impose restrictions or requirements from time to time that may cause Verizon to in turn impose restrictions or requirements on Customer or suspend IP PBX Services in such jurisdictions. Such restrictions may include, without limitation, limited access and use to a closed user group, requiring all private calls remain on Verizon's network, prohibiting the origination or termination of calls on the Public Switched Telephone Network ("PSTN"), or imposing special licensing conditions. Verizon will provide advance notice of IP PBX Services changes required by such restrictions or requirements where possible, however Verizon reserves the right to act immediately if required.
- 3.3 **Licenses.**
  - 3.3.1 Customer will obtain any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions including, without limitation, for installation and operation of the CPE on Customer's premises.
  - 3.3.2 Customer will ensure that the components and configurations of the IP PBX Service are in compliance with local laws and regulations, including without limitation dial plan requests, for every jurisdiction that IP PBX Service is provided. Verizon reserves the right to terminate IP PBX Service for Cause upon violation of this provision.

- 3.4 **Cisco Application Licensing.** Customer will provide adequate Cisco application licenses to ensure proper operation of the configured IP PBX Service. Cisco's Unified Communications Manager Version may include application license tracking via the Cisco Enterprise License Manager ("ELM") or similar resource. The monitoring of licenses via ELM permits Verizon to notify Customer of lack of licenses or expired licenses. Upon notification of a license issue, Customer must resolve such license issues within the timeframe allotted by Cisco. Failure to act by Customer could result in lost application functionality including functionality of the IP PBX Service. Verizon's ELM license reports to Customer will only occur upon a license issue and no periodic reporting is available.
- 3.5 **IP Addresses.** Verizon reserves the right to assign IP addressing to Customer's IP PBX devices. If supported, secondary IP addressing will be used, maintaining Customer's existing IP address space. In the case where there are devices which do not support secondary addressing, Verizon will assign new IP addressing to Customer's IP Telephony segment, based on availability in both Verizon's and Customer's address space. If Customer will not permit the use of Verizon-assigned address space, Customer agrees to pay reasonable costs for a dedicated management domain or an IP proxy/NAT/IPv4-IPv6 solution. Additionally, Verizon reserves the right to use border gateway protocol ("BGP") routing for the management of permanent virtual circuits ("PVCs") used to access and monitor Customer's network.
- 3.6 **Access and Managed Service Prerequisites.**
- 3.6.1 **In Band Access.** Management Services are only available to Customers with at least one Managed WAN circuit. Customers with Verizon Managed WAN and Managed LAN must have the full level of service for their Managed WAN and Managed LAN service. Any server, router or switch with an IP PBX Service application must be under Verizon management with full level of service.
- 3.6.2 **Out of Band Access.** Out of band ("OOB") access is required for each managed router or switch. Customer will provide at its cost to Verizon or a third party a dedicated, analog telephone connection either dedicated to each device or dedicated to a port server with indirect access to each device. Analog access will be used for troubleshooting the IP PBX Service. The analog telephone connection must be separate from the IP PBX Service and maintain a minimum of 9600 bits per second connection rate for site level SLAs to apply.
- 3.7 **Non Standard Hours.** Services required by the Customer to be performed outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday local time, excluding Verizon-observed holidays) ("Business Hours"), unless otherwise planned for and noted, shall incur additional charges in accordance with Verizon's prevailing labor rates.
- 3.8 **Non Verizon Circuits.** Unless purchased through Verizon, any required telco circuit is Customer's responsibility to order, verify availability, and maintain.
- 3.9 **System Outages.** Customer will schedule and inform users of any planned systems outage.
- 3.10 **Back Up Responsibilities.** Verizon will back up the database, application configurations and user directory information ("Verizon Back Up") to another Verizon managed server or to a Customer-provided network share as defined in the back up plan.

Customer is responsible for backing up information, data, configurations, etc. related to the IP PBX pursuant to the back up plan including, without limitation, the voicemail store (e.g., Unity Voicemail) or the operating system ("Customer Back Up"). Customer is responsible for any required physical rotation of storage media. Customer will store installation discs and Customer Back Up locally to be used if needed for system restoration. Failure to provide ready access to

such installation discs, Customer Back Up and any other locally stored back up data may invalidate Verizon's SLAs.

- 3.11 **Catastrophic Failure.** A "catastrophic failure" is defined as i) a failure at a site or sites that renders Customer's IP PBX inoperable, ii) a failure that requires a complete restoration of the operating system, the applications, or Customer data to restore functionality, and iii) a valid, complete Customer Back Up is unavailable. Unless Verizon is at fault, catastrophic failures are not included as part of IP PBX Services and time and materials charges may apply if Customer requests assistance with catastrophic failure recovery.

IP PBX Services include restoration of a failure from Customer Back Up data provided the Customer Back Up is valid and complete for the impacted device, the backup has been performed using Verizon-approved tools pursuant to the back up plan, and the site is stable.

- 3.12 **IP PBX Service Configuration.** Customer is responsible for confirming that its IP PBX Service, including any optional features, is configured in accordance with Customer's preferences prior to and after activation of the IP PBX Service. Customer is responsible for defining and updating Emergency Response Locations, ensuring that the PSAP updates the Automatic Location Information ("ALI") database, and performing initial and periodic testing of 911 services.
- 3.13 **Maintenance.** Customer is responsible for purchasing 7 days/week by 24 hours per day (7 x24) CPE maintenance services meeting Verizon's requirements.
- 3.14 **Anti-virus.** Customer is responsible for purchasing anti-virus software meeting Verizon's requirements. Verizon must have access to such anti-virus software as required to perform management operations. Customer is responsible to ensure the anti-virus software is maintained and up to date.

4. **SOWs and Terms & Conditions.** All SOWs must be in writing, be signed by an authorized representative of each party, and refer to the Agreement by number or by title and date. SOWs may include Customer purchase orders as part of its documentation but any terms and conditions contained in purchase orders are rejected, void, and have no force or effect.

- 4.1 **Conditions.** A SOW may identify key expectations on which the SOW is based ("Conditions"). Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that it has been materially and adversely affected by the failure of a Condition to be met, and Verizon proposes a SOW amendment to cure it, the parties will work diligently to reach agreement on a SOW amendment to cure the material, adverse effect on Verizon, and Verizon may suspend work on the Project until the parties have reached that agreement. The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not.

4.2 **Changes to SOWs.**

- 4.2.1 Either party may propose a change to a SOW by having its designated "Project Manager" or "PM" submit a written change request to the other party's Project Manager. All writings under this process may be by email.
- 4.2.2 The Verizon PM logs the change request and assigns it a unique ESP order number.
- 4.2.3 Upon completion of Verizon's evaluation, Verizon's PM provides Customer's PM with a Service Order Change Form (the "SOC"), amending the SOW, which describes the proposed changes to the Project, including to its costs and schedules.
- 4.2.4 If Customer agrees in writing to the SOC, then the SOW is thereby deemed amended and both parties will perform their obligations under the SOW as amended.

- 4.3 **License to use Deliverables.** Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the term of any related Verizon service, including the right to make a reasonable number of copies of such Deliverable, if applicable, except as otherwise agreed to in a SOW.
- 4.4 **Ownership and Confidentiality of Deliverables.** As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and/or its suppliers and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon and/or its suppliers or subcontractors, except for (a) any Customer-owned information or materials that pre-existed the signing of this Service Attachment and/or that may be embedded in any Deliverable, and (b) as otherwise agreed to in a SOW.
- 4.5 **Term.** Either party may terminate a SOW (even before it is completed) according to the same terms under which the Agreement could be terminated, except to the extent the SOW states otherwise. Upon termination of a SOW or the Agreement for any reason, each party will promptly return to the other all copies of any data, records, or materials of whatever nature or kind, owned by the other party (or its subcontractors, consultants, or suppliers). Verizon also will furnish to Customer any Customer-owned work in progress for which payment has been received. Verizon may terminate a SOW if the parties have not agreed on a proposed SOW amendment to cure the material and adverse effect on Verizon from an unmet Condition within 45 days of Verizon providing it to Customer.

### **Part III: Service Terms and Conditions.**

1. **Performance.** Verizon controls the means, methods, places and time of its performance of the IP PBX Services (including the use of subcontractors and consultants). While working on a Customer site, Verizon will abide by Customer's stated security rules for the site. Customer agrees to provide working space and facilities and any other assistance and support that Verizon may reasonably request in order to perform the IP PBX Services.
2. **Information and Access Requests.** Upon request, Customer will provide information to Verizon that is reasonably necessary or useful for Verizon to perform its obligations. In addition, upon request Customer will provide Verizon with access to Customer facilities, installation sites, and equipment as reasonably necessary or useful for Verizon to perform its obligations under this Service Attachment.
3. **Building Space.** Customer will provide adequate building space, circuitry, facility wiring, temperature, humidity, and power to comply with the standards established by the manufacturer of the CPE for proper installation and operation of the IP PBX Service. Customer is responsible for any facility issues that may arise (e.g., bad or incorrect cabling, not meeting cable plant, environmental or power specifications, lack of rack space) and will correct any issues as quickly as possible. Customer may contract with Verizon for resolution of these issues.
4. **Verizon Reservation of Rights.** Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property created or delivered by Verizon, whether in connection with its performance of this Service Attachment or otherwise.
5. **Privacy.** Verizon will, by virtue of providing IP PBX Service to the Customer, come into possession of Customer Data. "Customer Data" includes, but is not limited to data call detail records, IP addresses, transmission information (including metrics related to the quality of voice or data transmissions, and other data necessary for the establishment or maintenance of the transmission), and other customer data provided to or obtained by Verizon, its' affiliates, sub-contractors and agents, in connection with the provision of IP PBX Service. Verizon will act as "Data Processor," as defined in the EU Data Protection Directive 95/46 (the "Directive"), on behalf of the Customer in providing IP PBX Service. Verizon will implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized



disclosure or access and against other unlawful forms of processing. The Customer acknowledges that Verizon, its' affiliates, sub-contractors, and agents may process Customer Data (including transfers to countries that do not provide statutory protections for such data) as required in order to provision IP PBX Service. The Customer warrants that in its' responsibility as "Data Controller" as defined and pursuant to the provisions of the Directive, it has obtained and 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 section. The Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data to provide IP PBX service as described in this section.

## 6. Warranties and Disclaimers.

6.1 **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 IP PBX Services.

6.2 **Emergency Calling Services.** IP PBX Service may include the installation and/or configuration of equipment and software which includes functionality to enable Customer – with the addition of other services, including without limitation local exchange service – to have "911" calls routed to the local Public Service Answering Point or PSAP ("Emergency 911 Service"). Customer acknowledges that IP PBX Service alone does not provide Emergency 911 Service and that Customer is responsible for taking the steps necessary to establish Emergency 911 Service, including, but not limited to, defining and updating Emergency Response Locations, ensuring that the PSAP updates the Automatic Location Information or ALI database, and performing initial and periodic testing of 911 services.

Customer also acknowledges that IP-based voice service is different in key respects from traditional telecommunications-based voice service and that those differences may cause Emergency 911 Service to be unavailable under certain circumstances, including, without limitation, the following: (1) loss of power, (2) loss of broadband service, (3) loss of local area network ("LAN") or applicable wide area network ("WAN") service, (4) equipment failure, (5) making voice calls from a different location from the one for which 911 routing was established, and (6) nonpayment for service. Customer is responsible for complying with all applicable emergency 911 calling service laws. Customer will notify all end-users of these limitations.

6.3 **Service Disclaimer.** IP PBX Service may be interrupted or degraded by certain conditions. For example (without limitation), IP PBX Service relies on Customer's domain name server ("DNS Server") and LAN; Verizon will not be responsible if Customer's DNS Server or LAN fails or performs poorly for LAN and WAN networks not managed by Verizon. Verizon's responsibility for LAN and WAN performance for networks managed by Verizon is stated in Customer's agreement for such management. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service. Communications from analog modems may have protocol interaction issues when used over VOIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; IP PBX Service is provided without any warranty whatsoever with respect to modems. Modems may not be used on IP PBX Service except with Codec G.711 without silence suppression. Alarm lines (whether or not they use modems) are wholly unsupported on IP PBX Service (with respect to both service and wiring, without limitation). Customer will be responsible for all inside wiring and special construction charges. Use of IP PBX Service is restricted as follows: Customer may not modify the Verizon installed design and/or configuration without the previous written consent of Verizon and Customer expressly acknowledges that any violation of the foregoing restriction will result in the immediate termination of services management and related SLAs.

## 7. Limitation of Liability.

- 7.1 **Disclaimer of Liability.** Without limitation, Verizon is not liable for any loss of or damage to Customer data. Customer is responsible for backing up all data.
- 7.2 **Security Responsibilities.** Use of IP PBX Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Verizon and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all IP PBX traffic, Customer facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with IP PBX Service, whether owned by Customer, Verizon, or Verizon's subcontractors. **Customer agrees that Verizon is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences. Customer is responsible for all Security Measures, even if Customer uses a third party (or Verizon) to configure and implement them.**
8. **Use of Customer Logo.** Customer agrees to allow Verizon to use its logo identifying Customer as a Verizon IP PBX Service customer. Customer agrees to allow use of Customer's trademarks, trade names, or service marks (collectively, "Trademarks") for Verizon internal and external communications relation to Verizon's provision of the IP PBX Service to the Customer. Verizon will present Customer with an opportunity to approve of such use of Trademarks, in advance, in writing, which approval shall not be unreasonably withheld or delayed. Verizon acknowledges that the Customer is the owner of all right, title and interest in and to all of the Trademarks and shall not take any action that is inconsistent with such ownership. Verizon shall not, by any act or omission, use any Trademark in any manner that tarnishes, degrades, disparages or reflects adversely on Customer or its business or reputation. Any use of each other's Trademarks and logos in conformity with the provisions of this Section will be royalty-free.

**Part IV: Service Level Agreement.** The SLA for this Service is located in the Guide.



## UNIFIED COMMUNICATIONS AND COLLABORATION AS A SERVICE

### 1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Service Features – UCCaaS Commercial
- 1.3 Optimized Service Standard Features – UCCaaS Commercial
- 1.4 Optimized Service Standard Features – UCCaaS for Government: SLED Edition
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- 2.1 Acceptance Testing
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### 4. FINANCIAL TERMS

- 4.1 General Financial Terms
- 4.2 Non-Optimized Service
- 4.3 Optimized Service

### 5. DEFINITIONS

#### 1. GENERAL

- 1.1 **Service Definition.** Unified Communications and Collaboration as a Service (UCCaaS) is a hosted, managed-platform service that delivers communications and collaboration services from the cloud. Customer must have at least one instance of Verizon Private IP service to implement UCCaaS, and must have VoIP IP Trunking service to implement UCCaaS in a configuration that supports Off-Net, where permitted, and emergency calling. Verizon offers two UCCaaS platform options: (1) UCCaaS Commercial and (2) UCCaaS for Government: SLED Edition. The UCCaaS features cannot be combined between the two platform options.

- 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 Service Features – UCCaaS Commercial.** Verizon provides one of the following UCCaaS Commercial standard Service features, as selected by Customer:

- 1.2.1 **Essential.** The Essential feature is a basic level UCCaaS offering that provides call control, call waiting, call transfer, music on hold, redial, and barge-in capabilities (availability is dependent upon the device type). The Essential feature covers one Customer-provided physical device, which can be an analog phone or IP phone.
- 1.2.2 **Information Worker/Basic.** The Information Worker (Optimized Service)/Basic (Non-Optimized Service) feature provides voicemail (plus added features), call park, call pick-up, authentication codes, Do Not Disturb, ad hoc conferencing speakerphone support, plus single number reach (the ability to forward a call to a series of devices), instant messaging and presence. The Information Worker/Basic feature supports one Customer-provided device which can be either a physical IP phone, a Verizon-approved mobile client such as Cisco Jabber, or provide telephony integration with a third-party client such as Microsoft Lync. A device used only for instant messaging and not configured for telephony will not count as a device.

1.2.3 **Knowledge Worker/Enhanced.** Customer can choose the Knowledge Worker (Optimized service)/Enhanced (Non-Optimized service) provides the Information Worker/Basic feature capabilities, including support for up to two devices, which can be hard phones or mobile clients.

1.2.4 **Power User/Premium.** The Power User (Optimized Service)/ Premium (Non-Optimized Service) feature the Knowledge Worker/Enhanced feature capabilities and includes support up to ten devices, which may be either hard phones or mobile clients.

### 1.3 Optimized Service Standard Service Features- UCCaaS Commercial

1.3.1 **Caller.** The Caller feature provides the Essential feature capabilities and the added features of call park, call pick-up, authentication codes, Do Not Disturb, ad hoc conferencing speakerphone support, and single number reach (the ability to forward a call to a series of devices), instant messaging and presence. The Caller feature supports one Customer-provided device which can be either a physical IP phone, a Verizon-approved mobile client such as Cisco Jabber, or provide telephony integration with a third-party client such as Microsoft Lync.

1.4 Optimized Service Standard Service Features- UCCaaS for Government: SLED Edition. Verizon provides one of the following UCCaaS for Government: SLED Edition standard Service features, as selected by Customer:

1.4.1 **Communicator.** Communicator provides call control, voicemail, unlimited MACDs and native emergency call handling. Communicator covers one Customer-provided physical device, which must be platform compliant.

1.4.2 **Advanced Communicator.** Advanced Communicator contains all the benefits of Communicator and also includes access to the Jabber application, IM/P, video capabilities, Expressway MRA for mobility, iOS and Android calling and up to ten endpoints.

1.4.3 **Collaborator.** Collaborator contains all the benefits of Advanced Communicator and also includes FedRAMP WebEx for up to 8 internal participants.

1.4.4 **Advanced Collaborator.** Advanced Collaborator contains all the benefits of Advanced Communicator and also includes FedRAMP WebEx for up to 200 internal and external participants.

1.5 Optional Service Features- UCCaaS Commercial. Customer can add any of the optional features below to any of the features described above.

1.5.1 **Expressway NRC.** Customer has the option of purchasing Expressway as a professional service which will be billed as a non-recurring charge (NRC). Expressway NRC requires Customer to agree to Verizon's Professional Services Agreement.

1.5.2 **Emergency Responder** (United States and Canada only). Emergency Responder provides administrators with the ability to map users to their changed locations for emergency calling purposes. Emergency Responder is not an emergency calling service, nor is it a PS-ALI service.

1.5.3 **Voicemail.** Voicemail provides a centralized electronic system that can store messages from telephone callers.

1.5.4 **UCCaaS SDWAN Reporting.** This feature is available to customers who purchase SD WAN service. SD WAN Reporting allows customers to track their UCCaaS service quality over their SD WAN network connection.

1.5.5 **Managed Move, Add, Change, Delete.** Upon Customer's request, Verizon will perform one or more of the administrative move, add, change, delete (MACD) activities.

- 1.5.6 **Customer Administered MACDs.** Customer may self-administer MACDs on the administrative portal at no extra charge.

## 1.6 Optimized Service-Only Optional Service Features

- 1.6.1 **Telepresence Room.** Telepresence Room connects Customer-provided video devices to Customer's UCCaaS network for voice and video calls.
- 1.6.2 **Expressway MRC.** Expressway MRC provides secure access to enterprise mobility for users without VPN access for mobile devices. Customer will have the ability to (i) arrange and maintain any security-related certificates and domain name management, and (ii) purchase sufficient internet bandwidth to support remote voice or video.
- 1.6.3 **Off-Net Video Calling.** Off-Net Video Calling uses uniform resource identifier (URI) dialing via Jabber for users who are not registered with the corporate domain. Off-Net Video Calling requires the purchase of Expressway MRC. The recipient of an Off-Net Video Call must also be enabled to receive URI calls.
- 1.6.4 **Inter-Domain Federation.** Inter-Domain Federation enables Customer to communicate via IM/Presence with Customer's customers or partners via SIP simple and XMPP solutions. Verizon will provide one Customer domain to be enabled for Inter-Domain Federation.
- 1.6.5 **Integrated Virtual Machine Management.** Integrated Virtual Machine Management (IVMM), provides geo-redundant installation management and monitoring support for Customer applications co-located in the UCCaaS data center.
- 1.6.6 **Attendant Console Standard and Advanced.** Attendant Console Standard and Advanced provides Customer administrators to manage incoming lines, such as prioritization and queuing, as well as utilize advanced features. Customer must purchase Integrated Virtual Machine Management in order to use Attendant Console Advanced.

## 1.7 Optimized Service Optional Service Features- UCCaaS for Government: SLED Edition

- 1.7.1 **Additional Storage for WebEx Conference Recording.** Additional Storage for WebEx Conference Recording is available in conjunction with the Advanced Collaborator package. Additional storage is available in 1 GB increments to expand the default 1 GB of storage available. Once the allocated storage limit has been reached, no further data may be stored until space is freed.
- 1.7.2 **Add-on Audio Conferencing.** Add-on Audio Conferencing is a flat-rate audio subscription plan as an add-on to the Advanced Collaborator package. Each entitled user has unlimited access to domestic call-in services. Add-on Audio Conferencing must be ordered in a quantity equal to the Advanced Collaborator subscription quantity and cannot be mixed with Add-on Audio Conferencing with Callback.
- 1.7.3 **Add-on Audio Conferencing with Callback.** Add-on Audio Conferencing with Callback is a flat-rate audio subscription plan as an add-on to the Advanced Collaborator package. Each entitled user has unlimited access to domestic call-in and domestic call-back services. Add-on Audio Conferencing with Callback must be ordered in a quantity equal to the Advanced Collaborator subscription quantity and cannot be mixed with Add-on Audio Conferencing.
- 1.7.4 **UCCaaS SDWAN Reporting.** This feature is available to customers who purchase SD WAN service. SD WAN Reporting allows customers to track their UCCaaS service quality over their SD WAN network connection.

## 1.8 Verizon Responsibilities





- 1.8.1 **IP Addresses.** Verizon will use secondary IP addressing in providing UCCaaS (where supported), maintaining Customer's existing IP address space. If some devices do not support secondary addressing, Verizon will assign new IP addresses to Customer's IP telephony segment, based on availability in both Verizon's and Customer's address space.
- 1.8.2 **Management Services.** Verizon will perform fault management on a 24x7 basis and administrative change management during Normal Working Hours on Business Days. Verizon, at its option, may resolve an issue remotely or on Customer Site.
- 1.8.3 **Monitoring.** Verizon will proactively monitor and manage UCCaaS components 24 hours a day, 7 days a week.
- 1.8.4 **Change Management Activities.** Verizon will provide remote standard change management activities at Customer's request. Standard change management activities include system administration, minor modifications, ad hoc data backup requests, application patches, media resource changes, and advanced feature and device changes that do not affect the design, but does not include MACDs. Verizon may limit the number of change management activities performed by Verizon per month based on the size and complexity of Customer's implementation.
- 1.8.5 **Back-Up of Data.** Verizon will back-up or replicate the UCCaaS platform operating system, applications, application configurations, and End User directory information and archive backed-up configurations daily. If Customer purchases Information Worker, Knowledge Worker or Power User, the configuration of the voicemail will be backed up, but not the voicemail itself.
- 1.8.6 **Upgrades.** Verizon will perform up to one major software upgrade of the UCCaaS application and features per year, if available and as specified in the upgrade SOR. Such software upgrades will be communicated to, and wherever possible, coordinated with Customer. UCCaaS applications and features versions must be kept to within 2 versions of the most current version supported by the UCCaaS datacenter (example: If UCCaaS platform is at 11.x, Customer version cannot be less than 9.x). It is the customer's responsibility to ensure that Customer maintained applications, devices, hardware and CPE are compatible with the most current version supported by the UCCaaS datacenter. If Customer does not maintain the software upgrade of the UCCaaS application and features, Verizon may terminate Customer's Services for cause, upon written notice to Customer.
- 1.8.7 **Issue Notification.** Verizon will notify Customer of a critical application fault or a critical service-affecting hardware failure.

## 1.9 Customer Responsibilities

- 1.9.1 **Implementation Readiness.** Customer will promptly review the statement of requirements (SOR) provided by Verizon to prepare for UCCaaS implementation. If implementation of UCCaaS is not feasible, or Customer's costs to upgrade its network to a level required for UCCaaS implementation are not acceptable to Customer, Customer will promptly notify Verizon before implementation commences. If Customer requests additional design and/or engineering of UCCaaS, the Parties shall agree to a SOW for such additional design and/or engineering.
- 1.9.2 **End Users.** Customer agrees that the following number of end users will be enabled for UCCaaS services by the date intervals in the chart below.

Number of end users in the aggregate:	Percentage of aggregate end users to be installed within 120 days after 1 <sup>st</sup> location is enabled:	Percentage of aggregate end users to be installed within 240 days after 1 <sup>st</sup> location is enabled:
1,000 or less	40%	80%



1,001 – 5,000	40%	80%
5,001 – 10,000	40%	75%
More than 10,000	35%	70%

1.9.3 **System Changes and Maintenance.** Customer will schedule and inform Verizon of maintenance on or changes to Customer network elements associated with UCCaaS.

1.9.4 **Customer Contact.** Customer will designate a single point of contact who is authorized to make all decisions Verizon may need from Customer, and on a timely basis, provide Verizon's personnel with all information, data, access, and support reasonably needed to meet its obligations. That point of contact will identify a contact at each Customer Site to coordinate receipt of Customer-purchased hardware to ensure the Customer Site is ready to enable Verizon to conduct UCCaaS configuration activities at its data center. The single point of contact also is responsible for signing off on the lower-level design document, which provides line level detail on planned configuration requirements.

## 2. SUPPLEMENTAL TERMS

2.1 **Acceptance Testing.** Verizon will notify Customer when UCCaaS is ready for Customer's testing at each site. Customer will have five business days after that to test UCCaaS and either accept or reject it. Customer shall accept UCCaaS for a site by signing a Verizon-provided acceptance document or as otherwise mutually agreed. If UCCaaS has a material failure, Customer will reject it by giving Verizon written notice of the failure(s) within the five-day testing period. Verizon will then have ten business days to remedy the identified failure(s), as required. If Customer uses UCCaaS for any purpose other than testing during or after the five-day testing period, Customer will be deemed to have accepted UCCaaS. If the five-day testing period passes without Customer rejecting UCCaaS, Customer will be deemed to have accepted it. Customer sites will be billable when accepted.

2.2 **HIPAA Readiness (U.S. Only).** If Customer desires to use UCCaaS in a HIPAA-ready healthcare environment, Customer and Verizon will sign a Business Associate Agreement (BAA) describing the parties' respective responsibilities regarding the use of UCCaaS. The BAA is supplemented by the Exclusions and Customer Actions set forth below.

2.2.1 **Exclusions.** Customer acknowledges the HIPAA readiness of UCCaaS excludes the following capabilities.

1. Telephony recording (e.g., of conversations), other than voicemail messages.
2. Video recording.
3. Instant Messaging Archiving or storing on the UCCaaS data center infrastructure.
4. Speech or voicemail conversion to text.
5. Voice Message backup.
6. Forwarding of Voicemail Messages

2.2.2 **Customer Actions.** If Customer desires to use UCCaaS in a HIPAA-ready environment, Customer will do the following.

2.2.2.1 Integrate UCCaaS applications with its LDAP (lightweight directory access protocol)/Active Directory for authorized users and for user name and password validation).

2.2.2.2 Administer voicemail PIN changes.

2.3 **Emergency Calling.** UCCaaS is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VOIP or TDM services. Customer's use of Voice-enabled UCCaaS may be subject to





emergency calling requirements, and specifically in the U.S., 911 calling requirements arise from the associated VoIP Service. Notwithstanding the Emergency Calling Terms and Conditions applicable to Customer's use of VoIP Service, the following additional restrictions will apply with respect to Customer's use of Voice-enabled UCCaaS.

- 2.3.1 **End User Notification.** Customer is solely responsible for informing its end users about the emergency calling restrictions. Customer's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.
- 2.3.2 **Wireless Devices.** Voice-enabled UCCaaS does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. End users must make emergency calls via their own separate wireless device using their carrier's wireless network.
- 2.3.3 **PCs, Laptops and Tablets.** Emergency calling via Voice-enabled UCCaaS is not supported on computer tablets or other similar devices that have been integrated with UCCaaS VoIP features through a software client. Such calls, if delivered at all, may be delivered to the wrong public safety facility and thus delay or preclude emergency service response, which could result in injury or death. End users of such devices must use other means to make an emergency call.
- 2.4 **Unsupported Use.** Certain service disruptions may occur with UCCaaS and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on UCCaaS. Any use of UCCaaS by Customer, where Customer has modified the Verizon-installed design and/or configuration without Verizon's prior written consent will invalidate the applicable SLAs, and any such modification is grounds for Verizon to immediately terminate services.
- 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 **India.** This clause applies if UCCaaS will be accessed from India. Prior to the Activation Date, Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto (Inspection Pro Forma).

### 3. SERVICE LEVEL AGREEMENT (SLA)

The UCCaaS Commercial SLA is posted at the following URL:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_unified\\_communications\\_and\\_collaboration\\_as\\_a\\_service\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_unified_communications_and_collaboration_as_a_service_sla.pdf) for U.S. Services and non-U.S. Services

The UCCaaS for Government: SLED Edition SLA is posted at the following URL:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_uccaas\\_for\\_gov\\_sled\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_uccaas_for_gov_sled_sla.pdf)

### 4. FINANCIAL TERMS

- 4.1 **General Financial Terms.** Customer will pay the charges specified in the Agreement 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).
- 4.1.1 **MACD Charges.** MACDs are charged either on a per incident basis (Optimized Service only), per end user basis, or as a support block, selectable per Customer site. If ordered per incident, Customer will be billed for and pay the applicable rate for the specific MACD ordered. If ordered on a per end user or support block basis (i.e., a pre-purchased block of changes per month), Customer



will be billed for and pay the applicable rate as specified in the Agreement. If the customer exceeds the number of changes allowed in its pre-purchased support block, Verizon will automatically support the excess MACD requests and charge Customer on a per incident basis. MACD blocks are purchased per site and the entire block is charged even if all the tickets are not used.

- 4.1.2 **MRC Minimum.** Verizon reserves the right to bill a minimum MRC of \$4,500 in aggregate for all UCCaaS orders issued under the Agreement.
- 4.2 **Non-Optimized Service.** Online pricing for Service provided by a U.S. Verizon entity is at [www.verizonenterprise.com/external/service\\_guide/reg/cp\\_uccaas\\_rates\\_charges.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_uccaas_rates_charges.pdf)
- 4.3 **Optimized Service.** Customer will pay the charges for UCCaaS+ specified in the Agreement or a Contract.
5. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to UCCaaS:  
[www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)

### Schedule 1 – Inspection Pro Forma

Schedule 1 – For Customers ordering UCCaaS that will be accessed in India, please go to [www.verizonenterprise.com/external/service\\_guide/reg/uccaas\\_inspection\\_pro\\_forma.dotm](http://www.verizonenterprise.com/external/service_guide/reg/uccaas_inspection_pro_forma.dotm), for the Inspection Pro Forma.



## PROFESSIONAL SERVICES

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  - 1.2 Customer Responsibilities
2. SUPPLEMENTAL TERMS
  - 2.1 Providing Entity
  - 2.2 Service Commitment
  - 2.3 Order Terms and Conditions
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  - 2.5 Performance and Acceptance
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3. FINANCIAL TERMS
  - 3.1 General
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4. DEFINITIONS

### 1. GENERAL

- 1.1 **Service Definition.** Verizon Professional Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW.

- 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 **Customer Responsibilities**

- 1.2.1 **Assistance.** In addition to the Master Terms' assistance provisions, Customer will make available to Verizon: (a) any systems to be tested (both physically and remotely), with normal operating throughput; (b) all system, policy, process or other documentation reasonably requested; (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours.

- 1.2.2. **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment (Diagnostic Facilities) to Customer Equipment for the purposes of performing the Professional Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract.

## 2. SUPPLEMENTAL TERMS

- 2.1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable Order. Verizon controls the means, methods, places and time of its performance of the Professional



Services (including the use of subcontractors and consultants). Nothing in the Order creates an employee relationship between Customer and either Verizon or any employee or agent of Verizon.

- 2.2 **Service Commitment.** Unless otherwise agreed in an Order, the Activation Date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.
- 2.3 **Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment, and the Master Terms. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties.
- 2.4 **Conditions.** A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.5 **Performance and Acceptance.** Notwithstanding any acceptance language in the Master Terms, unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.6 **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.7 **Geographic Limitations.** Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.8 **Non-Solicitation of Employees.** The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.

## 2.9 **Copyright and License**

- 2.9.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All



other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.

- 2.9.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.
- 2.9.3 **License.** For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.
- 2.10 **Warranties and Disclaimers**
- 2.10.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.
- 2.10.2 **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, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services. Customer will indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of these representations and warranties and any representation and warranty clearly stated as such in a SOW.
- 2.10.3 **Security Risk Mitigation.** The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard.
- 2.11 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability therefor.

- 2.12 **Assessment Service Risks.** Professional Services may include one or more of the following activities:  
(a) testing the effectiveness of the business and security policies, training, procedures and controls of





Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). This indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are: (i) knowingly outside the scope of the agreed-upon Assessment Services; or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

- 2.13 **Collection of Netflow Data in Japan.** Due to local legal requirements, Customer must purchase Internet services from Verizon in order to receive services that rely upon Verizon directly collecting live netflow data (e.g., Rapid Response Retainer) from network equipment on Verizon's public backbone network in Japan. In addition to other remedies at law and equity, Verizon may at any time terminate the affected service in Japan if Verizon discovers that Customer has not purchased Internet services from Verizon or if Customer has terminated such Internet services.

### 3. FINANCIAL TERMS

- 3.1 **General.** Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer's reasonable policies regarding substantiation of business expenses, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice (e.g., travel related expenses) will be converted to the currency of Customer's invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred.
- 3.2 **Termination Liability.** For the purpose of calculating Early Termination Charges pursuant to the Master Terms, termination of a Professional Services Order or a particular Project under a SOW is treated the same as termination of a Service. For the purpose of Professional Services, fixed, periodic, or milestone Charges that Customer had committed to pay are deemed recurring Charges.
4. **DEFINITIONS.** The following definitions apply to Professional Services, in addition to those identified in the Master Terms of your Agreement.

Term	Definition
After Hours	Work hours extending beyond Business Hours on a Business Day.
Change Order	A formal Project change request that amends a SOW.
Conditions	Assumptions, expectations and dependencies identified in a SOW.
Deliverables	Reports or other deliverables specified in the applicable statement of work (SOW) and related Service Order.
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site.
Original Customer-Unique Content	The part of a Deliverable that is unique to Customer, first created by Verizon in the performance of a Project, and delivered to Customer under the Service Order.
Project	The Professional Services under a particular SOW.
Verizon Underlying Materials	Underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services.
Weekend Hours	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours.