

Service Attachment Portfolio

GTA Direct Contract

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ACCESS

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1. GENERAL

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

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

1.2 **Standard Features**

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

1.3 **Optional Features**

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

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



1.4 **Customer Responsibilities**

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

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

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

2. **AVAILABLE VERSIONS**

2.1 **Optimized Services – Access+**

2.1.1 **Standard Service Features**

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

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

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

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet virtual connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.
- For Time Division Multiplexing (TDM), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless Connection (Outside the U.S.), Verizon provides a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- For Wireless Connection (Within the U.S.), Verizon Wireless provides a wireless connection (Wireless Service) into Customer's Verizon-provided service or the Internet with LTE Business Internet.
- For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor network interface between a Customer's Private IP service and their equipment within select Third Party data centers. Customer must separately have a suitable existing physical connection to select Third Party vendor networks. Customer must separately have a Contract for the Verizon Private IP service in order to utilize SDI service.



2.1.1.4 **UNI Speed.** For an Ethernet handoff from Customer Equipment, Verizon provides the UNI at the speed ordered by Customer.

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

2.1.2 **Optional Service Features**

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

2.1.2.2 **Wireless Backup (U.S. Only).** With Wireless Backup, Verizon Wireless provides Wireless Service as a backup for Customer's Internet Dedicated or Broadband service into a Verizon-provided network service.

2.1.2.3 **Network Survivability & Diversity.** The following NS&D options are available:

- **Layer 2 Aggregation Geographic Diversity.** With Layer 2 Aggregation Geographic Diversity, Verizon provides two circuits in a mated pair relationship between the Customer Site and the Service Edge of the provisioned circuits. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
- **Customer Premises Diversity (U.S. Only).** With Customer Premises Diversity, Verizon will deliver Access via either a two or four wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** With the Preferred Carrier Designation feature, Verizon will obtain the access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.
- **Network Connection Protection.** With Network Connection Protection, the access circuit will be routed automatically to a secondary route in the event the primary route is unavailable. Both routes share the same Customer handoff and demarcation interface.
- **NS&D options are not available for SDI.** However, for select SDI Customer locations, in addition to the primary interconnect, Verizon may offer a secondary interconnect.

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

2.1.2.5 **Customer-Provided Access.** With the Customer-Provided Access feature, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).



2.1.2.6 Customer Provided UNI (U.S. Only). Where Customer has a qualifying Verizon ILEC UNI (e.g., for an existing Ethernet service), Verizon will deliver Access to that UNI. Details on qualifying UNIs are available on request.

2.1.2.7 Oversubscription. With Oversubscription, Customer may subscribe to more than the Access speed of a circuit. Verizon provides the Oversubscription feature for Customers who may be using Access to connect to more than one Verizon Network service or to connect to more than one endpoint e.g., multiple data centers. Customer is solely responsible for managing its traffic utilization on the circuit to avoid any overutilization which may indiscriminately drop data packets (regardless of the class of service selected by Customer in using a Network service).

2.1.3 Customer Responsibilities

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

2.1.3.2 Customer-Provided UNI. Customers providing the UNI between Verizon's Access service and the Customer's equipment will obtain an LOA authorizing Verizon to order an Ethernet virtual connection to the Customer-provided UNI. Customer will ensure there is adequate capacity on the UNI.

2.1.3.3 Abuse or Fraudulent Use of SIM Cards. Customer will use SIM cards provisioned by Verizon in connection with Access service only to use that service. Any other use is a material breach of the Agreement.

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

3. SUPPLEMENTAL TERMS

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

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



3.2.1 Diversity Availability. Diversity which involves a third party Access provider will be provided only at Customer Sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware of a third party provided Access service failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.

3.2.2 Express Connect; Wireless Backup; Other Wireless Products. The parties acknowledge and agree that any wireless features delivered in the U.S., , are sold and provided by Verizon Wireless.

3.2.3 Wireless Service. Except as otherwise noted in Section 3.2.3.5, the following terms only apply to the provision of Wireless Service sold and provided by Verizon Wireless:

3.2.3.1 Wireless Service Use. Wireless Service must be used for the purpose of connecting a Customer Site to the Verizon-provided network service or the Internet.

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

3.2.3.3 Enhancement of Wireless Service. You must obtain our approval and written agreement before you install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. We may terminate your Wireless Service and pursue any other available remedies if you violate this section.

3.2.3.4 Use of Wireless Service and CPE; MTNs; SIMs. To protect our network, operations, and other customers, we may suspend or terminate service to affected lines, deny activation of new lines or, upon legal notice, may terminate the Wireless Service, if you use the Wireless Service or CPE (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. We will assign one mobile telephone number (MTN) to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the CPE requires a Subscriber Identity Module (SIM) card provided by us, we own any intellectual property or software on the SIM card.



3.2.3.5 **911 Calls.** NEITHER VERIZON NOR VERIZON WIRELESS WILL BE RESPONSIBLE FOR CUSTOMER'S USE OF THE WIRELESS SERVICE PROVIDED UNDER THIS ATTACHMENT OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

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

- Data sharing with another device;
- High Bandwidth constant bit rate (CBR) or High Bit Rate Applications;
- International or domestic roaming;
- Multimedia messaging (MMR)

3.4 Country-Specific Service Limitations

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

3.4.2 **United States – Interstate Service Only.** Access in the U.S. Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access, Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).

4. **SERVICE LEVEL AGREEMENT (SLA).** There is no separate Service Level Agreement for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.).

5. FINANCIAL TERMS

5.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL: 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. In the U.S., the charges for Optimized Access + are at the following URL: http://www.verizonenterprise.com/external/service_guide/reg/cp_access_plus_access_pricing_toc.htm

5.1.1 Administrative Charges

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



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

5.1.2 Off Net Special Build. Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend the installation period.

5.1.3 Special Construction. If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).

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

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

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

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

5.1.6 Express Connect – U.S. Only. Customer will pay Verizon's standard MRC for Wireless UNI plus an NRC that covers all of Customer's usage while Wireless UNI is being used as Express Connect.

5.1.7 Express Connect - Outside the U.S. Customer will pay Verizon's standard MRC for the data plan selected for the Wireless Connection and the Overage usage charges, as applicable.



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

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

5.1.10 When Local Access with Wireless Connection provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Wireless Regulatory Surcharge: \$0.02 per connection per month.

5.1.11 Access Speed Changes. Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access service, for which it will pay early termination charges if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

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

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

5.1.14

5.1.15 Third Party Vendor Charges for Cross-Connection and Extended Wiring. Section 1.4.1 above requires Customer to provide all facilities and internal cabling to connect Customer's site to the Demarcation of the Access circuit. In some instances Customer's site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer's site. In such instances, a third party data center/facility owner may only permit the third party



to install a cross-connection from the Verizon Demarcation to Customer's site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.

5.2

6. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

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



Verizon Calling with Microsoft Teams +

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5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon Calling with Microsoft Teams provides session border controller as a service (SBCaaS) deployed on cloud-based virtual machines in the hosted network services (HNS) environment (or in the public cloud, if available). Verizon Calling with Microsoft Teams is configured to facilitate Customer's Microsoft Teams (MS Teams) service, enabling PSTN calling through Customer's third-party or Verizon-provided (provisioned and contracted separately) SIP Trunking service. For the avoidance of doubt, Verizon does not provide the MS Teams licenses required to provision Verizon Calling with Microsoft Teams. Furthermore, Verizon Calling with Microsoft Teams is not a voice service.

1.2 **Standard Service Features**

1.2.1 **SBCaaS.** As part of SBCaaS, Verizon provides professional services to: (a) enable Customer's users on Microsoft Phone System; (b) configure Verizon's session border controller (SBC) which provides security for Customer's voice calls; and (c) provide Direct Routing configuration from Microsoft Phone System to Verizon's SBC. SBCaaS enables PSTN calling via Customer's third-party or Verizon provided SIP Trunking service. SBCaaS also includes features that may be used for protocol interworking, QoS (quality of service) with other cloud and on-premises PBXs (private branch exchanges). Based on Customer's designated number of users, Verizon will determine the number of SBCaaS instances needed and virtual machine sizing according to Customer's requirements. If Customer requires additional professional services, Customer must sign a separate Order for Verizon's Professional Services engagement.

1.2.2 **SBCaaS Management.** Verizon provides the following monitoring and management activities for each SBCaaS instance configured in the HNS environment.

1.2.2.1 **Monitoring and Management.** Verizon provides proactive monitoring of all SBCaaS instances twenty-four hours a day, seven days a week. Verizon monitors the SBCaaS instances via use of the simple network management protocol (SNMP) and internet control message protocol (ICMP commonly called a "ping") for status and error conditions (e.g. SNMP trap messages). If a problem

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is software-related, Verizon remotely brings the SBCaaS instance back to operational condition. Management of SBCaaS instances includes management of applicable software licenses that may be configured on the SBCs.

1.2.2.2 Notification. Verizon will notify Customer if an error is detected with an instance of SBCaaS. Verizon will then create a trouble ticket and attempt to notify Customer's designated point of contact via e-mail or automated phone message, within 15 minutes of Verizon's determination of an error. If the error is caused by the SBCaaS instance, Verizon will begin troubleshooting the error until the problem is resolved, then the ticket will be closed. If the error is caused by anything other than the SBCaaS instance, Verizon will inform Customer of the error and monitor the ticket and upon resolution by Customer, the ticket will be closed.

1.2.2.3 Customer Portal. The managed services portal (the Verizon Enterprise Center or other website provided by Verizon from time to time (VEC)), is available to Customer 24 hours a day, seven days a week. Customer is limited to 10 user accounts and is responsible for ensuring that all users understand and comply with Verizon's confidentiality requirements. The VEC can be accessed at: www.verizon.com/business.

1.2.2.4 Digital Connect API Gateway. Verizon will provide access to the Digital Connect API (application program interface) gateway (<https://digitalconnect.verizon.com>) (API Gateway) so Customer can develop an API to allow for e-bonding to Verizon for services such as incident management or change management.

1.2.2.5 Change Management Activities. Certain change management activities shown on the VEC as Standard Change Management are provided at no additional charge.

1.2.2.6 Managed SBCaaS Software Updates. Verizon will provide relevant software patches and upgrades as provided by the SBC manufacturer from time to time for installation during a scheduled maintenance period. These software updates are provided as an embedded operating service feature.

1.2.3 Service Sizing. Customer will identify the maximum number of users of its Microsoft Teams service requiring PSTN calling capability. Verizon will then identify the appropriate capacity sizing, per region.

1.3 Verizon Responsibilities

1.3.1 Demarcation. Verizon will provide the demarcation of Verizon Calling with Microsoft Teams at the interface of Direct Routing and Microsoft Phone System.

1.4 Customer Responsibilities

1.4.1 IP Addresses. Verizon will designate IP addresses for use with Verizon Calling with Microsoft Teams. Customer will not use non-approved IP addressing on Verizon Calling with Microsoft Teams. Verizon also reserves the right to use border gateway protocol (BGP) routing when Verizon Calling with Microsoft Teams terminates via a Verizon-provided SIP Trunking service.

1.4.2 Customer Notifications. Customer shall report any detected issues with their MS Teams service to the Verizon customer service center.



1.4.3 **Documentation.** All copies of any recommendations, documentation, VEC printouts, or other materials in any media form provided to Customer by Verizon will be treated by Customer as Verizon Confidential Information. Customer Confidential Information, if embedded in the above, shall continue to be treated as Customer Confidential Information.

1.4.4 **VEC or API Gateway User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.

2. SUPPLEMENTAL TERMS

2.1 **Services Disclaimer.** Verizon makes no warranties, guarantees, or representations, express, or implied that i) Verizon Calling with Microsoft Teams will protect the Customer network from intrusions, viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or destructive programming routines; ii) any security threats and vulnerabilities will be prevented or detected; or, iii) the performance by Verizon of Verizon Calling with Microsoft Teams will render Customer's systems invulnerable to security breaches.

2.2 **Additional Documentation in India.** This clause applies if Verizon Calling with Microsoft Teams 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).

2.2.1 **India Call Detail Records.** In accordance with regulatory requirements, and as applicable to other service providers (OSP) in India, OSP registered Customers and Customers' Affiliates in India accessing Verizon Calling with Microsoft Teams 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.

2.3 **SIP Trunking Prohibitions.** Customer is not aware of any prohibition preventing interconnection between Verizon Facilities and Customer's third party SIP Trunking provider. Customer also acknowledges that the country from which SBCaaS is provided may differ from the country of the associated SIP Trunking service.

2.4 **Emergency Calling.** Verizon Calling with Microsoft Teams is not a voice service and all emergency calling requirements, and specifically in the U.S., 911 calling requirements, are the responsibility of the provider of 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 Verizon Calling with Microsoft Teams.

2.4.1 **Emergency Calling Testing.** Emergency calling testing for both native and ported numbers must be performed by Customer, unless additional professional services are ordered via a separate Professional Services Order. Customer must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

2.4.2 **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.



2.4.3 **Wireless Devices.** Verizon Calling with Microsoft Teams 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.

2.4.4 **PCs, Laptops and Tablets.** Emergency calling using MS Teams enabled by Verizon Calling with Microsoft Teams is not supported on computer tablets or other similar devices that have been integrated with Verizon Calling with Microsoft Teams 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.

3. SERVICE LEVEL AGREEMENT (SLA)

The SLA for Verizon Calling with Microsoft Teams may be found at the following URL: www.verizon.com/business/service_guide/reg/Verizon-Calling-with-Microsoft-Teams-sla.pdf

4. FINANCIAL TERMS

4.1 **Rates and Charges.** Customer will pay the per-user monthly recurring charges (MRCs) for Verizon Calling with Microsoft Teams as specified in pricing catalog for the GTA Direct Agreement with Verizon (98000-GTADirect-CONTRACT-4666-VER). Customer will pay additional MRCs and NRCs, as applicable, for any equipment management required or for optional services or features that may be ordered by Customer under the Agreement. Verizon Calling with Microsoft Teams MRCs are fixed. The charges are quoted in United States dollars and will be billed in the invoice currency.

4.2 **One-Time Management Charges.** Optional Change Management (OCM) provides additional remote change management support for Verizon Calling with Microsoft Teams. Customer can order specific OCM activities through the Verizon VEC. The Standard Change Management activities shown in the VEC are included in the MRC of Verizon Calling with Microsoft Teams Service.

4.3 **Managed Implementation Charges.** Depending upon network readiness, additional equipment or equipment upgrade may be required. Equipment and equipment management costs are not included in the MRC shown in a Contract. Any additional CPE required for this Service will be provided under a separate agreement.

5. **DEFINITIONS.** The following definitions apply to Verizon Calling with Microsoft Teams in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Direct Routing	Direct Routing is a way to provide a PSTN connection to Microsoft Teams users so that they can make and receive external phone calls on any device using MS Teams.
Microsoft Phone System	Microsoft's technology for enabling call control and PBX capabilities in the cloud with Microsoft Teams.

Schedule 1 – Inspection Pro Forma and Cover Letter from the Indian based Customer, or where Customer is not based in India, from Customer’s Indian based Affiliate/Participating Entity/End User

□



Enter VLE as on the Service Order Form (“Verizon”)

Enter VLE address as on the Service Order Form

Enter VLE address as on the Service Order Form Enter

VLE address as on the Service Order Form

TO WHOM IT MAY CONCERN

We refer to the Agreement or Service Order (Agreement) entered into between the Verizon legal entity (VLE) referred to in the Inspection Pro Forma and Customer legal entity (CLE) **Enter Customer Name from Agreement/Service Order** (“Customer”). Pursuant to the Agreement, Verizon will be providing us with Verizon Microsoft Teams Calling services accessed in India (“Services”):

As the beneficiary of the Services in India we now provide the signed Inspection Pro Forma.

If we are an OSP¹ we understand that we must provide details of the OSP Permanent Registration Certificate duly issued to us by the Department of Telecommunication before the Services can be provided.

We understand that the completion of the Inspection Pro Forma and receipt of the relevant documentation is a critical annual compliance activity for Verizon in accordance with its License terms and applicable laws and we agree to co-operate, as requested by Verizon, in completing and signing an Inspection Pro Forma and providing the required documentation.

Agreed for and on behalf of:

ENTER CUSTOMER OR CUSTOMER'S INDIAN BASED AFFILIATE/ USER DETAILS

By its authorized signatory

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

¹ **Definition: Other Service Provider (“OSP”)** means an entity that provides any applications services such as telebanking, tele-medicine, tele-education, tele-trading, e-commerce, call center, network operation center and other IT Enabled Services, by using telecom resources provided by authorized telecom service providers (such as Verizon).

□

INSPECTION PRO FORMA

CUSTOMER/END USER DETAILS		
Serial Number	Information Required	Details/Response
1	Verizon Entity on Service Order Form	Verizon Entity on Service Order Form
2	Corporate Identification Number(CIN) (CIN of the <u>Indian based</u> Customer/End User of Verizon Services in India) Registered Name Registered Office Address	Corporate Identification Number(CIN) Registered Name Registered Office Address
3	Customer/User Authorized Signatory (Details of the Authorized Signatory of the <u>Indian based</u> Customer/End User of Verizon Services in India) (Name, designation and Mob No)	Customer/User Authorised Signatory Name Designation and Mob No
4	Customer/User Operational Contact Person (Name, designation and Mob No)	Customer/User Operational Contact Person Designation and Mob No
5	Activities/Nature of business of the Customer/User	Activities/Nature of business of the Customer/User



6	Details of OSP registration	OSP number: Issue date: Locations covered under OSP:
7	Usage	What is the customer using the service for - Details:

INSPECTION PRO FORMA
Confirmation by the Recipient/End User of the Service

1. We confirm that to the extent we undertake activities that require approval/registration from the relevant telecom authority including as an Other Service Provider (OSP) that we have obtained or will obtain such approval/registration.
2. Where we have EPABX equipment in use in relation to the Services, we attach a certificate from the EPABX equipment vendor that:
 - (a) Certifies that the EPABX equipment has not been tampered with in violation of the National Numbering Plan specified by the Department of Telecommunications (DOT); and
 - (b) In the event a single EPABX is used for terminating PSTN and IP traffic, further certifies that logical partitioning has been done on the EPABX to prevent free flow of traffic between the PSTN of India and IP network. The EPABX will not be commissioned prior to providing such certification to Verizon.
3. We will cooperate with and provide to Verizon all such information, records and other relevant materials, access to Services, access to equipment and software directly or indirectly connected to or interfacing with Verizon Facilities as may be reasonably required for Verizon to comply with local requirements including applicable laws in India.

Signed:

(Customer Authorized Signatory with Name

& Designation)

Date:

Place:



CONFERRING

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Standard Service Features
 - 1.3 Customer Responsibilities
2. SUPPLEMENTAL TERMS
 - 2.1 Emergency Calling
 - 2.2 Protected Health Information (U.S. only)
 - 2.3 On Line Password for Access to Service and CPNI
 - 2.4 Cisco Universal Cloud Terms
 - 2.5 Call Recording
 - 2.6 Service Commitment Period
 - 2.7 Verification and Extraordinary Events
3. FINANCIAL TERMS
 - 3.1 General
 - 3.2 Other Applicable Charges
4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Conferencing combines Cisco Webex conferencing with Verizon's dial-in and dial-out audio connectivity, providing a multipoint service enabling Customer to conduct a collaboration session and transmit text, documents, data or images (collectively, data) via the Internet. Data can be sent on a one-way, one-to-many, view only basis or on a multipoint, many-to-many, collaborative basis. Meeting Leaders and Participants must have browser access to the Internet. Leaders and Participants may include an accompanying audio conferencing call. Customer's use of features and functions, including newly available ones, is governed by applicable terms and conditions and Customer will pay then-current standard rates.

1.2 **Standard Service Features**

1.2.1 **Collaboration Flex Platform.** Collaboration Flex is a single subscription cloud-based platform providing access to collaboration services and software, which Customer can mix and match depending on users' needs.

1.2.1.1 **Collaboration Flex Subscription Packages.** Collaboration Flex subscription packages include the following:

- **Collaboration Flex Named User.** The Collaboration Flex Named User Package provides an identified Leader with a license, granting that individual access rights to the Collaboration Flex platform. Named User allows Customer to purchase at a per user rate in various increments.
- **Collaboration Flex Enterprise Agreement.** The Collaboration Flex Enterprise Agreement Package provides Customer with a subscription license for each Named User Employee. Each Named User will receive a unique account that may not be shared or used by anyone other than the designated Named User. This package requires a minimum purchase of 250 licenses. This package is subject to the True Forward Service Order process.
- **Collaboration Flex Active User.** The Collaboration Flex Active User Package provides Customer with a subscription for each Named User Employee. However, Customer only pays for those Named User Employees who are active in a given month above a minimum purchase of 40.

1.2.1.2 **Collaboration Flex Webex Service Options.** The following service options are available with Collaboration Flex:

- **Webex Messaging.** Provides unlimited messaging and allows users to share content within shared spaces. Users can perform 1-to-1 and group messaging with perpetual content for identified teams. Users may host a Webex meeting with any number of participants based on the Webex team space they are participating in.
- **Webex Messaging File Storage.** Provides each Knowledge Worker with 20 GB of file storage through the Webex Teams Messaging application.



- **Webex Conferencing Services.** In addition to Webex Messaging and Webex Meetings capabilities within the Webex Messaging client, Customers can purchase the following subscription packages:
 - Webex Meeting Center service with capacity of 1,000 attendees per session and up to 75 attendees join using Cisco Webex Teams or Cisco TelePresence applications or SIP attendees.
 - Webex Training Center service with capacity of 1,000 attendees per session. ○ Webex Event Center service with capacity of 1000 attendees per session. ○ Webex Event Center service with a capacity of 3000 attendees per session. ○ Audio Broadcasting (used with Event Center only).
 - Webex Support Center service with capacity of 5 attendees per session.
- **Content management.** Collaboration Flex Plan provides Customer with unlimited cloud Network Based Recording (NBR) storage for WebEx conferencing services. An additional fee is associated with this feature when purchased as part of the Named User license model.
- **Cloud Connected Audio.** Cloud Connected Audio (CCA) enables Webex-integrated audio conferencing via audio bridges hosted in Cisco's network.
 - **Service Location Availability.** Outside of the U.S., availability for CCA will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.
 - **Codec and Signalling Support.** CCA works only with G.711, the audio compression codec. Customer is responsible for transcoding any non-G.711 audio media stream to G.711.
 - **Cisco WebEx Cloud Infrastructure.** CCA does not dedicate any equipment or bandwidth to any specific customer's audio traffic. All Customer traffic will traverse over shared infrastructure which includes Cisco Webex data center equipment, audio bridge, and other servers and all connections between them.
 - **Telecommunications Access.**
- **Pro Pack.** Pro Pack provides administrative tools for advanced security, compliance and analytics functions.
- **Administrative Portal.** The Administrative Portal allows administrators to manage services and users, provision devices, view detailed analytics and reporting, and configure security and compliance policies.

Note: Customer and conference participants are responsible for telecommunications costs incurred in accessing the Service.

1.2.1.3 **Cisco Webex Care.** Cisco Webex Care is a digital customer support solution for help desks and small teams. Cisco Webex Care offers chat and callback services and enables connected digital experiences by supporting customer care teams who want to deliver contextual, continuous, and capability-rich customer journeys. Cisco Webex Care is offered on a per-Knowledge Worker basis.

1.2.2 **Cisco Webex EDGE Connect.** EDGE Connect provides a dedicated, managed, Quality of Service (QoS)-enabled IP peering link from Customer's premises directly to the Cisco Webex backbone via the Equinix cloud exchange. This is an alternative to using the public internet to connect to Webex. Peering links are available at four capacity levels: 500 MG, 1 GB, 5 GB, and 10 GB.

1.2.3 **Training and Support.** User adoption services are available in 50 and 100 hour packages.

1.3 Customer Responsibilities

1.3.1 **Responsibility for Charges.** Customer shall be responsible for payment of rates, fees, charges and surcharges incurred for all use of Conferencing Services including, without limitation, unauthorized use of Conferencing Services.

2. SUPPLEMENTAL TERMS

2.1 **Emergency Calling.** The calling features of Verizon's Webex Services are not voice services and can be used to receive and make calls, including emergency calls, **only** when used with third party-provided or Verizon-provided VOIP or TDM services.

2.2 **Protected Health Information (U.S. only).** If Customer is a HIPAA-covered entity, this provision will apply. Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" ("PHI") that would make Verizon a "business associate" to Customer (as both terms are defined at 45



C.F.R. § 160.103). If Customer uses Conference Recording, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer's Moderator will delete all such references from the recording. In connection with Conferencing, Verizon does not create, receive, maintain, or store Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. Conferencing is not equipped to store or otherwise maintain such PHI. Therefore, although it is possible for Customer to record PHI via a Conferencing recording feature, Customer agrees that neither it nor its Participants will use Conferencing to engage in such recording or store PHI. To the extent this prohibition is violated, Customer is fully responsible for the consequences.

2.3 On Line Password for Access to Service and CPNI. At the time Conferencing Service is established, Verizon will provide Customer's designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access Conferencing Services and obtain information about Conferencing Services online that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the Password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is authorized to use the Password to establish Conferencing for Customer personnel and to disclose the Password for Conferencing and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Conferencing and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.

2.4 Cisco Universal Cloud Terms. The Cisco Universal Cloud Terms (UCA) shall govern Customer's use of the Business Messaging and Meetings; however, Section 2.6.3 below takes precedence over any conflicting provisions therein. The UCA is at www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf.

2.5 Call Recording. Customer may record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference. Verizon is not responsible for managing or deleting Customer's call recordings. Customer is responsible for compliance with any applicable laws or regulations with regard to call recordings, retention periods and deletion.

2.6 Service Commitment Period

2.6.1 Service Commitment. Unless otherwise stated in the Customer quote, the Service Commitment period for Conferencing is 12 months. In addition, and unless otherwise stated in the Customer quote, the Subscription Period for Collaboration Flex and/or Cloud Connected Audio/CCA (collectively, Standard Service Features) is 12 months. If the length of Customer's Subscription Period for the applicable Standard Service Feature(s) extends beyond the current Service Commitment period for Conferencing, the Service Commitment period for Conferencing shall extend for the full duration of Customer's Subscription Period for the applicable Standard Service Feature(s).

2.6.2 Service Renewal Notice. If Customer wishes to renew its Collaboration Flex and/or CCA subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period by using the Verizon Enterprise Center (VEC) portal.

2.7 Verification and Extraordinary Events. With respect to Collaboration Flex Employee Count, Named User, and Active User options:

2.7.1 Verification. Verizon may review pertinent Customer records during Normal Working Hours to verify Customer's usage of the Named User packages.

2.7.2 Extraordinary Event. Customer must inform Verizon in writing of any Extraordinary Event within 30 days of its occurrence. If an Extraordinary Event occurs, or Verizon determines that Customer is misusing Conferencing in accordance with the above, Verizon will bill Customer and Customer must promptly pay the rates and charges arising from Customer's increased usage of Conferencing.

3. FINANCIAL TERMS



3.1 **General.**

3.1.1 **Taxes- Primary Place of Use (U.S. only).** In the case of web based conference calling services, the primary place of use (PPU) location of each conference Leader will be designated in writing by Customer and used as the location(s) for taxing purposes. Where the location(s) of each conference Leader is not designated by Customer, Customer will designate in writing the PPU's that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.

3.1.2 **Taxes- Primary Place of Use (outside U.S.).** If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.

3.2 **Collaboration Flex Subscription Model**

3.2.2 **Collaboration Flex Named User.** Customer is invoiced for each Collaboration Flex Named User account purchased, irrespective of usage, and based on the date the account is provisioned by Cisco.

3.2.3 **Collaboration Flex Enterprise Agreement** Customer will pay an MRC as a subscription license. Customer will be entitled to provision 120% of the agreed Knowledge Worker count (Growth Allowance). Provisioned Knowledge Workers will receive a unique account that may not be shared or used by anyone other than the designated Knowledge Worker. A Knowledge Worker account may not be transferred to another Knowledge Worker, except upon (i) termination of the Knowledge Worker's employment or (ii) with Cisco's prior written approval. This Collaboration Flex Enterprise Agreement model requires a minimum purchase quantity of 250 licenses. Customer must purchase a license to access the services or software for every Knowledge Worker. If at any time during the Service Commitment period the quantity of provisioned Knowledge Workers exceeds the Customers Growth Allowance, Customer shall notify Verizon of this increase and execute a True Forward Service Order. Customer may not decrease the Knowledge Worker quantity at any point during the Customer's subscription term. The Customer will be invoiced based on the date the subscription license is provisioned by Cisco.

3.2.4 **Flex Active User.** Customer will pay an MRC for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. Customer's Site Administrator will be able to add additional Leaders to Customer's Named User site, to a maximum of 120% of Customer's Initial Knowledge Workers, as determined by Verizon and Cisco in cooperation with Customer at the time of the addition, without notifying Verizon or paying additional license fees. If Customer wishes to renew its Active User option, it must notify Verizon 45 days prior to the end of its current subscription period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of: 15% of Customer's Employees as determined by Verizon and Cisco, in cooperation with Customer; or (ii) the average number of Named Users using Active User during months 9, 10, and 11 of Customer's current Subscription Period; or (iii) 40 Active Users. The following conditions also apply:

- **Purchased Minimums (Meetings).** The following purchased minimums are applicable for new and existing customers.



- **New Customers.** The Collaboration Flex Active User package allows Customer to purchase a number of Named User licenses equal to at least the Initial Knowledge Worker count, with a minimum purchase of 40 licenses for a subscription period of 12 months.
- **Existing Customers.** If Customer is an existing Collaboration Flex customer, then its initial purchase of Flex Active User licenses from Verizon will not be less than the greater of 15% of the Initial Knowledge Worker count, or its current number of Named User licenses, with a minimum purchase of 40 licenses in either case for a subscription period of 12 months.

3.3 **Other Applicable Charges.** Customer will pay the charges for Conferencing specified in the Service Order Form and/or the Agreement, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4. **DEFINITIONS.** The following definitions apply to Conferencing, in addition to those identified in the Master Terms of the Agreement and the administrative charge definitions at the following URL www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Terms	Definitions
Active User	Customer's employee who uses the Named User account to host 1 or more WebEx web conferencing Meetings in any given billing period.
Audio Conferencing	Multiple audio lines connected for a multi-point phone call.
Administrative Portal	A website accessible to the Customer-identified administrator for the system. The administrator can make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution.
Capacity	The number of Participants that may attend each meeting.
Employee / Knowledge Worker	Full- or part-time employee or third-party contractor of Customer and its Affiliates.
Enterprise Agreement	Buying model providing a license to access the services or software in Customer's subscription for every Knowledge Worker, subject to an agreed minimum quantity.
Employee Count	The number of employees as of the date of Customer's Service Order.
Enrolled Number	The number of licenses purchased by Customer for a Collaboration Flex Subscription, with a minimum purchase of 40 licenses.
Extraordinary Event	A merger, acquisition, divestiture, or layoff that occurs during an enrollment period and changes the number of employees by more than 20% from the Employee Count.
Initial Total Employees	A number of licenses equal to at least 15% of Customer's Employee Count, as determined by Cisco and Verizon in cooperation with Customer.
Leader	The Customer contact requesting a conference.
Meeting	A virtual meeting hosted on the Cisco Meeting Server by a Collaboration Flex licensed user.
Participant	Any Customer-authorized party joining a conference.
Password	An authorization code provided to Customer's Billing point of contact.
Subscription Period	A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates.
Site Administrator	Person responsible for all administrative duties for the Customer-specific website.



True Forward Service Order	An updated Service Order reflecting the revised Employee Count and adjusted applicable charges.
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CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

1. GENERAL
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 - 1.2 Platforms
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3. SUPPLEMENTAL TERMS
 - 3.1 Delivery
 - 3.2 Title and Security Interest
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4. FINANCIAL TERMS
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 - 4.2 Additional Charges
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 - 4.4 Unreturned Replaced Parts
 - 4.5 Troubleshooting Dispatch Charges
 - 4.6 Customer Network
 - 4.7 Moves, Modifications or Changes
5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** With Customer Premises Equipment (CPE) and Related Services, Verizon will provide Customer (a) title or use of CPE and license for Software (collectively, a System), and (b) related Deployment and Maintenance for Systems or for Customer-furnished equipment (CFE), subject to availability.
- 1.2 **Platforms.** Except where explicitly stated otherwise, the terms of this Service Terms apply to Optimized Service (denoted with a + and sometimes referred to as Rapid Delivery) and non-Optimized Service. The non-Optimized Services include Services previously provided under the names Voice and Data Equipment and Related Services, CPE and Related Services, and CPE (as sold by MCI Communications Service, Inc. d/b/a Verizon Business Services).

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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

2.1 Equipment Procurement.

2.1.1 **Service Definition.** With Equipment Procurement, Verizon provides a System to Customer – either for purchase, monthly recurring plan (MRP) or Direct Third Party Arrangement.

2.1.2 **Purchase.** With purchase, Verizon provides Customer title to hardware and a license for its software.

2.1.3 **MRP.** With MRP, Verizon provides Customer use of hardware and a license for its software.

2.1.4 **Direct Third Party Arrangement.** With Direct Third Party Arrangement, Verizon provides Customer use of CPE and a license for Software with the understanding that Customer enters into a separate financing arrangement with a third party from which Verizon has agreed to accept payments on Customer's behalf. Customer remains responsible to Verizon for payment and other obligations under these Service Terms if they are not fully satisfied by the third party.

2.2 Deployment Services.

2.2.1 **Service Definition.** With Deployment Services, Verizon provides staging, installation, implementation, move/add/change, de-installation, and/or custom services ordered by Customer.

2.2.2 **Standard Service Features.** Verizon provides Deployment Services in a timely manner, during Business Hours, and will make reasonable efforts to meet Customer-requested dates.

2.2.3 **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.

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.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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)**

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

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

Verizon Care

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

- Verizon will isolate System defects of which it has received notice.
- Verizon will repair or replace defective Systems or parts as needed.
- Where Systems or parts are replaced, Verizon will use new or like new replacements of like kind and functionality from a manufacturer of Verizon's choice.
- Verizon will restore the System to its prior working condition, except that Verizon will restore software to the last configuration implemented by Verizon, or to a later configuration if provided to Verizon by Customer.
- Verizon will provide Verizon Care during the period of time that the manufacturer supports the affected System. After that, Verizon will use reasonable efforts to provide Verizon Care until Customer upgrades or replaces the affected System.
- **Fault Monitoring.** Fault Monitoring is available for approved devices at no additional charge. Verizon will monitor temperature, power, and fan operation against Verizon-defined thresholds. Verizon will e-mail a notification of fault to Customer. Customer may open a trouble-ticket at its discretion. Customer may enable CE monitoring services by provisioning and configuring their router for SNMP polling and providing CE IP address and read-only community strings.

2.3.1.3 **Optional Service Features.**

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

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

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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.** <http://www.cisco.com/go/servicedescriptions> □ **Juniper Services.** www.juniper.net/support/guidelines/990216.pdf.
- **Polycom Services.** www.polycom.com
- **Riverbed Services.** 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. 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 www.actifio.com/eula. Also for TSPA see www.actifio.com/resources/actifio-support-and-maintenance-policy/ for Actifio support and maintenance and www.actifio.com/resource-center/ for Actifio hardware, software and services descriptions.
- **iDirect:** <http://www.idirect.net/end-user-software-license-agreement.aspx>
- **SecureLogix Corp:** <https://securelogix.com/services>

3. SUPPLEMENTAL TERMS

3.1 Delivery.

3.1.1 **Purchase and Direct Third Party Arrangement.** Where a System is purchased and delivered within the same jurisdiction, delivery will be FOB Destination, freight paid and added to the invoice as defined in Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws. Where a System is purchased locally, but delivered from another jurisdiction, provided Verizon has a legal presence that can serve as importer of record, delivery will be DDP. Otherwise, in all other circumstances, delivery will be DAP.

3.1.2 **MRP.** For MRP, provided Verizon has a legal presence and serves as importer of record, System delivery to Customer Sites will be DDP. Otherwise, delivery will be DAP.

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3.1.3 Where the delivery term is DAP, Customer will act as importer of Record and pay all import duties, fees, and taxes, if any, using Customer's Tax Registration Number. Where the delivery term is DDP, Verizon will act as importer of record.

3.2 **Title and Security Interest.**

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

3.2.2 **Direct Third Party Arrangement.** Where a System is purchased and delivered within the same jurisdiction, Verizon keeps title until fully paid then title passes to the Customer's chosen third party finance company. For other purchase transactions, title to the System passes to the third party finance company at the designated delivery point.

3.2.3 **MRP.** Title and security interest terms for MRP transactions are located in the "Title and Security for Systems Under MRP" section below.

3.2.4 **Maintenance.** For Systems to which Customer holds title, upon replacement, Customer will hold title to the exchanged unit and Verizon will hold title to the replaced System or the part of a System that was replaced.

3.3 **Risk of Loss.**

3.3.1 **Risk of Loss to a System.** Risk of loss or damage to a System passes to Customer when delivered to the Customer Site, or co-located in Verizon's facilities, or Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import), whichever is earlier. Customer will give notice to Verizon if the System is lost or damaged as soon as Customer becomes aware of it.

3.3.2 **Risk of Loss to Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon when delivered to the Verizon-designated location, or Verizon takes shipping responsibility, whichever is earlier. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer when delivered to the Customer Site or Customer takes shipping responsibility, whichever is earlier.

3.4 **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.

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 five Business Days after installation (the Test Period). Customer accepts the System by signing the Verizon-provided acceptance document or other mutually-agreed procedure (Customer Acceptance). Customer rejects the System by giving Verizon written notice of its specific material failure. Verizon will address within 10 days any issues documented by Customer during the Test Period. If during the Test Period, Customer does not reject the System, or begins using it for non-testing purposes, Customer will be deemed to have accepted the System after the ending of the Test Period.

3.6 **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 PREMISES EQUIPMENT AND RELATED SERVICES

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. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.
- 3.9.3 **CPE Deployment Services Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of 30 days after installation unless the failure of the cables and connectors is caused by Customer's misuse or abuse.
- 3.9.4 **THE WARRANTIES IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.**
- 3.10 **Customer Obligations.** In order for Verizon to provide CPE and related Services quickly and effectively, Customer will do the following:

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- 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 Hazardous Substances and Conditions. Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) or hazardous conditions at any Customer Site. If Verizon representatives encounter any such hazardous substance or condition, Verizon may immediately suspend performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate for Cause.

3.12 Export, Import and Sanctions Compliance

3.12.1 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.

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

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

- 3.13 **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.
- 3.14 **MRP-Specific Terms.**
- 3.14.1 **System Use.** Customer may use a System only on a Customer Site or co-located in Verizon's facilities. The System must be dedicated to use for Customer's benefit and only for Verizon Services in accordance with Verizon's reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon. Systems may not be moved across international borders. To obtain MRP for Equipment Procurement, Customer also must purchase Verizon Deployment with Enhanced Staging and Implementation, and Maintenance Service as applicable.
- 3.14.2 **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.
- 3.14.3 **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.
- 3.14.4 **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 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.
- 3.14.5 **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.
- 3.14.6 **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.
- 3.14.7 **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

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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.

3.14.8 RESERVED.

3.14.9 **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.

3.14.10 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee, Verizon will cause the System to be inspected and certified acceptable for the manufacturer's maintenance service. If any of the System is not in good repair, condition and working order, excluding ordinary wear and tear, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing the System up to that status, but not in excess of the System Casualty Value.

3.14.11 **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.

3.14.12 **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.

3.14.13 **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

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

another commercial code or statute with respect to a default by a lessor as such sections may be applied to MRP.

- 3.14.14 **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. FINANCIAL TERMS

- 4.1 **Charges.** Customer will pay the charges including but not limited to import duties, freight, and shipping and delivery (which may be identified as landed costs), for the System and CPE Services as set forth in the applicable quote and reflected in a Service Order. For CPE which is procured by Verizon in a currency other than the currency of the quote, quotes may be adjusted to reflect currency changes after 14 days from the date of issuance up to the time of Customer Service Order acceptance. Customer will also pay the charges at the following URL:

www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm

- 4.1.1 **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.

4.2 Additional Charges

- 4.2.1 **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.
- 4.2.2 **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.
- 4.2.3 **Out of Scope Work.** If Customer requests Verizon perform services at locations outside of the specified service area or outside the scope of the defined CPE Deployment Services or Maintenance, Customer will pay Verizon its then current prevailing labor rate for travel, and/or time and material labor rate.
- 4.2.4 **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.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

4.2.5 **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.

4.3 **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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

5 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.

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



INTERNET DEDICATED SERVICE

1. GENERAL
- 1.1 Service Definition
- 1.2 Standard Service Features
- 1.3 Optional Service Features
2. SUPPLEMENTAL TERMS
- 2.1 Resale
- 2.2 Installation
- 2.3 Voice Over IP (VoIP) Restrictions
3. SERVICE LEVEL AGREEMENT
4. FINANCIAL TERMS
- 4.1 Optimized Services
5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Internet Dedicated Service provides access to the Internet via the Verizon Network.
 - **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.** Verizon provides Internet Dedicated with the following standard features: □
7x24 hour customer support, monitoring and notification.
 - Static or dynamic IP routing.
 - Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses are provided by Verizon to be used by Customer for transporting Internet traffic with Verizon’s Internet Dedicated Service. Acquiring or downgrading Verizon’s Internet Dedicated Service as a method solely to obtain or retain IP addresses is not permitted.
 - Traffic utilization statistics.
- 1.3 **Optional Service Features.** Customer may select any of the following features:
 - 1.3.1 **Diversity.** With Diversity service, 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.
 - 1.3.2 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with Internet Dedicated, plus the following domain name services:
 - **Domain Name Registration.** If Customer orders Domain Name Registration, Verizon will apply for and enter into a registry agreement to register domain names on Customer’s behalf.
 - 1.3.3 **Non-Optimized Service-Only Optional Features – Shadow Service.** With Shadow Service, Verizon provides backup access to its Network on a second equivalent circuit (connecting to a Verizon POP) for use in the event of an outage on the primary circuit.

2. SUPPLEMENTAL TERMS

- 2.1 **Resale.** Internet Dedicated is designed for use by Customer and its direct end users. If Customer wishes to resell Internet Dedicated in its entirety to another person or entity, it will first work with Verizon to agree upon the terms and conditions appropriate for resale.



2.2 **Installation.** Installation of Internet Dedicated will be performed Monday through Friday during Normal Working Hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge.

2.3 **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. Customer shall comply with such regulations, as applicable.

3. **SERVICE LEVEL AGREEMENT (SLA).** The SLA for Internet Dedicated is set forth at: www.verizonenterprise.com/external/service_guide/reg/cp_ids_plus_sla.pdf (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations.

4. **FINANCIAL TERMS**

4.1 **Optimized Service.** Customer will pay the charges for Optimized Internet Dedicated Service specified in the Agreement, including those below and at the following URL: 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.

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

For Optimized Service, Customer selects from one of the following Internet Dedicated pricing plans. Customer may change to a different pricing plan, or upgrade or downgrade within a pricing plan, once per calendar month per circuit, at any time after the Service Activation Date.

4.1.1. **Tiered Service Plan.** With Tiered Service, Verizon provides Internet access at the Customer-selected speed (Tier).

4.1.2. **Broadband Pro Plan.** With Broadband Pro Plan, Verizon provides Internet access at the Customer-selected speed (Tier). A Service Level Agreement is not available with the Broadband Pro Plan.

4.1.3. **Burstable Service Options Plan.** With Burstable Service, Customer may subscribe to a Bandwidth Commitment which is less than the full speed of the selected Internet Dedicated Service and may subsequently burst to the full speed of the selected Internet Dedicated Service as required.

Customer may request changes to Burstable Aggregation Group once per calendar month. When Customer requests a new Bandwidth Commitment or change to a Burstable Aggregation Group, Verizon will implement the new Bandwidth Commitment or changed Burstable Aggregation Group on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Verizon's records and data are the basis for all calculations.

For Burstable Service, Customer selects one of the following Burstable Internet Dedicated pricing plans.

4.1.4 **Burstable Select.** If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per circuit



for any month, Customer will pay the price for each Mbps over the circuit's respective Bandwidth Commitment.

4.1.5 **Burstable Aggregation.** Customer may associate multiple Internet circuits together as a Burstable Aggregation Group and will designate a Master Site within each defined group. Customer will pay the overage price based on the Master Site rates for each Mbps over the Measured Use Level in a month for the sum of the Bandwidth Commitments within a Burstable Aggregate Group.

4.1.6 **DDoS.** Customer will pay monthly recurring charges (MRCs) for DDoS as set forth in the applicable Agreement.

5 DEFINITIONS The following definitions apply to Internet Dedicated, and the administrative charge definitions at the following URL: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Bandwidth Commitment	Means the portion of a port speed which Customer may use in a monthly period without incurring an overage charge.
Burstable Aggregate Group	Is a group of circuits aggregated together for the purpose combining the Measured Use Level for the aggregated circuits for the Burstable Aggregation service.
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
Master Site	The circuit within a Burstable Aggregate Group that determines the overage Mbps price. There can only be one Master Site designated per Burstable Aggregate Group.
Measured Use Level	To calculate Customer's "Measured Use Level," Verizon samples Customer's Service usage periodically throughout a given month. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest five percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Verizon took 100 samples of Customer's 100 Mbps Service in a given month and Customer's highest six samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.35 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.



MANAGED WAN SERVICE

- 1. GENERAL
 - 1.1 Service Definition
 - 1.2 Standard Service Features
 - 1.3 Optional Service Features
 - 1.4 Customer Responsibilities
- 2. SUPPLEMENTAL TERMS
 - 2.1 Network Discovery
 - 2.2 NE and NA Services Disclaimer
 - 2.3 VEC, API Gateway, or Web Portal User Names and Passwords
 - 2.4 VoIP Restrictions
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- 4. FINANCIAL TERMS
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- 5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Managed WAN Service (Managed WAN) provides a range of service options enabling Customer to transfer all or part of its wide area network management to Verizon, including network design, CPE configuration, service installation, proactive monitoring, fault notification, reporting, device management and software support (subject to availability).

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service and non-Optimized Service.

1.2 **Standard Service Features.** Managed WAN is offered at four service levels. The features and responsibilities are summarized in the table below.

Division of Responsibilities			
Monitor and Notify	Physical Management	Co Management	Full

Customer	Customer Manages: <ul style="list-style-type: none"> • Strategic Direction • Fault Isolation • Fault Restoration Logical • Fault Restoration Physical • Maintenance Break/Fix • Change Management-Logical • Change Management-Physical • Configuration BackUp • Security Policy and Patching 	Customer Manages: <ul style="list-style-type: none"> • Strategic Direction • Fault Restoration Logical • Change Management-Logical • Security Policy and Patching 	Customer Manages: <ul style="list-style-type: none"> • Strategic Direction • Security Policy • SD WAN Policy Management 	Customer Manages: <ul style="list-style-type: none"> • Strategic Direction • Security Policy
Verizon	Verizon Manages: <ul style="list-style-type: none"> • Monitoring • Fault Notification • Performance Reporting • SD WAN Policy Management if applicable 	Verizon Manages: <ul style="list-style-type: none"> • Monitoring • Fault Isolation • Fault Notification • Fault Restoration Physical • Maintenance Break/Fix • Configuration Back-Up • Performance Reporting • Change Management-Physical 	Verizon Manages: <ul style="list-style-type: none"> • Monitoring • Fault Isolation • Fault Notification • Fault Restoration Logical • Fault Restoration Physical • Maintenance Break/Fix • Change Management-Logical • Change Management-Physical • Configuration BackUp • Performance Reporting • Security Patching 	Verizon Manages: <ul style="list-style-type: none"> • Monitoring • Fault Isolation • Fault Notification • Fault Restoration Logical • Fault Restoration Physical • Maintenance Break/Fix • Change Management-Logical • Change Management-Physical • Configuration BackUp • Performance Reporting • Security Patching • SD WAN Policy Management if applicable

Change management of applicable software licenses that may be configured on Managed Devices does not include responsibility for tracking device-specific licenses where the device vendor permits re-use on new device acquisition.

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

- **Monitoring.** Verizon proactively monitors all Managed Devices up to the local area network (LAN) interface of the Managed Device 24 hours a day, seven days a week.

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

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

- **Design Services.** Verizon will create a Customer design document (CDD) based on a written statement of requirements (SOR) agreed to by Customer. Verizon will activate, monitor, and manage the Customer Network as designed in the CDD.
- **Monitoring and Resolution.** Verizon provides physical fault detection, isolation, and monitoring services for Managed Devices, 24 hours per day, seven days per week. Verizon will resolve physical faults whether caused by Verizon, Customer or third party issues. Managed Device logical faults are Customer's responsibility. Customer will inform Verizon of physical faults once Customer has completed its logical troubleshooting if Verizon is the maintenance provider for Customer's CPE.
- **CCR Network Image.** If Customer has Physical Management CCR, a current image of Customer Network is stored on the Cloud Infrastructure. A roll-back to previous configurations is not supported.
- **Change Management Activities.** Verizon will perform the change management activities shown on the VEC as Standard Change Management at no charge. Optional Change Management activities will be performed at the rates shown below.

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

- **Monitoring and Resolution.** Verizon will resolve both logical and physical issues, with Customer's cooperation, either remotely or by dispatching a technician, whether caused by Verizon, Customer or a third party.
- **Web Portal Administrative Access.** If Customer has Full Management CCR Customer will have read-only administrative access in the Web Portal.

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

- **SD WAN Policy Management.** If Customer has Co Management, Customer can make certain policy changes using the VEC or API Gateway for SD WAN service features. Additional service features will be added to the VEC and API Gateway from time to time. Verizon, working with Customer, will set the initial policies during implementation. Additionally, Verizon will, from time to time, set policies that are not accessible to Customer. Customer may obtain a list of available



policies by way of the VEC or API Gateway or by contacting Customer's account manager. Customer acknowledges and agrees that policy changes made by Customer may negatively impact application traffic performance.

1.2.5 Implementation Options. Managed WAN has two implementation options to bring devices under Verizon management: (a) Managed Implementation, which applies to Customer or Verizon provided devices and (b) Managed Take Over, which applies to existing, operating networks with Customer provided devices. Both are subject to an SOR to be agreed upon by the Parties.

1.2.6 Managed Device Software Release Management

1.2.6.1 Installation. Verizon will provide relevant software patches and updates as provided by the Managed Device manufacturer from time to time for installation during a fixed update time period, mutually scheduled by the parties. Warranties on software updates, if available, will be provided directly by the Managed Device manufacturer.

1.2.6.2 Testing. At Customer's request, Verizon will make commercially reasonable efforts to make available the resources of Verizon's Customer Test Center (CTC) for the purpose of testing Managed Device manufacturer software prior to the implementation of such software. Verizon's ability to control the implementation of any new Managed Device manufacturer software release may be limited by rules established by the Managed Device manufacturer software. CTC testing may be subject to additional fees and result in delay of the software deployment.

1.3 Optional Service Features

1.3.1 Network Discovery. Network Discovery is provided as part of the Managed Take Over implementation for certain management features. Otherwise, Customers may order Network Discovery for an additional Charge. If Customer orders Network Discovery, Verizon will electronically collect information on CPE connected to the Customer's network.

1.3.2 Third Party Transport Service. With the Third Party Transport Service feature, if Customer has two or more managed Customer Sites, Verizon will monitor and manage covered third-party provided transport services and inform Customer of the existence of outages or problems with those third-party provided services.

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

1.3.4 SD WAN Management + and Software Defined Secure Branch +. Verizon proactively monitors all Verizon certified SD WAN Management and Software Defined Secure Branch Managed Devices up to the host controller for such Managed Devices, 24 hours a day, seven days a week.

- **SD WAN Management (For select Managed Devices with Cisco SD WAN Software).** With SD WAN Management, Verizon monitors application traffic performance based on flexible Customer established policies that classify its traffic into application categories and define minimal requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred network paths as defined by Customer.

- **Software Defined Secure Branch (For select Managed Devices with Versa or Fortinet Software).** With Software Defined Secure Branch, Verizon will provide programmable, rules-based WAN routing services, optional security services, and centralized management. Not all services and options listed below are available for every vendor software. This feature maps Customer application traffic over the Customer Network in accordance with Customer defined routing policies which can be updated by Customer either manually or automatically. Policies are customizable on an application-by-application basis. Customer may request a list of the features included in each package by vendor by contacting Customer's account manager. Available options as part of this feature are based on vendor license capabilities and Verizon support capabilities, and may include the options below:
 - **Routing.** The routing function enables basic routing capabilities with support for common routing protocols.
 - **SD WAN Function.** The SD WAN function monitors Customer Network performance for each relevant pair of source and destination sites and sends application traffic onto those paths that best meet Customer's policies. It also allows definition of parameters to prioritize handling of different types of application data through the quality of service (QoS) policy.
 - **Centralized enforcement of access control and network policies.** Any changes to the policy will be applied across the Customer Network automatically.
 - **Encrypted Control and Application Traffic.** The application traffic can be encrypted end to end for additional protection of the data as it traverses the Customer Network.
 - **Security Function.** Upon Customer's order, Verizon will provide security functions including firewall, intrusion prevention, and content filtering services.

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

- **Firewall.** With Firewall, Verizon will manage Customer-selectable zones (e.g. external or untrusted, internal or trusted, DMZ), firewall policies, and firewall rule sets between all zones.
- **Content Filtering.** With Content Filtering, Verizon will configure the feature to interface with Customer's Websense server based on information provided by Customer. Customer can use that server, and/or a backup list of up to 25 URL filters, to control web-based content accessed by end users.
- **Switching (For LAN Module on a Managed Device).** With LAN Module Switching, Verizon provides additional LAN ports on the Managed Device. Verizon monitors the LAN module generally, but not individual ports.
- **Intrusion Prevention.** With Intrusion Prevention, Verizon will detect, alert, and in some cases block attacks (intrusions) on the Customer Network, using intrusion prevention signature files provided by the Managed Device manufacturer.
- **Encryption.** With Encryption, in countries where it is available, Verizon will encrypt Customer application traffic between Managed Devices on the Verizon Private IP Network. Customer will provide at least two additional Managed Devices with the Encryption feature to act as key servers. If circumstances arise that cause the Encryption feature to fail and prevent communication to and from that Managed Device, Customer will notify Verizon.
- **WAN Acceleration.** With WAN Acceleration, Verizon will optimize application traffic using compression, caching protocol optimization where other Sites on the Customer Network have compatible application optimization CPE.
- **Wireless LAN Controller Management.** With Wireless LAN Controller Management, Verizon will configure the Managed Device to provide Wireless LAN controller management capabilities for Customer Sites with compatible access point CPE.

- **Lightweight Access Point Management.** With Access Point Management, Verizon will configure the Managed Device with embedded Access Point functionality such that it will interoperate with Verizon Managed Wireless LAN service.
- **IPSec Tunneling.** With IPSec Tunneling, available on certain Managed Devices, Verizon enables the tunneling and encryption of Customer application traffic between two Managed Devices. Enabling this feature on a remote Managed Device is dependent on the same feature being enabled on a separate Customer Managed Device, typically located at the Customer hub site.
- **Wireless LAN Access Point.** With Wireless LAN Access Point, available on certain Managed Devices that have Access Point functionality, Verizon will configure the Managed Device as a Wireless access point so long as at least one other site or Managed Device in the Customer Network has a compatible Wireless LAN Controller.
- **Virtual Blade Management.** With Virtual Blade Management, Verizon makes available management of the blade on certain Managed Devices that support additional hardware used to host Virtual Machines (VMs) running Virtual Network Services (which above-described combination may also be referred to as Virtual Network Functions). To the extent Virtual Network Services are required, they are to be purchased separately.
- **Managed VoIP Services including Voice Gateway, Analog VoIP Gateway, and Multi-Service IP-to-IP Gateway.** With Managed VoIP Services, Verizon will manage VoIP CPE Elements (not VoIP Service devices such as phones) at the same management level as the related Managed Devices. Certain Customer roles and responsibilities for the underlying VoIP Service may be impacted by Managed VoIP Services. Verizon will work with Customer to address such impacts.
- **Application Aware Routing (For select Cisco Managed Devices).** With Application Aware Routing, Verizon monitors traffic performance based on flexible Customer-established policies, that classify its traffic into categories to the granularity of applications, and define minimal requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred network paths as defined by Customer.
- **Virtual Host Management.** Virtual Host Management supports a universal CPE device deployed to the Customer Site. This hardware device is used to host virtual machines running virtual network services (which may also be referred to as Virtual Network Functions) which include Security and WAN Services. Customer acknowledges that Virtual Host Management covers the universal CPE device only, and does not cover any Virtual Network Functions hosted on that universal CPE. For Virtual Network Functions hosted on the universal CPE, Customer must purchase Virtual Network Services separately.
- **Cloud Security Services.** For select Managed Devices, Verizon will configure and manage the connection from the Managed Device to an external cloud-based security service. Approved security services may be provided by Verizon or a third party.
- **Embedded WiFi.** For select Managed Devices, Verizon will configure and manage WiFi service; WiFi services are standalone and not compatible or interoperable with Managed Wireless LAN service.

1.3.6 WAN Analysis

1.3.6.2 **Optimized Service.** For Managed WAN +, WAN Analysis includes support for Application Aware Routing reports for Verizon-supported vendors. WAN Analysis is not included for certain software license levels under Software Defined Secure Branch that do not include Application Aware Routing functions. When Application Aware Routing is included then WAN Analysis reporting – ETM Select + Netflow is required pursuant to a separate agreement.

1.3.7 **WAN Backup.** With WAN Backup, Verizon configures a Managed Device to support a second access circuit (separately provided by Verizon or a third party) in the event the primary network connection fails.



- 1.3.8 **Network Analysis Service (NA)** (For Customer Networks with 20 or more Managed Devices with an Agreement governed by U.S. law). With NA, Verizon will provide monthly network analysis reporting, including interactive monthly calls to review that reporting, starting 60-90 days after installation.
- 1.3.9 **Network Engineering Service (NE)** (For larger Customer Networks, i.e., those with 20 or more Managed Devices under Full Management). With NE, Verizon provides engineering planning, design and change-management support services.
- 1.3.10 **Managed WAN Support for Private IP (PIP) Dynamic Network Manager.** PIP Dynamic Network Manager is available in either fully automated or semi-automated mode for Managed Devices under Full Management. For Full Management, Verizon is responsible for updating both Provider Edge (PE) and Customer Edge (CE) Managed Devices. Verizon will make changes only to PE Managed Devices for Physical and Monitor and Notify management levels; Customer is responsible for any changes to the CE Managed Devices.
- 1.3.11 **CCR Reporting.** This feature enables Customer to access comprehensive daily and ad hoc reporting via the Web Portal – which may aid Customer in accessing the health and performance of Managed Devices under CCR.
- 1.3.12 **Guest Access.** Verizon offers two Guest Access options available per Lightweight Access Point or Wi-Fi-enabled Managed Device under CCR: (a) Cisco Meraki, with additional information available at the Web Portal; and (b) Purple Wi-Fi, with additional information available at verizon.purplewifi.net/ or other URL provided by Verizon from time to time (the Guest Access Portal). These Guest Access options provide the following functionality:
- **Mobile Location Analytics (MLA).** This feature enables Customer to choose to (a) capture information broadcast by the wireless devices of guests and end users (collectively referred to as MLA Data); and (b) use MLA Data for the protection of the Customer Network and marketing purposes.
 - **Content Filtering (Purple Wi-Fi-only).** Customer can block inappropriate content by requesting either a specific category of websites to be blocked or the specific websites. Customer also has the option to limit traffic via bandwidth controls.

1.4 **Customer Responsibilities**

- 1.4.1 **General.** In order to ensure that devices, licenses and administrators are those provisioned by Verizon, Customer shall not add, move or remove devices, licenses or administrators to or from the Web Portal, and shall not modify the administrators that are used for the provisioning and fault monitoring interface with Verizon's systems. At all times, Verizon must have write administrative access to Managed Devices for provisioning and management through the Web Portal. For Managed WAN Physical, Customer will also provide Verizon read access to the Managed Device configuration, and will maintain any software licenses associated with Managed Devices. Customer will provide Verizon the Simple Network Management Protocol (SNMP) read/write community string to any Managed Device whose configuration it wants Verizon to automatically backup.
- 1.4.2 **Out of Band (OOB) Access.** Where available, OOB Access is a Managed WAN service option that can be selected by Customer for Managed WAN with the Physical Management or Full Management service level. Unless otherwise agreed, Customer will provide OOB Access to each Managed Device over a separate PSTN line (Analog OOB) or wireless connection (Wireless OOB) through direct console access connections are used to provide OOB Access to the Managed Devices. Console access works without an actual configuration on the Managed Device. Inline management requires a configured Managed Device. OOB Access is not required for the Monitor and Notify service level or for Managed Devices under CCR.



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

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

1.4.3 Wireless OOB from Verizon. Verizon may provide Customer with the option to order a Wireless OOB for approved Managed Devices. The Wireless OOB provided on the SIM card will be machine-to-machine (M2M) data only (no voice) and carrier service data (CSD) and the PIN code of the SIM card will be removed.

1.4.4 Physical Verification of Managed Devices. Upon Verizon's request, Customer will reboot the Managed Devices, provide the LED light statuses of the third party provider Network Terminating Unit where applicable, verify equipment power, verify if all cables are securely connected, and insert a loopback plug.

1.4.5 Customer Initiated Site Maintenance. Customer will notify Verizon using a Customer Maintenance Change Management Request via the VEC of any maintenance (powering down the site/managed device/third party provider Network Terminating Unit, resetting equipment, re-cabling, physical equipment move) that may affect the operating status of the Managed Devices.

1.4.6 Customer Equipment. Managed Take Over or Managed Implementation may show Customer Equipment needs upgrading before it can be managed. Verizon will manage such Customer Equipment after the upgrade is complete. Customer is responsible to refresh the Customer Equipment as required, including upgrades for Managed Device Enhanced Features, end-of-life conditions, and the like.

1.4.7 Managed VoIP Services. Customer will do the following for Managed VoIP Services:

- **Configuration Requests.** Confirm configuration of its active Managed VoIP Services is consistent with its preferences.
- **PSTN Lines.** Arrange for the purchase and installation of any PSTN lines for its Verizon or third party VoIP Service design.
- **Feature Changes.** Make feature changes at the user or administrator level (e.g., setting up call forwarding for a phone or establishing an auto-attendant) through the VEC.
- **IP Phone and PBX Changes.** Make IP phone and IP PBX configuration changes (unless Customer is subscribed to Verizon Managed IP PBX Service).
- **Server Support.** Implement and maintain a server (e.g., for Cisco, a TFTP (trivial file transfer protocol) server) for IP phone configuration support.

1.4.8 Guest Access Notice. Customers utilizing the MLA feature must display a notice, in a conspicuous location proximate to the area where the MLA data is collected, that at a minimum: (a) identifies Customer as the Data Controller (as defined in applicable law); (b) describes the type of personal data collected; (c) describes the purpose(s) for which guests' and end users' personal data is processed; (d) provides a summary of Customer's privacy practices and/or a link to its privacy policy; (e) describes any third parties to which Customer will disclose the personal data of guests and end users and the countries to which such personal data may be transferred; (f) explains how guests and end users can contact the privacy officer or other person who is accountable for the Customer's privacy practices and how to access and/or correct their personal data; (g) explains how such guests and end users can opt out from the collection and processing of their personal data; and (h) notifies guests and end users that their decision not to opt out constitutes consent to the collection, processing, transfer and use of their personal data. Where the guest or end user is located outside of the United States, the opt out requirement in subsections (g) and (h) above will not apply and instead the notice must: (i)



include an opt-in click box or other mechanism that guests and end users must check or accept prior to gaining access to the MLA feature; and (ii) notify guests and end users that their decision to opt-in constitutes express consent to the collection, processing, transfer and use of their personal data in accordance with the terms described in (a) through (f) herein.

2. SUPPLEMENTAL TERMS

2.1 **Network Discovery.** Customer will provide Verizon with accurate information about proper scope of the Network Discovery, represents that it has all necessary authority to have Verizon undertake the Network Discovery requested under these terms, and Verizon is not responsible or liable in the event Customer fails to comply with these requirements. Verizon reserves the right to stop or withhold from performing Network Discovery, at its sole discretion. Customer’s sole remedy for any failure, inadequacy or other problem of Network Discovery is to request that Verizon re-perform it.

2.2 **NE and NA Services Disclaimer.** Customer will make its own independent decision whether to consider or implement any Verizon recommendation, referral or introduction in connection with NE and/or NA.

2.3 **VEC, API Gateway, or Web Portal User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer’s login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.

2.4 **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.

3. **SERVICE LEVEL AGREEMENT (SLA).** The SLA for Managed WAN may be found by clicking on the following: www.verizonenterprise.com/external/service_guide/reg/cp_mwan_sla.pdf.

4. FINANCIAL TERMS

4.1 **Optimized Service.** Customer will pay the Charges for Managed WAN + specified in the Agreement, including those below and at the following URL: www.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. Monthly recurring Charges (MRC) and non-recurring Charges (NRC) are based on management level and size of Managed Device.

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

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

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

4.1.3 **One-Time Management Charges.** Optional Change Management (OCM) provides additional remote change management support for Managed WAN for the NRC shown below. Customer can order specific OCM activities through the VEC. The Standard Change Management activities shown in the VEC are included in the MRC of the Managed WAN.

Managed WAN OCM Charges

Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per Site	\$600.00
Implementation (Modify Existing) ^{1,3}	Change per Managed Device	\$50.00
Design (Single Feature/Protocol) ²	Change per Managed Device	\$250.00
Design Plus (Multiple Feature/Protocol) ²	Change per Managed Device	\$400.00
Engineering – 1 Hour ⁴	Per request and block of hours, 1 hour block	\$300.00
Engineering – 5 Hours ⁴	Per request and block of hours, 5 hour block	\$1,375.00
Engineering – 10 Hours ⁴	Per request and block of hours, 10 hour block	\$2,500.00
Engineering – 20 Hours ⁴	Per request and block of hours, 20 hour block	\$4,500.00
Engineering – 40 Hours ⁴	Per request and block of hours, 40 hour block	\$8,000.00
<p>1. Implementation is used to modify existing features or protocols including the following: dynamic host configuration protocol (DHCP), IP network address translation, network routed protocol, MNSO IP address/subnet mask change, permanent virtual circuit (PVC) Change, routing protocol changes, switch VLAN, dynamic port/CAR, and VPN Tunnel.</p> <p>2. Design and Design Plus is used for requests to evaluate or add single (Design) or multiple (Design Plus) new or changed features, protocols or applications/policies in the Customer Network, including the following: add DHCP, quality of service (QoS), network address translation (NAT) router configuration, traffic filter design, traffic shaping/queuing, Application Aware Routing, and SD WAN.</p> <p>3. Customer may create a new design at one Site by selecting Design/Design Plus to add the new feature(s) or protocol(s) and then replicate the design across other Sites by selecting Implementation for the remaining Sites.</p> <p>4. Customer may select Engineering Hours and request additional Engineering OCM hours from time to time as needed. Verizon will track the number of hours spent per OCM request against the hours selected and will report remaining hours to Customer upon request.</p>		

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

5. **DEFINITIONS.** The following definitions apply to Managed WAN, in addition to those identified in the Master Terms and the administrative Charge definitions at the following URL:
www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm

Term	Definition
Cloud-Controlled Routing (CCR)	Cloud Infrastructure-controlled appliances at a Customer Site.
Cloud Infrastructure	The Cloud Infrastructure consists of all cloud-hosted elements that are used to provision and manage the architectural aspects of the system comprised of the CCR and related equipment; such aspects to include security policies, intrusion prevention signatures, and quality of service. Internet access services, non-CCR equipment at the Customer Site, including other Managed Devices, are not part of the Cloud Infrastructure.
Customer Network	A collection of Managed Devices and the network they are connected to.
Dispatch	A Customer service request that results in Verizon going on to, or attempting to go on to, a Customer Site.
Expedite	An Order that is processed, at the request of the Customer, with the objective of installing or changing the Service in a time period shorter than the Verizon's standard installation time period for that Service, whether or not the installation or change is completed in that time period.



Managed Device	Items of CPE that have been designated as supported by Managed WAN.
Managed Implementation	A Managed WAN implementation option which applies to Customer and Verizon provided devices, to bring devices under Verizon management.
Managed Take Over	A Managed WAN implementation option which applies to existing, operating networks with Customer-provided devices, to bring devices under Verizon management.



MANAGED WIRELESS LAN SERVICE

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- 5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon's Managed Wireless LAN service (Managed WLAN) extends Customer’s Verizon-managed WAN or LAN infrastructure to include wireless LAN access.
 - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service and non-Optimized Service.
- 1.2 **Standard Service Features.** Optimized Managed WLAN is offered at three service levels. Non Optimized Managed WLAN is offered only at the Full Management service level.

Service features and responsibilities are summarized in the table below:

Division of Responsibilities – Management Levels (Each Level includes all of the items of the previous Level)		
Monitor and Notify (Optimized Service only)	Physical Management (Optimized Service only)	Full Management

Customer Manages:	<ul style="list-style-type: none"> • Strategic Direction • Fault Isolation • Fault Restoration-Logical • Fault Restoration Physical • Maintenance-Break/Fix • Change Management-Logical 	<ul style="list-style-type: none"> • Strategic Direction • Fault Restoration Logical • Change Management-Logical • Change Management-Physical 	<ul style="list-style-type: none"> • Strategic Direction • Security Policy
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	<ul style="list-style-type: none"> • Change Management-Physical • Configuration Back-Up • Security Policy and Patching 	<input type="checkbox"/> Security Policy and Patching	
Verizon Manages:	<ul style="list-style-type: none"> • Monitoring • Fault Notification • Performance Reporting 	<ul style="list-style-type: none"> • Monitoring • Fault Isolation • Fault Notification • Fault Restoration Physical • Maintenance Break/Fix • Configuration Back-Up • Performance Reporting 	<ul style="list-style-type: none"> • Monitoring • Fault Isolation • Fault Notification • Fault Restoration Logical • Fault Restoration Physical • Maintenance Break/Fix • Change Management-Logical • Change Management-Physical • Configuration Back-Up • Performance Reporting • Security Patching

To enable the flow of data traffic to support Customer's business applications (e.g., email), tunnels will be set up between an access point identified below and another device or infrastructure identified below:

Access Point or Service Node	Device or Infrastructure	Enables Flow of Traffic to:
Aruba Instant Access Point (IAP)	Virtual Wireless LAN Controller	Customer's wireless applications
Lightweight Access Point (LAP)	Wireless LAN Controller	Customer's wireless applications
Cloud-Controlled Access Point (CCAP)	Cloud Infrastructure*	Customer's wireless applications
Software Defined Wireless LAN (SD WLAN)	Cloud Infrastructure*	Customer's wireless applications

* The Cloud Infrastructure is maintained in a redundant fashion, with multiple data centers backing up each other. Failover Cloud Infrastructure instances run in stand-by mode and activate if primary Cloud Infrastructure instances fail.

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

1.2.1.1 **Monitoring.** Verizon proactively monitors all Managed Device designated by Customer up to the local area network (LAN) interface 24 hours a day, seven days a week.

1.2.1.2 **Notification.** Verizon will create a trouble ticket and send a notification to Customer's designated point of contact within 15 minutes of Verizon's determination of a Managed Device or transport failure. Upon the creation of a trouble ticket, Verizon will (a) troubleshoot the transport service until the problem has been verified as fixed and the ticket will then be closed, if the trouble is due to a Verizon transport service; or (b) inform Customer of the fault and monitor the ticket if the trouble is due to causes other than a Verizon transport service.

1.2.1.3 **Managed Services Customer Portal.** Verizon will provide a managed services portal on the Verizon Enterprise Center (VEC) (www.verizonenterprise.com or other website provided by Verizon from time to time). The VEC provides a consolidated view of Customer Network information 24 hours a day, seven days a week and real time access to project status, contact information, and information about Managed Devices. The Cloud-Controlled Routing (CCAP) portal (Web Portal) is separate from the VEC, but is accessed via the VEC. Several portal permissions are generally available for the VEC, however, currently, only one Web Portal permission is available per VEC user. The Software Defined Wireless LAN (SD WLAN) portal (SD WLAN Portal) is available at <https://verizon.mist.com/> or another URL provided by Verizon from time to time.

1.2.1.4 **Managed WLAN Reporting.** This feature provides Customer with comprehensive daily and ad hoc reporting to quickly assess the health and performance of Managed WLAN, and may include – depending upon the type of reporting received (see below) – any of the following: daily uptime reports, daily managed device summary reports, daily inventory reports, daily new rogue reports, configuration audit reports, and wireless net usage reports.

- Managed WLAN reporting is available on the VEC.
- Managed WLAN reporting for Customers using the CCAP is available in the Web Portal
- Managed WLAN Reporting for the SD WLAN feature is available in the SD WLAN Portal.

1.2.1.5 **Web Portal and SD WLAN Portal Administrative Access.** Monitor and Notify Management CCAP and SD WLAN Customers have write administrative access to logically manage their Managed Devices.

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

1.2.2.1 **Design Services.** Verizon will create a Customer design document (CDD) based on a written statement of requirements (SOR) agreed to by Customer. Software or CPE upgrades that may require Customer investment will be included in the SOR, particularly if such upgrades are required to address Customer's requirements for particular functionality. Customer will purchase any required CPE pursuant to a separate Order. Verizon will activate, monitor, and manage the Managed Devices as designed in the CDD.

1.2.2.2 **Monitoring and Management.** Verizon provides physical fault detection, isolation, and monitoring services for Managed Device, 24 hours per day, seven days per week. Verizon will resolve physical faults whether caused by Verizon, Customer, or third-party issues. Managed Device logical faults are Customer's responsibility. Customer will inform Verizon of physical faults once it has completed its logical troubleshooting if Verizon is maintenance provider for Customer's Device.

1.2.2.3 **CCAP and SD WLAN Network Image.** For CCAP and SD WLAN, a live image of Customer's network is stored on the Cloud Infrastructure. A roll-back to previous configurations is not supported.

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

1.2.3.1 **Monitoring and Management.** Verizon will resolve both logical and physical issues, with Customer's cooperation, either remotely or by dispatching a technician, whether caused by Verizon, Customer or a third party.

1.2.3.2 **Change Management Activities.** Verizon will perform the Standard Change Management activities shown in the Customer Portal at no additional Charge. Optional Change Management activities will be performed at the rates shown below.

1.2.3.3 **Managed Device Software Release Management**

- **Installation.** Verizon will provide relevant software patches and updates as provided by the Managed Device manufacturer from time to time for installation during a fixed update time period, mutually scheduled by the parties. Warranties on software updates, if available, will be provided directly by the Managed Device manufacturer to the Customer.
- **Testing.** At Customer's request, Verizon will make commercially reasonable efforts to make available the resources of Verizon's Customer Test Center (CTC) for the purpose of testing Managed Device manufacturer software prior to the implementation of such software. Verizon's ability to control the implementation of any new Managed Device manufacturer software release may be limited by rules established by the Managed Device manufacturer software. CTC testing may be subject to additional fees and result in delay of the software deployment.

1.2.4 **Implementation Options.** Managed WLAN offers two implementation options to bring devices under Verizon management – Managed Implementation and Managed Take Over. With Managed Implementation Verizon provides support for the planning, system engineering, and overall project management of a new network. With Managed Takeover, Verizon reviews, optimizes, and takes over management of a Customer's existing WLAN data network. Both are subject to an SOR to be agreed upon by the Parties.

1.2.5 **Web Portal and SD WLAN Portal Administrative Access.** Full Management level CCAP and SD WLAN Customers have read-only administrative access in the respective portals.

1.3 **Optional Service Features**

1.3.1 **Network Engineering (NE) Service.** (for larger Customer Networks, i.e., those with 20+ Managed Devices under Full Management). With NE, Verizon provides additional reporting, analysis, engineering planning, design, and change-management support services.

1.3.2 **Guest Access.** Verizon offers three options per IAP, LAP, CCAP, or SD WLAN as applicable, to enable Customer's guests to obtain wireless access to Customer's network (Guest Access): a) Cisco Meraki, with additional information available at the Web Portal; (b) Mist Systems, with additional information available at <https://verizon.mist.com/> or other URL provided by Verizon from time to time (the SDWLAN Portal) and (c) Purple WiFi, with additional information available at <http://verizon.purple.net/> or other URL provided by Verizon from time to time (the Guest Access Portal). These Guest Access options provide the following functionality:

- **Mobile Location Analytics (MLA).** This feature enables Customer to choose to, entirely at its discretion and control (a) capture information broadcast by the wireless devices of guests and end users (collectively, referred to as MLA Data); and (b) use MLA Data for the protection of Customer's Network and marketing purposes, subject to applicable laws and regulation.
- **Content Filtering (Purple WiFi only).** Customer can block inappropriate content by requesting either a specific category of websites to be blocked or the specific websites. Customer also has the option to limit traffic via bandwidth controls.

1.3.3 **Wireless Assessment.** Customer may request a wireless site assessment via a separate Professional Services engagement with Verizon or provide a completed wireless assessment from a third party agreed to by Verizon. The wireless site assessment determines the wireless requirements, suitable locations for the Managed Devices, and identifies possible interference based on the results of a radio

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frequency (RF) analysis. If Customer opts not to contract for or provide such a wireless assessment, Verizon will deploy and monitor the WLAN based upon Customer's requirements, but no SLA will apply to such WLAN.

1.3.4 Network Discovery. Network Discovery is provided to Managed Takeover Customers for certain management features as part of the implementation. Otherwise, Customers may order Network Discovery subject to an additional Charge. If Customer orders Network Discovery, Verizon will electronically collect information on CPE connected to Customer's Network.

1.3.5 Device Management. To effectively manage the Customer Network, all Customer Sites with CCAP, Cloud-Controlled Routing (CCR), Cloud-Controlled Switching (CCS), Cloud-Controlled Camera (CCC), or SD WLAN must be at the same management level.

1.4 Customer Responsibilities

1.4.1 General. Customer is responsible for trouble isolation, diagnostics, repair, and maintenance dispatch of CPE managed by the Customer. In order to ensure that devices, licenses and administrators are those provisioned by Verizon, Customer shall not add, move or remove devices, licenses or administrators to or from the Web Portal, and shall not modify the administrators that are used for the provisioning and fault monitoring interface with Verizon's systems. At all times, Verizon must have write administrative access to Managed Devices for provisioning and management through the Web Portal. Customer is also responsible for application of the Verizon-provided SNMP "read access community string" for all monitored WLAN Controllers, or (with respect to Optimized Service) Virtual Wireless LAN Controllers with IAP Management and the application of Verizon-assigned management IP addresses, as required for Verizon management. Customer will provide Verizon the Simple Network Management Protocol (SNMP) read/write community string to any Managed Device whose configuration it wants Verizon to automatically backup.

1.4.2 Out of Band (OOB) Access. Unless otherwise agreed, Customer will provide OOB access to each WLAN Controller over a separate PSTN line or wireless connection, where required and consistent with Verizon specifications for troubleshooting purposes.

1.4.3 Authorized Users. Customer is responsible for all guests' and other end users' use of the Customer's WLAN. Verizon will inform Customer by email when it detects a rogue access point. Customer is responsible for determining whether or not the access point in question is unauthorized.

1.4.4 Supported CPE. Except for CCAP or SD WLAN CPE where the minimum maintenance coverage is at least eight hours a day x five days a week with a next business day response time, Managed CPE must be under minimum maintenance coverage of at least seven days per week by 24 hours per day by four hours response time.

1.4.5 Interference. Customer will inform Verizon prior to any deployment of industrial, scientific, and/or medical wireless equipment or other equipment that could affect the performance of Managed WLAN.

1.4.6 Remediation Work. Verizon will notify Customer if any remediation work is required on the Managed Device, which must be completed by Customer prior to Managed Implementation or Managed Takeover. Customer will also be responsible to ensure Managed Device remains supportable.

1.4.7 Detected Failures. Customer will report detected Managed WLAN failures and provide any related information to the appropriate Verizon Customer service contact.

1.4.8 Disconnection of PSTN and Wireless OOB. Upon termination of the Managed WLAN Service for whatever reason, Customer will terminate OOB access service.

1.4.9 Guest Access Notice. Customers utilizing the MLA feature must display a notice, in a conspicuous location proximate to the area where the MLA data is collected, that at a minimum: (a) identifies

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Customer as the Data Controller (as defined in applicable law); (b) describes the type of personal data collected; (c) describes the purpose(s) for which guests' and end users' personal data is processed; (d) provides a summary of Customer's privacy practices and/or a link to its privacy policy; (e) describes any third parties to which Customer will disclose the personal data of guests and end users and the countries to which such personal data may be transferred; (f) explains how guests and end users can contact the privacy officer or other person who is accountable for the Customer's privacy practices and how to access and/or correct their personal information; (g) explains how such guests and end users can opt out from the collection and processing of their personal data; and (h) notifies guests and end users that their decision not to opt out constitutes consent to the collection, processing, transfer and use of their personal data. Where the guest or end user is located outside of the United States, the opt out requirement in subsections (g) and (h) above will not apply and instead the notice must: (1) include an "opt-in" click box or other mechanism that guests and end users must check or accept prior to gaining access to the MLA feature; and (2) notify guests and end users that their decision to opt-in constitutes express consent to the collection, processing, transfer and use of their personal data in accordance with the terms described in (a) through (f) herein.

2. SUPPLEMENTAL TERMS

2.1 **Scope.** Managed WLAN includes coverage for only those items – radios, LAN ports, or interfaces – that are directly connected to Managed Device. With Managed WLAN +, Customer can request a change to the management level (i.e., Monitor and Notify, Physical, Full) for Managed Device by executing a Change Order amendment to its Agreement.

2.2 **Network Discovery.** Customer will provide Verizon with accurate information about proper scope of the Network Discovery, represents that it has all necessary authority to have Verizon undertake the Network Discovery requested under these terms, and Verizon is not responsible or liable in the event Customer fails to comply with these requirements. . Verizon reserves the right to stop or withhold from performing Network Discovery, at its sole discretion. Customer's sole remedy for any failure, inadequacy or other problem of Network Discovery is to request that Verizon re-perform it. Network Discovery is not included within the Managed WLAN SLA.

2.3 **Data Loss.** Neither Verizon nor its vendors are responsible for data or files lost during the performance of Managed WLAN.

2.4 **Customer Changes After Wireless Assessment.** Changes to Customer Network may affect, Verizon's ability to provide Managed WLAN in whole or in part. Such changes will suspend application of the SLA until a new Wireless Assessment has been done and any necessary adjustments are completed at Customer's expense.

2.5 **Online Content.** With respect to Verizon's provision of optional Guest Access, Customer acknowledges that Verizon does not provide any online content to, or interact with end users or Customer's guests.

2.6 **End User License Requirement.** Customer must cause guests to consent to an end user license agreement (EULA). The EULA must state that guests' Wi-Fi-based activity will be monitored and information from such monitoring will be used for protection of Customer's Network, content filtering, and marketing purposes.

2.7 **Guest Access.** Verizon is not liable or responsible for any claims based on the monitoring, capture, storage, use, or sharing of any data collected via Guest Access, including but not limited to claims by a guest or other end user that it did not provide its consent, that a guest or other end user was under the age of thirteen or was not offered a reasonable opportunity to opt-out of the collection of information as required in Guest Access Notice above.

2.8 **Children's Online Privacy Protection Act (COPPA) (U.S.-only).** Managed WLAN does not provide the tools to obtain the parental consent under the Children's Online Privacy Protection Act (COPPA). To

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the extent that Customer operates a website or other online service to which COPPA applies, Customer acknowledges that it will comply with COPPA, including, without limitation, providing notice and obtaining parental consent in accordance with COPPA.

2.9 **Network Engineering Services Disclaimer.** Customer is solely responsible for determining the suitability of third-party products and services, and Verizon has no liability related to or arising from Customer's contracting for or use of them, even where recommended by Verizon. This provision does not apply to the work of subcontractors or other agents done on Verizon's behalf.

2.10 **BGP Routing.** Verizon may use border gateway protocol (BGP) routing used to access and monitor the Managed Device.

2.11 **Reports.** All copies of any reports, recommendations, documentation, Customer Portal, Web Portal, SD WLAN Portal or Guest Access Portal printouts, where applicable, or other materials in any media form provided to Customer by Verizon are Verizon Confidential Information.

3. **SERVICE LEVEL AGREEMENT.** The Service Level Agreement (SLA) for Managed WLAN may be found at the following URL. The SLA does not apply if Customer has not provided a wireless site assessment, through Verizon or a third-party, as noted above.

SLA for Optimized Managed WLAN +:

www.verizonenterprise.com/external/service_guide/reg/cp_mwlan_sla.pdf SLA for non-Optimized Managed WLAN:

www.verizonenterprise.com/external/service_guide/reg/cp_mwlan_sla_legacy.htm

4. FINANCIAL TERMS

4.1 **Optimized Service.** Customer will pay the charges for WLAN + specified in the Agreement, including those below and at the following URL: 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. Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs) are based on management level and size of Managed Device.

4.2 **Administrative Charges.** The following administrative charges are applicable to Managed WLAN. Additional administrative charges are found in the Agreement (as Ancillary Charges).

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

4.3 **Managed Device.** The sizes of Managed Device apply to the corresponding rates shown in the Contract.

4.4 **Optional Change Management (OCM).** OCM provides additional remote change management support for various Managed WLAN changes as shown below. Customer can order specific OCM activities through the Verizon Customer Portal. The Standard Change Management activities shown in the Customer Portal are included in the MRC for Managed WLAN.

Managed WLAN OCM Charges		
Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per Site	\$600.00
Implementation (Modify Existing) ^{1,3}	Change per Managed Device	\$50.00
Design (Single Feature/Protocol) ²	Change per Managed Device	\$250.00
Design Plus (Multiple Feature/Protocol) ²	Change per Managed Device	\$400.00

Engineering – 1 Hour ⁴	Per request and block of hours, 1 hour block	\$300.00
Engineering – 5 Hours ⁴	Per request and block of hours, 5 hour block	\$1,375.00
Engineering – 10 Hours ⁴	Per request and block of hours, 10 hour block	\$2,500.00
Engineering – 20 Hours ⁴	Per request and block of hours, 20 hour block	\$4,500.00
Engineering – 40 Hours ⁴	Per request and block of hours, 40 hour block	\$8,000.00

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

4.5 **Additional Charges**

4.5.1 **Changing Level of Service.** If Customer elects to change its Service Management level, the adjusted NRC and MRC will be presented in a Change Order amendment to its Agreement.

4.5.2 **IP Addresses.** Verizon may use secondary IP addressing if Customer is using unregistered IP address space. If secondary IP addressing is not available, Customer will pay reasonable costs for a dedicated management domain or an IP proxy hardware solution.

5. **DEFINITIONS.** The following definitions apply to Managed WLAN, 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

Term	Definition
Aruba Instant Access Point (IAP):	The equipment that transmits and receives the radio signal at a Customer Site.
Cloud-Controlled Access Point (CCAP)	Cloud Infrastructure-controlled equipment that transmits and receives the radio signal at a Customer Site.
Cloud Infrastructure	The Cloud Infrastructure consists of all cloud-hosted elements that are used to provision and manage the architectural aspects of the system comprised of the CCAP or SD WLAN and related equipment; such aspects to include security policies, intrusion prevention signatures, radio frequency management, and quality of service. Internet access services, non-CCAP or SD WLAN equipment at the Customer Site, including the Managed Devices, are not part of the Cloud Infrastructure.
Customer Network	The Managed Device and related network located at a Customer Site.
Dispatch Charge	A charge applied when a Customer service request results in Verizon going on to, or attempting to go on to, a Customer Site.

Managed Device	WLAN equipment managed by Verizon under the terms of this Service Attachment, whether provided by Customer or purchased by Customer from Verizon, including equipment to be managed by Verizon as part of a Managed Takeover, as applicable. Managed Devices include Wireless LAN Controllers, Lightweight Access Points, Aruba Instant Access Points, Cloud-Controlled Access Points, Software Defined Wireless LAN Access Points, and associated accessories, including but not limited to antennas, power injectors, and mount kits, as applicable, installed at a Customer Site by Verizon for Managed WLAN.
Management Information Base (MIB)	A database of information stored by SNMP-compliant Managed Device.
Lightweight Access Point (LAP)	The equipment that transmits and receives the radio signal at a Customer Site.
MLA Data	MLA Data consists of the information transmitted by the wireless devices of guests and other end users, including the geo-location of those devices and the devices' MAC address before the end user logs onto Customer's Network.
SNMP community string	An SNMP community string is a password that allows access to Managed Device MIB statistics.
Software Defined Wireless LAN (SD WLAN)	Cloud Infrastructure-controlled equipment that transmits and receives the radio signal at a Customer Site.
Wireless LAN Controller (WLAN Controller or WLC):	The equipment that handles the system-wide functions of Managed WLAN, including but not limited to security policies, intrusion prevention, radio frequency management, and quality of service.



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
3. SUPPLEMENTAL TERMS
 - 3.1 Voice over IP (VOIP) Restrictions
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS
 - 5.1 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 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.3.7 **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 RESERVED.

2.3.2.4 **Optimized Service-Only Standard Features**

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

3. SUPPLEMENTAL TERMS

3.1 **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 Verizon is not responsible or liable 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

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. 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.

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

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.



PROFESSIONAL SERVICES

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Customer Responsibilities
2. SUPPLEMENTAL TERMS
 - 2.1 Providing Entity
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 - 2.12 Assessment Service Risks
 - 2.13 Collection of Netflow Data in Japan
3. FINANCIAL TERMS
 - 3.1 General
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 employer-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. Verizon is not responsible or liable for any loss, damages, liabilities, costs, or claims resulting from 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. Verizon is not responsible for any loss, damages, liabilities, costs and claims resulting from 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).

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.

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.



SECURE CLOUD GATEWAY +

(part of Software and Subscription Services+)

1. GENERAL

1.1 Service Definition

2. AVAILABLE VERSIONS OF SOFTWARE AND SUBSCRIPTION SERVICES

2.1 Verizon Secure Cloud Gateway / iboss Distributed Gateway Platform

3. SUPPLEMENTAL TERMS

3.1 End User Terms

3.2 Disclaimer of Warranties

3.3 Customer Responsibilities

4. FINANCIAL TERMS

4.1 Charges

4.2 Service Commitment

5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Software and Subscriptions Services + provides access to software licenses and cloud subscriptions offered by third party providers (TPP) associated with business communications, global network-based services and security services. Verizon is not the provider of TPP services and is reselling TPP services.

2. AVAILABLE VERSIONS OF SOFTWARE AND SUBSCRIPTION SERVICES

2.1 Verizon Secure Cloud Gateway / iboss Distributed Gateway Platform

2.1.1 **Service Definition.** iboss Distributed Gateway Platform provides secure cloud gateway services delivered from iboss cloud platform including either standard or mission critical support.

2.1.2 **Standard Service Features.** iboss Distributed Gateway Platform features are described at <https://enterprise.verizon.com/service/iboss.pdf>

3. SUPPLEMENTAL TERMS

3.1 **End User Terms.** When ordering TPP services, Customer acknowledges having read, understood, and agreed to the applicable end user license terms or agreement (EULA) for the TPP services ordered by Customer, which are identified below and incorporated by reference. If a TPP provides notice to Verizon that Customer has breached the TPP's EULA, Verizon will have the right to terminate the applicable TPP service. The EULAs for TPP services that govern Customer's use and access to TPP services are specified below:



3.1.1 **Verizon Secure Cloud Gateway / iboss Distributed Gateway Platform:**
www.verizonenterprise.com/external/service_guide/reg/iboss-eula.pdf

3.2 **Disclaimer of Warranties.** In addition to the disclaimer of warranties in Customer's master agreement with Verizon, Customer acknowledges and agrees that Verizon is not the provider of the Software and Subscription Services +, and Verizon provides no warranties, guarantees, or assurances of quality that apply to Software and Subscription Services. Customer will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance issues solely from TPP, and will not involve Verizon in the same.

3.3 **Customer Responsibilities.** Customer (and not Verizon or TPP) is responsible for taking any steps to gain any required consents by its end users and/or provide any notifications to its end users using any Software and Subscription Services + as may be required by law or otherwise.

4. FINANCIAL TERMS

4.1 **Charges.** Customer will pay the charges for Software and Subscription Services + specified in the Agreement and at the following URL:
www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm. Upon the Service Activation Date, Customer will be invoiced the NRC, MRC or the annual recurring charge (ARC) for the Service Commitment. The Activation Date shall be the date upon which either the TPP or Verizon has provided written notification or confirmation to the Customer that services have begun, whichever is earlier. Verizon reserves the right to audit the number of subscriptions (e.g. End User, IP Addresses) Customer has on Software and Subscription Services +, and in the event that the number of subscriptions exceeds the number of subscriptions ordered by Customer, Verizon reserves the right to charge Customer for the difference. Verizon may also charge applicable NRCs for such additional subscriptions.

4.2 **Service Commitment.** The Service Commitment for Software and Subscription Services + is shown in the applicable Service Order. Customer may order additional subscriptions at any time and each order will have its own Service Commitment, and each order will be billed at the then-current rates. If: (i) Customer terminates a Software and Subscription Services + before the end of the relevant Service Commitment for reasons other than Cause; or (ii) Verizon terminates Software and Subscription Services + for Cause, then Customer will pay an amount equal to the relevant MRC and/or ARC for the terminated subscriptions remaining during relevant Service Commitment(s). Notwithstanding any terms to the contrary in the Master Terms, the provision of Software and Subscription Services shall be terminated at the end of Customer's Service Commitment unless Customer and Verizon agree to a new Service Commitment prior to such end date.

5. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to Software and Subscription Services +:
www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm



WAN ANALYSIS REPORTING

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

1. GENERAL

1.1 **Service Definition.** WAN Analysis Reporting is a web-based reporting tool that provides customers with a consolidated view of their Verizon-provided network infrastructure for network bandwidth of 1Mbps to 10GB circuits.

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

1.2 Standard Service Features

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

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

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

	ETM	ETM Select	ETM Select with netflow	Threshold PPM
Managed Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Optional Add on to Standard Select, ETM, ETM Select or ETM Select with netflow
Unmanaged Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Not available.

1.3.1 **Enhanced Traffic Management Reporting.** Through Enhanced Traffic Management (“ETM”) Reporting, Verizon will provide all of the features and reports of Standard Select Reporting, plus Customer edge (“CE”) response path reporting and quality of service (“QoS”) performance reports.

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

- 1.3.3 **ETM Select Reporting with netflow.** Through ETM Select with netflow Reporting, Verizon will provide all of the features and reports of ETM Select Reporting plus optional configuration of traffic monitoring across an IP network known as “netflow.”
- 1.3.4 **Threshold Proactive Performance Monitoring.** With Threshold Proactive Performance Monitoring (“PPM”), Verizon provides analysis of Managed WAN performance against Verizon-defined thresholds for standard performance and performance-related threshold alerts from Customer’s Network for automatic trouble ticket generation to Verizon.

2. SERVICE LEVEL AGREEMENT

The service level agreements for WAN Analysis Reporting (Optimized and non-Optimized) can be found at the following URL: www.verizonenterprise.com/external/service_guide/reg/cp_war_plus_sla.pdf.

3. FINANCIAL TERMS

3.1 General Financial Terms

- 3.1.1 **Optimized Services.** Monthly recurring charges (“MRCs”) for WAN Analysis Reporting+ are specified in the applicable Contract, and are fixed for the Service Commitment, and at the following URL: http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to WAN Analysis Reporting:
www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm



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
3. SUPPLEMENTAL TERMS
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS
 - 5.1 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' 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 10th 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

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

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.

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

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. 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. 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)
Expedite Fee During Normal Working Hours Outside Normal Working Hours	\$700.00 per event per location \$1,050.00 per event per location
Cancellation (cancellation of VoIP Service post-Order, prior to completion of Installation)	\$800.00 per location
Premium Services – U.S./Canada Locations Enterprise Activity Charge Administrator Activity Charge User Charge Onsite Support Remote Support	\$100 per instance \$50 per instance \$25 per instance \$125 per hour \$90 per hour
Premium Services – Europe, Asia-Pacific Locations Enterprise Activity Charge Administrator Activity Charge User Charge Onsite Support Remote Support	\$200 per instance \$100 per instance \$50 per instance \$125 per hour \$175 per hour
Service Establishment Fee – U.S./Canada Locations <u>During Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers <u>Outside Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers	\$100.00 per location \$500.00 per location \$150.00 per location \$750.00 per location
Service Establishment Fee – Europe, Asia-Pacific Locations <u>During Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers <u>Outside Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers	\$250.00 per location \$500.00 per location \$375.00 per location \$750.00 per location



Dispatch Charge For dispatch of Verizon technician to make Customer-requested changes – charged per occasion: During Normal Working Hours Outside Normal Working Hours	 \$500.00 per event \$750.00 per event
Service Change Fee – U.S./Canada Locations <u>During Normal Working Hours</u> Simple Complex <u>Outside Normal Working Hours</u> Simple Complex	 \$100.00 per event per location \$300.00 per event per location \$150.00 per event per location \$450.00 per event per location
Service Change Fee – Europe, Asia-Pacific Locations <u>During Normal Working Hours</u> Simple Complex <u>Outside Normal Working Hours</u> Simple Complex	 \$250.00 per event per location \$300.00 per event per location \$375.00 per event per location \$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. In the case where VoIP Service is purchased with WebEx Calling (WebEX Calling over VoIP), the pricing is as set forth in Section 5.1.2.3.

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;
 - 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 WebEX Calling over VoIP Pricing- Simultaneous Calling Capacity Charge. Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects when Customer implements WebEx Calling over VoIP at sites in the U.S. Each such simultaneous calling unit includes:

- unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer’s enterprise); and
- Unlimited U.S. domestic LD minutes and unlimited Local calling if Local Service is offered in the affected region and purchased by Customer.

WebEx Calling over VoIP may only be installed in sites in the U.S. Unlimited concurrent calls is only available when the U.S. site (i) uses location level concurrent calls; and (ii) implements WebEx Calling with VoIP.

5.1.2.4 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
<p>* 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).</p>		

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.

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

Term	Definition
Customer Facilities	Customer equipment, software, wiring, power sources, telephone connections and/or communications services necessary for Customer to use VoIP Service.

Interconnected VoIP service	Means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IP compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN.
Simultaneous calling capacity	The maximum number of concurrent calls available at a site or enterprise, as applicable. Simultaneous calling capacity for Non-optimized VoIP Service is purchased at the location level, i.e., per Customer site. Simultaneous calling capacity for Optimized Service may be purchased at the location level or the enterprise level. For Non-Optimized Service, only off-net calls (i.e., calls that do not remain IP end-to-end, e.g., a call that terminates to the PSTN) count against Customer's simultaneous calling capacity. For Optimized Service, off-net and onnet calls count against Customer's simultaneous calling capacity.
WebEx Calling over VoIP	Means Verizon's cloud based PBX WebEx Calling that uses Verizon IP Trunking for transport.



NOTE REGARDING CUSTOMER DATA:

All Data resides in the United States.

T-1 helpdesk support (available when a Customer calls the Toll Free number for support) may be offshore.

Virtual Network Services +

1. GENERAL

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

2. SUPPLEMENTAL TERMS

- 2.1 Services Disclaimer
- 2.2 Encryption
- 2.3 VoIP Restrictions

3. SERVICE LEVEL AGREEMENT

4. FINANCIAL TERMS

- 4.1 Rates and Charges
- 4.2 One-Time Management Charges
- 4.3 Managed Implementation Charges

5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Virtual Network Services (VNS) is a virtual network service which provides virtual network functions (VNFs) deployed on cloud-based virtual machines (VMs) in the Hosted Network Services (HNS) environment, in the public cloud, or premise-based VMs, subject to availability.

1.1.1 **Replacement of Traditional Network Equipment.** VNS is a suite of network services that enables enterprise customers to replace traditional purpose built, appliance-based, network equipment with virtual network services.

1.1.2 **Software Based Environment.** VNS features are network services that operate within a virtual software-based environment rather than the traditional appliance-based network functions, where a single piece of proprietary, purpose-built hardware is associated with each distinct network service. VNS is offered either as a service chained together so that the network traffic passes through the applications in a certain specified order – e.g. traffic will pass through the firewall before the WAN Optimization service, or it can be separated so that some traffic will be directed to one set of network services, while other traffic will traverse another set. VNS supports both public Internet and MPLS connections in many locations, allowing Customer to access its Services in any combination of private and public access.

1.2 **Standard Service Features.** These service terms includes a description of the technical and operational requirements of VNS to be provided by Verizon. With VNS, Verizon provides the following software-based services: Virtual Network Services – Routing, Virtual Network Services - Security, Virtual Network Services – SD WAN, Virtual Network Services – Software Defined Secure Branch, Virtual Network Services - Session Border Controller (SBCaaS), Virtual Network Services - WAN Optimization and Virtual Network Services - Application Edge.

1.2.1 **VNFs.** The premise-based configuration provided by Verizon includes orchestration management software, which enables native instantiation, service chaining, and activation of the VNFs. The number and availability of VNFs supported on a given premise-based configuration will be dependent on the mix of VNFs chosen and the premise-based configuration. Verizon will define the final determination of the supported combinations of VNFs and VM sizing according to Customer's requirements. Delivery of VNS includes both the initial configuration/deployment of the requested VNF on either the premise-based VM or the HNS and continuous operation of those services in accordance with the terms set forth herein.

1.2.2 VNS can provide the following objectives to Customer:

- Replacement of physical deployments of routing, firewalls, and WAN acceleration.
- Introduction of new virtual functionalities in the future.
- Flexibility of management responsibilities.
- Multiple combinations of network functions and/or multiple vendor services at multiple remote and cloud locations.
- Automation and orchestration to cut service provisioning times.
- Rapid service scaling without the need for re-investment in physical devices.

1.2.3 **Access Technology and Interfaces.** The following access technologies are currently supported by VNS:

- All Ethernet types
- The following LAN Interfaces by the premise-based VM:
 - 100Base-TX
 - 100Base-FX
 - 1000Base-T
 - 1000Base-LX
 - 1000Base-SX
 - 10G-LR

1.2.4 **Feature Package.** With VNS, each function may be available in up to 3 Feature Packages: Essential, Core, and Complete. The capabilities and options within each Feature Package is defined by Verizon.

1.2.4.1 **Essential.** Essential provides functionality common within the industry.

1.2.4.2 **Core.** Core provides additional functionality.

1.2.4.3 **Complete.** Complete provides all the services that the vendor makes available functionality.

1.2.5 **Service Sizing.** After Customer has chosen a Feature Package, Customer will then choose the service size based on the transfer rate of the associated network connection(s), the number of maximum connections allowed, or the maximum number of concurrent calls, dependent on the service chosen. The capacity sizing options are specified in the table below. The choice of Feature Packages and the service capacity sizing are independent selections. The specific capabilities and options activated within a chosen Feature Package may affect the performance and throughput of the service. Verizon will work with Customer to help Customer identify and select an appropriate combination of Feature Package, options and capabilities, and capacity sizing based on Customer's specific requirements and traffic profiles. Bandwidth defined in the table below is the total aggregate bandwidth performance of the specific service.

Service Feature	Capacity Unit	Extra-Small	Small	Medium	Large	X-Large	XX-Large
Routing	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	Up to 2000
Security	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	Up to 2000
SBCaaS	Max Concurrent Calls	N/A	Up to 250	Up to 1000	Up to 5000	N/A	N/A
WAN Optimization - Riverbed	Max Connections	200	500	1000	2000	5000	N/A
SD-WAN	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	N/A
Software Defined Secure Branch	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	N/A
Application Edge	Allocated VM Resources	N/A	8 core 16GB RAM 400GB SSD	16 core 64GB RAM 2TB SSD	24 core 128GB RAM 3.5TB SSD	N/A	N/A

1.2.6 Virtual Network Services – Routing. With VNS - Routing, Verizon will provide the following routing functions based on the feature package chosen:

- **Routing Services.** Management of virtualized routers that provide routing capabilities for traffic traversing MPLS, Internet, or wireless circuits.
- **IP SEC VPN.** The provision of IP Sec VPN, a protocol suite for secure IP communications which authenticates and encrypts each IP packet of a communication session, utilizing a set of security protocols at the network or packet processing layer of network communications.

1.2.7 Virtual Network Services - Security. With VNS - Security, Verizon will provide security functions including firewalls to establish a barrier between a trusted, secure network and another unsecure network, such as the Internet. Additional security functions that may be available are as follows:

- **Data Loss Prevention (DLP).** DLP utilizes business rules to classify and protect confidential and critical information to prevent access by unauthorized end users.
- **Threat Prevention.** Threat Prevention protects Customer from malware and fraud that may be found in links in emails or IMs, or malware attachments on servers that access the internet.
- **Distributed Denial of Service (DDOS).** DDOS helps prevent distributed denial of service attacks.
- **Intrusion Detection Services (IDS).** IDS is a security management system for networks that analyzes information from various areas within a network to identify possible security breaches, which include both intrusions (attacks from outside the organization) and misuse (attacks from within the organization).
- **Intrusion Prevention Services (IPS).** IPS monitors Customer's network activities for malicious activity and blocks such activity when identified.
- **URL/Web Filtering.** URL or Web Filtering helps Customer to prevent computer users from viewing inappropriate web sites or content, or to prevent access of known malware hosts, checking the origin or content of a web page against a set of rules provided by Customer and the security service vendor.
- **Antispam.** Antispam detects e-mail messages that are unsolicited advertisements, *i.e.* spam, and divert the messages to a spam folder (junk mailbox).
- **Antivirus.** Antivirus detects and removes malicious software through an antivirus engine that is frequently updated as new threats emerge.
- **IP Sec VPN.** IP Sec VPN provides a protocol suite for secure IP communications by authenticating and encrypting each IP packet of a communication session, utilizing a set of security protocols at the network or packet processing layer of network communications.

1.2.8 Virtual Network Services - SD WAN. With VNS – SD WAN, Verizon will provide intelligent and programmable, rules-based WAN routing services, centralized management, and integration through APIs. The features packages associated with VNS – SD WAN are installed on either or both the

premise based VMs as a VNF or in the Hosted Network Services platform or in the public cloud. This Service Feature maps Customer application traffic over any combination of the internet, wireless or MPLS networks in accordance with Customer defined routing policies. Policies are customizable on an application-by-application basis. As network conditions shift, real-time automated and manual route changes enable Customer Data to be delivered over the best available transport for each application. Additional features that may be available are as follows:

- **Application Aware Routing (AAR).** Verizon will provide AAR which is intended to overcome the limitations of a site connected to more than one network with respect to routing metrics. AAR allows for flexible utilization of all available network capacity attached to a network site and Customer can establish policies that classify its traffic into categories to the granularity of applications, and define minimal requirements for loss, delay, and jitter per traffic class. AAR also will monitor network performance for each relevant pair of source and destination sites and send traffic onto those paths that best meet Customer's policies. If network conditions change and such policies cannot be enforced, AAR dynamically rearranges how application traffic is distributed across the available traffic paths in the background, so that an end user will not experience application level performance outside the boundaries set by the policies to the extent that there is enough bandwidth for the traffic.
- **Quality of Service (QoS).** With QoS, Customer has the ability to define parameters to prioritize handling of different types of business data.
Centralized enforcement of access control and network policies. Any changes to a policy will be applied across the network automatically.

1.2.9 Virtual Network Services - WAN Optimization. With VNS - WAN Optimization Verizon will provide functions which enhance the performance of Customer's WAN network connectivity, through both network packet and application aware optimization. Additional features which may be available are as follows:

- **Application Streamlining and Optimization.** Application streamlining which isolates much of chatty application protocol traffic to the LAN instead of the WAN in order to minimize latency.
- **Compression.** Compression which relies on data patterns that can be represented more efficiently and are applied on-the-fly to data passing through VMs.
- **Data Streamlining.** Data streamlining which includes the de-duplication of data such that 16 byte data references can replace words and even full documents to minimize resending redundant data.
- **TCP Acceleration/Transport Streamlining.** TCP Acceleration/Transport streamlining which optimizes TCP data packet sizes and reduces the number of round trips data takes.

1.2.10 Virtual Network Services – Software Defined Secure Branch. Verizon will provide programmable, rules-based WAN routing services, optional security services, centralized management, and integration through APIs. This feature installed on either or both on premises or in the Hosted Network Services platform. This feature maps Customer application traffic over Customer's network in accordance with Customer defined routing policies which can be updated by Customer either manually or automated. Policies are customizable on an application-by-application basis. Customer may request a list of the features included in each package by vendor by contacting Customer's account manager. Available services as part of this feature are as follows:

- **Application Aware Routing Function.** With Application Aware Routing, SD WAN monitors network performance for each relevant pair of source and destination sites and sends traffic onto those paths that best meet Customer's policies.
- **Quality of Service (QoS).** With QoS, Customer has the ability to define parameters to prioritize handling of different types of business data.
- **Centralized enforcement of access control and network policies.** Any changes to the policy will be applied across the network automatically.

- **Encrypted Control and Data Traffic.** The traffic can be encrypted end to end for additional protection of the data as it traverses the network.
- **Security Function.** Based on the vendor license and operating system and upon Customer's order, Verizon will provide security functions that may include layer 4 firewall, next generation (layer 7) firewall, intrusion detection, intrusion prevention, anti-virus, and content filtering features. Security functions are only available with Core and Complete service levels.

1.2.11 **Virtual Network Services – Session Border Control.** With VNS - Session Border Controller (SBCaaS), Verizon will provide security for VoIP traffic. In addition to VoIP, VNS - SBCaaS includes features that Customer may use for protocol interworking, QoS measurement and enhancement. The VNS – SBCaaS will be supported on the Hosted Network Service platform. VNS - SBCaaS includes call routing. Customer may request a list of the features included in each feature package by vendor by contacting Customer's account manager. Additional features which may be available are as follows:

- **Basic Call Routing Engine** – Call routing based on called and calling party, trunk groups, codec filtering and Call Route Prioritization.
- **Advanced Call Routing** – Support for advanced routing features including routing based on, SIP username/URL routing, route prioritization including time of day, day of week, call screening and blocking.
- **Signaling Services** – Support for industry standard signaling protocols, such as SIP, SIP I/T and H.323 in addition to protocol interworking.
- **Media Services** – Border-based media control services such as, Network Address Translation (NAT) and Network Address Port Translation (NAPT) traversal, media anchoring, transcoding, DTMF detection and insertion.
- **Security** – Network protection including session aware firewall functionality, denial of service (DoS) and Distributed Denial of Service (DDoS) protection, topology hiding, rogue RTP protection, Malformed packet protection, media encryption (SRTP) and Signaling encryption (IPsec, TLS).
- **QoS** – Quality of Service network and prioritization policies including Bandwidth Management, Type of Service (ToS) Packet Marking, and Call Admission Control.

1.2.12 **Virtual Network Services – Application Edge.** VNS - Application Edge is a container (e.g., Kubernetes cluster) management platform virtual machine (VM) on premise based universal CPE (uCPE) that is logically separated from other VMs so that Customer can install applications and workloads within that container environment. Customer installs and manages applications through the Verizon Application Edge Portal as further described below. Verizon will manage the VNS – Application Edge VM and container, however Verizon has no access to Customer content, data, or applications installed or stored within the container. Application Edge is provided at the Co Management service level as described below. The following additional features are available:

- **Application Edge Portal.** Customers access the Application Edge Portal using Role Based Access Control (RBAC) security via the Verizon Enterprise Center (or other website provided by Verizon from time to time (VEC)). Customer are able to manage multiple containerized applications from the Application Edge Portal, in addition, the portal includes tools to manage the container platform itself using industry standard Software Development Lifecycle (SDLC) processes across all of Customer's containers in Application Edge as well as other container platforms, based on Customer requirements. Verizon cannot access the Application Edge Portal.
- **Local VM Deployment.** The Application Edge VM and container within the uCPE is deployed by Verizon during Managed Implementation, ready for Customer to access through the Application Edge Portal.

1.2.13 **Full Management Service Level (Full Management).** Verizon will provide management for each VNS function and this will be bundled with Full Management of uCPE as described and supported under the Managed WAN Service Attachment. If the VNS service is hosted in the HNS environment,

the HNS hardware and systems are part of the service and does not require the Managed WAN Service Attachment. VNS Full also provides the following:

- **Notification.** Verizon provides fault notification for the Managed VNFs. Verizon will create a trouble ticket and attempt to notify Customer's designated point of contact via e-mail or automated phone message within 15 minutes of Verizon's determination of a Managed VNF or transport failure. Verizon will begin troubleshooting the data networking circuit until the problem has been verified as fixed and the ticket will then be closed, if the trouble is due to a Verizon data networking circuit; or ii) inform Customer of the fault and monitor the ticket if the trouble is due to causes other than a Verizon data networking circuit and upon resolution by Customer, the ticket will be closed.
- **Managed Services Customer Portal.** The managed services portal, available via VEC, is an Internet web portal that provides a view of Customer Network information 24 hours a day, seven days a week. Customer is limited to 10 user accounts and is responsible for ensuring that all users understand and comply with Verizon's confidentiality requirements. The VEC can be accessed at: www.verizonenterprise.com.
- **Digital Connect API Gateway.** Verizon will provide access to the Digital Connect API gateway (<https://digitalconnect.verizon.com>) (API Gateway) so Customer can develop application program interface (API) allow for e-bonding to Verizon for services such as incident management or change management.
- **Change Management Activities.** Certain change management activities shown on the VEC as Standard Change Management are provided at no additional charge.
 - **Monitoring and Management.** Verizon provides proactive monitoring of all Managed VNFs 24 hours a day, seven days a week. Verizon will monitor the Managed VNFs via use of the simple network management protocol (SNMP) and internet control message protocol (ICMP commonly called a "ping") for status and error conditions (e.g. SNMP trap messages). Customer will inform Verizon of physical faults once it has completed its logical troubleshooting if Verizon is maintenance provider for Customer's CPE. If a problem is software-related, Verizon will remotely bring the Managed VNF back to operational condition. Management of Managed VNFs includes management of applicable software licenses that may be configured on Managed VNFs.
- **Managed Implementation.** With Managed Implementation, Verizon will bring a new Customer Network online and under Verizon management.
- **Managed VNF Enhanced Features.** The features are provided as an embedded operating service feature. Verizon will provide relevant software patches and upgrades as provided by the Managed VNF manufacturer from time to time for installation during a scheduled maintenance period.
 - **Managed VNS Support for Dynamic Bandwidth Feature.** With dynamic bandwidth, Verizon will provide support for VNS Full Management, and only if Customer orders Verizon Network services (under a separate service attachment). When Customer places an order in the Verizon PIP dynamic bandwidth portal, changes to the CE router are manually made by Verizon with concurrent changes to the PE router. Verizon's objective for completion of the CE changes is 72 hours from Customer's placement of the order. Limitations for this semi-automated support include:
 - Only one change per United States Business Day per CE router is permitted.
 - Not more than four changes per month per CE router are permitted.
 - Not more than five changes per United States Business Day per Customer Network are permitted.
 - Changes can only be submitted Sunday 12:01 PM Eastern United States time through Friday 5:00 PM Eastern United States time.
 - The dynamic bandwidth schedule change feature is not available.
 - The Verizon PIP add or remove enhanced traffic management (ETM) feature is not available.

1.2.14 Co Management Service Level (Co Management). Verizon will provide management for each VNS function and this will be bundled with Full Management of uCPE as described and supported under

the Managed WAN Service Attachment. If the VNS service is hosted in the HNS environment, the HNS hardware and systems are part of the service and does not require the Managed WAN Service Attachment. Co Management provides the same management functions as the Full Management with the exception of the following:

- **SD WAN Policy Management.** If Customer has Co Management, Customer can make certain policy changes using the VEC or VEC for SD WAN service features. Additional service features will be added to the VEC and API Gateway from time to time. Verizon, working with Customer, will set the initial policies during implementation. Additionally, Verizon will, from time to time, set policies that are not accessible to Customer. Customer may obtain a list of available policies by way of the VEC or API Gateway or by contacting Customer's account manager. Customer acknowledges and agrees that policy changes made by Customer may negatively impact application traffic performance.
- **Application Edge.** Application Edge is only available with Co Management. Verizon manages the VM and containers on the uCPE, which includes any relevant software patches and upgrades as provided by the VM and container provider. Customer may use the Application Edge Portal to manage containers not provided by Verizon for an additional cost. Any such containers and supporting infrastructure are entirely the responsibility of Customer, including any upgrades or patches required including, but not limited to, containers located in public clouds, at Customer owned data centers, or on Customer owned hardware.

1.2.15 **Monitor Management Service Level (Monitor Management).** With Monitor Management, Verizon will monitor VNS feature packages bundled with Full Management of the uCPE as described and supported under the Managed WAN Service Attachment. Monitor Management provides notifications of VNF service outages only. Customer will be responsible for all policies, patching and updating of the VNF software.

1.3 Verizon Responsibilities.

1.3.1 **Demarcation.** Verizon will provide the demarcation of VNS at the Local Area Network (LAN) interface of the Managed VNF.

1.4 Customer Responsibilities.

1.4.1 **IP Addresses.** Verizon will designate IP addresses for use with VNS. Customer will not use non-approved IP addressing on VNS. Verizon also reserves the right to use border gateway protocol (BGP) routing when VNS terminates Verizon transport.

1.4.2 **Customer Notifications.** Customer shall report detected service failures and provide information to the Verizon Customer Service Center.

1.4.3 **Back Up.** Customer is responsible for the adequacy of any duplication or documentation for its electronic files at all times. Neither Verizon nor its designees are responsible or liable for Customer's failure to duplicate or document files or for data or files lost during the performance of VNS.

1.4.4 **Reports.** All copies of any reports, recommendations, documentation, VEC printouts, or other materials in any media form provided to Customer by Verizon will be treated by Customer as Verizon Confidential Information. Customer Confidential Information, if embedded in the above, shall continue to be treated as Customer Confidential Information.

1.4.5 **VEC or API Gateway User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is



responsible for all activities and Charges incurred through the use of the compromised login credentials.

2. SUPPLEMENTAL TERMS

2.1 **Services Disclaimer.** Verizon makes no warranties, guarantees, or representations, express, or implied that i) VNS will protect the Customer Network from intrusions, viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; ii) any security threats and vulnerabilities will be prevented or detected; or, iii) the performance by Verizon of VNS will render Customer's systems invulnerable to security breaches.

2.2 **Restriction on Encryption Functionality in India.** VNS allows for transport_routing capabilities and encryption for traffic traversing Internet circuits. Due to differing license requirements attaching to different Services in India, with respect to traffic on: (a) Internet Dedicated Services, Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority. Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India; and (b) Broadband Services, the use of encryption shall be governed by the government policy/rules made under the Information Technology Act, 2000.

2.3 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Verizon Facilities. To the extent such regulations apply, Customer shall comply with those regulations and Verizon is not responsible or liable for any claims arising from Customer's violation of such regulations.

2.4 **Customer Content in Application Edge.**

2.4.1 **Generally.** Customer, not Verizon, has sole and exclusive control over the content, data, and applications (collectively, Customer Content) residing within the Application Edge container. The parties acknowledge and agree that in the provision of Application Edge service, Verizon is not provided, either directly or indirectly, and will not seek access to, the Customer Content. Verizon does not and will not exercise any control over the Customer Content.

2.4.2 **Protected Health Information (U.S. only).** Customer will not use VNS Application Edge in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences

3. SERVICE LEVEL AGREEMENT (SLA)

The SLA for VNS may be found at the following URL:

www.verizonenterprise.com/us/publications/service_guide/secure/cp_vns_plus_virtual_network_services_slc_SG.pdf

4. FINANCIAL TERMS

4.1 **Rates and Charges.** Customer will pay the monthly recurring charges (MRCs) and non-recurring charges (NRCs) for VNS as specified in pricing catalog for the GTA Direct Agreement with Verizon (98000-GTA Direct-CONTRACT-4666-VER). Customer will pay additional MRCs and NRCs, as applicable, for any equipment management required or for optional services or features that may be ordered by Customer under the Order. VNS MRCs are fixed. The charges shown herein are quoted in United States dollars and will be billed in the invoice currency.



4.2 **One-Time Management Charges.** Optional Change Management (OCM) provides additional remote change management support for VNS. Customer can order specific OCM activities through the Verizon VEC. The Standard Change Management activities shown in the VEC are included in the MRC of the VNS Service.

4.3 **Managed Implementation Charges.** Depending upon network readiness or complexity, additional engineering time, equipment or equipment upgrade may be required with associated NRC. Equipment and equipment management costs are not included in the NRC shown in an Order. CPE may be provided under a separate service attachment. The NRC and MRC shown in the Order apply per Managed VNF.

5. **DEFINITIONS.** The following definitions apply to VNS in addition to those identified in the Master Services Agreement.

Term	Definition
Customer Network	A collection of Managed VNFs and the network they are connected to.
Managed VNF	A Virtual Network Function (VNF) that has been designated as supported by VNS.

Administrative Change: An Administrative Change charge applies when Customer requests the modification of an existing circuit or Service that involves changes to Customer entity name, Customer contact name or Customer phone number, verification of testing performed by third parties, and Service rearrangements not involving a physical change or a change in Customer billing address.

After Hours: An After Hours charge applies when Customer requests Service installation outside of Normal Working Hours.

Cancellation of Order: A Cancellation of Order charge applies when Verizon discontinues processing a Service Order prior to its completion (in whole or in part) due to Customer's request to cancel or defer installation for more than 30 days.

Expedite: An Expedite charge applies per Service when Customer requests that a Service Order (including a change order) be processed in a time period shorter than the Verizon standard installation interval, whether or not the installation or change is completed in the requested timeframe.

Pending Order Change: A Pending Order Change charge applies when Customer requests the modification of a Service Order prior to its completion.

Physical Change: A Physical Change charge applies when Customer requests a Service modification that requires some physical change of Service.

Service Date Change: A Service Date Change Charge applies each time Customer requests a new order due date that is within 30 days of the original due date.