




Amendment ID: D75329-01
Contract ID: C59068-00
Reference ID: 4310
Routing Code: U-U-E

Amendment and Service Order Form to the U.S. Services Agreement

REDONDO BEACH, CITY OF (INC) (Customer Signatory)	Verizon's presentation of this Amendment and Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.
Signature: 	
Name: Bill Brand	
Title: Mayor	
Date: 8/28/18	
Email: Chris.Benson@redondo.org	

Valid if signed and submitted to Verizon by 11-Oct-2018.

This Amendment and Service Order is entered into pursuant to the U.S. Services Agreement ("Agreement") identified by Verizon Contract Identification Number C59068-00 by and between Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services") ("Verizon Signatory") and REDONDO BEACH, CITY OF (INC) ("Customer Signatory"), which is amended as described below. Customer Signatory agrees that any future Service Orders will be subject to the Agreement as amended herein.

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Amendment and Service Order.

SERVICE TERMS

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

1. **Managed WAN +;** terms are located at
www.verizonenterprise.com/service/cp_mwan_plus_toc_2018MAY01.htm.

PRICING

1. PROMOTIONS.

- 1.1 **Managed WAN +:** Managed Services Value WAN Routing terms are located at
www.verizonenterprise.com/external/service_guide/reg/pr_managed_services_value_wan_routing_promotion.pdf.

SERVICE ORDER FORM

Quote ID	196115019
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Contract ID: C59068-00
Reference ID: 4310
Routing Code: U-U-E

Quote Version #	0
Order Section #	592740

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
24817895C - Redondo Beach	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	MCI Communications Services, Inc. d/b/a Verizon Business Services	USD	105.69	6.53
Total excluding Taxes (as defined in the Contract)			USD	105.69	6.53

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

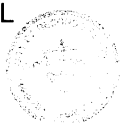
1. Service Delivered to:

Location ID: 24817895C - Redondo Beach
415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States

Service Summary	MRC (USD)	NRC (USD)
Customer Premises Equipment and Related Services +	55.89	6.53
Managed WAN +	49.80	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	105.69	6.53

Service Detail for Location ID(s): 24817895C - Redondo Beach (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Customer Premises Equipment and Related Services + Service ID: See Appendix Service Commitment: See Appendix				
Customer Premises Equipment and Related Services +			55.89	6.53
Managed WAN +, Service ID: 259382931 Activity Type: ADDED Service Commitment: 36 Months				
Router Management - Full - X-Small	ADDED	N/A	49.80	0.00
Promotion: Managed Services Value WAN Routing			0.00	0.00
WAN Analysis Reporting +, Service ID: 172074178 Activity Type: REMOVED Service Commitment: 36 Months Previous Order Section #: 357962				
Standard Select	REMOVED	N/A	0.00	N/A
Provider Edge Statistics	REMOVED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			105.69	6.53

**Appendix
To Service Order Details**





Amendment ID: D75329-01
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Appendix Summary:

1. Customer Premises Equipment and Related Services +

1. Customer Premises Equipment and Related Services +

Location ID: 24817895C - Redondo Beach
415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States

Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services

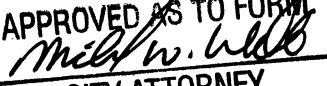
Customer Premises Equipment and Related Services +	Activity Type	Quantity	MRC (USD)	NRC (USD)
Service ID: 259382933				
Service Commitment: 36 Months				
Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - SRX300 - SRX300 (HARDWARE ONLY, REQUIRE SRX300-JSB OR SRX300-JSE TO COMPLETE SYSTEM)	ADDED	1	9.58	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-7X24X4 - VERIZON PROACTIVE CARE MAINT - 7X24X4 ONSITE - for - SRX300	ADDED	1	5.74	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-MWAN - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	16.13	N/A
Software - Monthly Recurring Plan (MRP) - SRX300-JSB - SRX300 JUNIPER SECURE BRANCH (ROUTING, SWITCHING, FIREWALL, NAT, IPSEC VPN) SOFTWARE - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	11.82	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-7X24X4 - VERIZON PROACTIVE CARE MAINT - 7X24X4 ONSITE - for - SRX300-JSB	ADDED	1	3.88	N/A
Equipment - Monthly Recurring Plan (MRP) - CBL-EX-PWR-C13-US - AC POWER CABLE US 13A 125V 2.5METER - Includes: VDM-N-7X24X4 - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.93	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VDM-N-7X24X4 - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.50	N/A
Subtotal (Service ID: 259382933)			48.58	0.00
Service ID: 259409013				
Service Commitment: 36 Months				
Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - USR5686G - 56K U SERIAL CTRLR MODEM EXT SERIAL FAXMODEM	ADDED	1	3.62	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-5X8XNBD - VERIZON PROACTIVE CARE MAINT - 5X8XNBD ONSITE - for - USR5686G	ADDED	1	0.65	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-MWAN - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	1.01	N/A
Equipment - Monthly Recurring Plan (MRP) - 49305-000-995 - CISCO ASYNC KIT CONSISTS OF 1 EA RJ45/RJ45 10 FT ASSEMBLY, M25 TO RJ45 ADAPTER, F25 TO RJ45 ADAPTER, AND F9 TO RJ45 ADAPTER - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	1.03	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6	ADDED	1	0.50	N/A





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feet - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN				
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.50	N/A
Subtotal (Service ID: 259409013)			7.31	0.00
Delivery Charges				
Shipping and Handling			0.00	6.53
Delivery Charges Subtotal			0.00	6.53
CPE and Related Services Total USD excluding Taxes (as defined in the Contract)			55.89	6.53


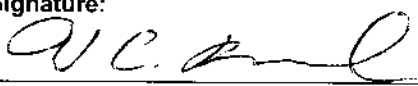
APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:


ELEANOR MANZANO, CITY CLERK



**Master Service Order Form
to the U.S. Services Agreement**

REDONDO BEACH, CITY OF (INC) (Customer Signatory)	Verizon's presentation of this Master Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below. ATTEST:  ELEANOR MANZANO, CITY CLERK
Signature: 	
Name: William C. Brand	
Title: Mayor	
Date: July 18, 2017	
Email:	

Valid if signed and submitted to Verizon by 23-Aug-2017.

This U.S. Services Agreement ("Agreement") is entered into pursuant to and includes the Master Terms found at www.verizonenterprise.com/service/g_omt_us_toc.htm, as well as the Service Attachment(s) and promotions for the new Services and promotions named below, found at the links provided below (collectively, the "Online Terms") together with any other terms set out herein. Customer Signatory agrees that any future Service Orders also will be subject to the terms of the Agreement.

Customer Signatory understands that the Online Terms include service descriptions, requirements, service level agreements (where applicable), payment terms and other terms and conditions, and that these materially affect the rights, obligations and remedies of both Parties.

Updates to the Online Terms apply to the Agreement, including Services previously ordered under it, and if such updates affect Customer in a material and adverse manner (and are not otherwise resolved by Verizon), Customer may discontinue the affected Service as provided in the Agreement. Customer assumes sole responsibility to review changes to the Online Terms when they are made. Customer may enroll to receive email notifications of Online Terms changes at www.verizonenterprise.com/us/publications/service_guide/subscriptions/.

The Parties acknowledge the Agreement includes consent to use CPNI to market new Services.

Parties	
Customer Signatory: REDONDO BEACH, CITY OF (INC)	Verizon: Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 415 DIAMOND ST REDONDO BEACH, CA 90277-2836 USA	Registered Office Address: One Verizon Way Basking Ridge, NJ 07920 USA
Registered No., ABN or CIN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable): 956000767	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable):





	Not applicable
Address for Notices: 415 DIAMOND ST REDONDO BEACH, CA 90277-2836 USA Chris.Benson@redondo.org	Address for Notices: 6415-6455 Business Center Drive Highlands Ranch, CO 80130 USA Attn: Customer Service Email: notice@verizon.com

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Master Service Order.

- i) **New Services** ("+" following the Service name indicates it is a Rapid Delivery Service; it is not a part of the Service name).
1. **Access +**; terms are located at www.verizonenterprise.com/service/cp_access_plus_toc_2016DEC30.htm.
 2. **Customer Premises Equipment and Related Services +**; terms are located at www.verizonenterprise.com/service/cp_cpe_plus_toc_2016SEP15.htm.
 3. **Private IP +**; terms are located at www.verizonenterprise.com/service/cp_pip_plus_toc_2017JAN01.htm.
 4. **WAN Analysis Reporting +**; terms are located at www.verizonenterprise.com/service/cp_war_plus_toc_2016NOV30.htm.
- ii) **Promotions.**
1. **Access +**: Verizon Services 90 Day Satisfaction Guarantee for Service terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_verizon_services_90_day_satisfaction_guarantee_for_service_promotion.pdf.
 2. **Access +**: Private IP + Fast Start v2 terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_plus_fast_start_v2_promotion.pdf.
 3. **Private IP +**: Verizon Services 90 Day Satisfaction Guarantee for Service terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_verizon_services_90_day_satisfaction_guarantee_for_service_promotion.pdf.
 4. **Private IP +**: Private IP + Fast Start v2 terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_plus_fast_start_v2_promotion.pdf.

Service Details

SERVICE ORDER FORM

Quote ID	194136210
Quote Version #	0
Order Section #	357962

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
24817895C	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	MCI Communications Services, Inc. d/b/a Verizon Business Services	USD	1,572.29	19.46
Total excluding Taxes (as defined in the Contract)			USD	1,572.29	19.46

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

1. Service Delivered to:





Contract ID: C59068-00

Reference ID: 3449

Routing Code: U-U-E

Location ID: 24817895C

415 DIAMOND ST, REDONDO BEACH, CA, 90277-2836, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	681.23	0.00
Customer Premises Equipment and Related Services +	91.06	19.46
Private IP +	800.00	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	1,572.29	19.46

Service Detail for Location ID(s): 24817895C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 172074174 Activity Type: ADDED Service Commitment: 36 Months				
Local Access - Op/App Performance: Gold / Gold - 50 Mbps - UNI Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE)	ADDED	N/A	681.23	0.00
Additional Promotions included: <ul style="list-style-type: none">Verizon Services 90 Day Satisfaction Guarantee for ServicePrivate IP + Fast Start v2				
Customer Premises Equipment and Related Services + Service ID: See Appendix Service Commitment: See Appendix				
Customer Premises Equipment and Related Services +			91.06	19.46
Private IP +, Service ID: 172074176 Activity Type: ADDED Service Commitment: 36 Months				
PIP Port - 50 Mbps - United States	ADDED	N/A	800.00	0.00
Class of Service - ETM - 50 Mbps - 0 Kbps	ADDED	N/A	0.00	0.00
Additional Promotions included: <ul style="list-style-type: none">Private IP + Fast Start v2Verizon Services 90 Day Satisfaction Guarantee for Service				
WAN Analysis Reporting +, Service ID: 172074178 Activity Type: ADDED Service Commitment: 36 Months				
Standard Select	ADDED	N/A	0.00	N/A
Provider Edge Statistics	ADDED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			1,572.29	19.46

Appendix To Service Order Details

Appendix Summary:

1. Customer Premises Equipment and Related Services +
2. Private IP +

1. Customer Premises Equipment and Related Services +

Location ID: 24817895C

415 DIAMOND ST, REDONDO BEACH, CA, 90277-2836, United States





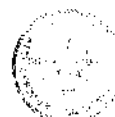
Contract ID: C59068-00
Reference ID: 3449
Routing Code: U-U-E

Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services

Customer Premises Equipment and Related Services +	Activity Type	Quantity	MRC (USD)	NRC (USD)
Service ID: 172074177 Service Commitment: 36 Months Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - ISR4321/K9 - Cisco ISR 4321 (2GE, 2NIM, 4G FLASH, 4G DRAM, IPB) - Included	ADDED	1	90.60	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VERIZON ADVANCE CARE MAINTENANCE 7X24X4 ON-SITE - for - ISR4321/K9 - Included	ADDED	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-PIP - STAGING AND WAN SIDE DEPLOYMENT ONLY - Included	ADDED	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - SISR4300UK9-315S - Cisco ISR 4300 Series IOS XE Universal - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.00	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-AC-C5 - AC Power Cord, Type C5, US, Canada - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.00	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.46	N/A
Subtotal (Service ID: 172074177)			91.06	0.00
Delivery Charges				
Shipping and Handling			0.00	19.46
Delivery Charges Subtotal			0.00	19.46
CPE and Related Services Total USD excluding Taxes (as defined in the Contract)			91.06	19.46

2. Private IP + - Other Rates and Charges

Dynamic Network Manager Applies to Location ID/Service ID(s): 24817895C / 172074176			
Private IP Dynamic Port Pricing		Private IP Dynamic Port Pricing	
Port Speed	MRC (USD)	Port Speed	MRC (USD)
1 Mbps	107.50	9 Mbps	336.25
2 Mbps	160.00	10 Mbps	347.50
3 Mbps	200.00	15 Mbps	500.00
4 Mbps	240.00	20 Mbps	640.00
5 Mbps	265.00	30 Mbps	710.00
6 Mbps	290.00	40 Mbps	750.00
7 Mbps	307.50	50 Mbps	800.00
8 Mbps	325.00		
Private IP EF Real-time Pricing		Private IP EF Real-time Pricing	
EF Realtime CAR Speed	MRC (USD)	EF Realtime CAR Speed	MRC (USD)
0 Kbps	0.00	3.5 Mbps	55.00
8 Kbps	7.00	4 Mbps	60.00
16 Kbps	7.00	5 Mbps	64.00





Contract ID: C59068-00

Reference ID: 3449

Routing Code: U-U-E

32 Kbps	7.00	5.5 Mbps	68.00
56 Kbps	7.00	7 Mbps	77.00
128 Kbps	7.00	9 Mbps	84.50
256 Kbps	7.00	10 Mbps	87.00
384 Kbps	7.00	13 Mbps	110.00
512 Kbps	7.00	14 Mbps	117.50
768 Kbps	7.00	15 Mbps	125.00
900 Kbps	7.00	17 Mbps	135.00
1 Mbps	7.00	18 Mbps	139.00
1.3 Mbps	7.00	20 Mbps	150.00
1.5 Mbps	7.00	25 Mbps	164.00
1.7 Mbps	7.00	30 Mbps	177.50
2 Mbps	40.00	35 Mbps	182.50
2.5 Mbps	45.00	40 Mbps	187.50
3 Mbps	50.00		

APPROVED AS TO FORM:

[Signature]
ACTING CITY ATTORNEY



Service Order Summary

This document is for information purposes only

Customer Legal Entity	REDONDO BEACH, CITY OF (INC)
Quote ID	194136210
Quote Version #	0

Site Country	Site Address	Location ID	Customer Legal Entity	Service Provided by	Reference ID	Currency	MRC	NRC
United States	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	24817895C	REDONDO BEACH, CITY OF (INC)	MCI Communications Services, Inc. d/b/a Verizon Business Services	3449	USD	1,572.29	19.46
Total excluding Taxes (as defined in the Contract)							USD	19.46



ONLINE MASTER TERMS – UNITED STATES SERVICES

1. **General.** These online Master Terms ("Master Terms"), the online Service Attachments ("Service Attachments") and related information appearing at www.verizonenterprise.com/guide are generally referred to collectively as the Online Terms. The Online Terms are incorporated by reference into an Agreement, which may modify or supplement it. If no unexpired Agreement exists, the Online Terms apply to the receipt or use of any service not covered by a Tariff.
2. **Agreement.** The Agreement establishes a framework under which Customer can order Services from Verizon in the U.S. under the Agreement or pursuant to Contracts. Each resulting Contract is created by way of Service Order and consists of (a) the applicable Agreement; (b) Service Attachments; and (c) other content incorporated by reference. The rules at www.verizonenterprise.com/service/g_service_provider_list.htm identify the relevant U.S. Provider if the Contract does not otherwise do so. A Participating Entity may contract for Service in its own name subject to the terms of an existing Contract. Customer may access CPNI of its Participating Entities.
3. **Definitions.** The Online Definitions apply to the Online Terms and to Contracts with respect to terms not otherwise defined within them.
4. **Service Order-Based Contracts.**
 - 4.1 **Service Order Process.** When required, Verizon will provide Customer a SOF for signature. If Verizon learns that it cannot fulfill a SOF due to third party issues after Customer accepts the SOF, Verizon will notify Customer as soon as possible and shall have no further obligation to provide the Service under that SOF.
 - 4.2 **Order Limitations.** Verizon may decline an order if it would be impossible or impractical to provide it as requested -- for example, but not exclusively, in a location in which Verizon does not have regulatory authorization to provide the service; or sufficient presence, infrastructure or capacity to support it.
 - 4.3 **Effective Date.** Subject to the clause entitled "Service Order Process," a Service Order shall be effective and binding on both Parties on the Commencement Date.
 - 4.4 **No-Sign Service Order Acknowledgement Ordering.** Where available, Customer may use the No-Sign SOF process to document its Service orders. U.S. Customers are automatically able to use the No-Sign SOF process (but may opt-out at their discretion). Under the No-Sign SOF process, Customer submits a request for Service (which may be oral or in writing) that Verizon acknowledges by a No-Sign SOF email to the Customer Agreement signor or designee, which includes the requested services, locations, prices and parties. A No-Sign Service Order is binding on both parties when sent. Customer has five calendar days to notify Verizon of any errors in the No-Sign SOF. The No-Sign SOF process is not available for all services or in all countries.
5. **Order of Precedence.** In the event of an inconsistency between the provisions of a Contract, the following order of precedence applies, with 1 having the highest precedence: (1) the Service Order (if applicable); (2) the Agreement. Within the Agreement the following order of precedence applies with (a) having the highest precedence: (a) Service Attachments, with a state-specific provision having precedence over provisions that are not state specific; and (b) these Master Terms. Where applicable, U.S. Service Tariffs take precedence over all other terms to the extent they are required to take precedence by law.
6. **Changes to U.S. Online Terms.** Verizon may amend the Online Terms from time to time. Changes to the Online Terms are effective upon posting of the Online Terms in the case of new Services, Service features, Service options or Service promotions. Other modifications to the Online Terms are effective on the date indicated in the Online Terms, provided that no such modification becomes effective and binding on Customer until it has been posted in the Online Terms for at least 15 days. Customer may enroll to receive email notifications of Online Terms changes at <http://www.verizonenterprise.com/guide/subscriptions>. If any modification made by Verizon to the Online Terms affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without termination liability (except for payment of all charges incurred up to the effective date of such Service discontinuance) by providing Verizon with written notice of discontinuance within 60 days of the date such change is posted in the Online Terms. A "material and adverse" change will not include: (a) the introduction of a new Service element or any new Service feature associated with an existing Service, including all terms, conditions and prices relating thereto; (b) an adjustment (either an increase or a reduction) of a published underlying Service price not expressly fixed in the Agreement; or (c) the introduction or revision of Governmental Charges. If a Service for which the charges are included in Contributing Charges or Eligible Charges, as applicable, is discontinued under this Section, the affected Customer's relevant Volume Commitment will be modified, to reflect the discontinuance upon Customer's request.
7. **Duration.** The Online Terms shall continue until terminated in accordance with the provisions of the Master Terms.
8. **Rates and Charges.** Contracts will identify rates and charges which are fixed (i.e., not subject to change) for the Term. Otherwise, Verizon may change its rates and charges upon 30 days notice to Customer with the following exception: For voice services, Verizon may change its rates and charges at any time upon seven days notice to



ONLINE MASTER TERMS – UNITED STATES SERVICES

Customer. Verizon may give Customer notice of such changes in rates or charges by posting them in the Online Terms, by invoice message, or by other reasonable means. In Contracts that incorporate online pricing, that pricing may be supplemented by the rates and charges for new service options as they become available, such as faster speeds and advanced features. Pricing for such new service options will be clearly distinguished from existing pricing, which will not be affected. Customer may order such new service options at the referenced prices, subject to applicable terms. If Customer's Contract does not already contain the appropriate terms, an amendment may be needed.

- 8.1 **Services.** Charges and rates (including credits and discounts) for Services are provided in the applicable Service Order, Service Attachment, Master Terms, or Tariff (as applicable). The rates and charges for Services will be effective on the Services Effective Date. Except as expressly provided to the contrary in a Service Order, the rates and charges set forth in a Contract for Services are in lieu of, and not in addition to, any other discounts, promotions and/or credits (Tariffed, standard or otherwise). All rates and charges for Services are subject to change under the terms of the applicable Service Order, Service Attachment, Master Terms, Tariff, or other provisions of a Contract specifically applicable to Services, except those that are designated as "fixed" in the Contract, the Master Terms, the Service Attachment, a Service Order or an applicable Tariff. For Services not specifically set forth in a Contract, Verizon's standard rates and terms apply. References in a Contract regarding standard rates and/or discounts and standard Tariffed rates and/or discounts refer to the corresponding standard charges, rates and/or discounts set forth in the Online Terms, the applicable Tariff, or other Verizon standard rate tables.
- 8.2 **Governmental Charges.** Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Optimized Services were previously referred to as "Dated" Services.
- 8.3 **Accrual of Charges.** Except as otherwise stated in the Agreement or a Contract, Customer is deemed to have accepted a Service upon the Service Activation Date and Verizon will accrue and invoice the charges as follows: (a) recurring charges accrue from the Service Activation Date and are invoiced in advance; (b) usage-based charges accrue from the Service Activation Date and are invoiced in arrears; and (c) one-time or set-up charges accrue from the Commencement Date (or where there is no Commencement Date the date an order under the Agreement is accepted by Verizon) and are invoiced at any time thereafter. If a Service Activation Date is delayed because Customer (a) has not met its obligations or done all that is necessary on its part to activate the Services, then Verizon may deem a date to be the Service Activation Date (whether the Services are ready for use or not) and charges shall commence to accrue in accordance with this clause; or (b) requests a delay. Customer shall be liable for any third party costs and expenses incurred by Verizon, including but not limited to charges in relation to third party Local Access, related Services or Service Equipment during the period of delay. For purposes of computing the daily share of a monthly charge, a month consists of 30 days, except for Optimized Services, for which the calculation will use the actual number of days in the applicable month.
- 8.4 **Ancillary Charges.**
- 8.4.1 **Paper Invoice Charge.** A \$40 monthly recurring charge applies to every paper invoice provided to a Customer (except invoices solely for US intrastate telecommunications services) in lieu of, or in addition to, an online invoice. This charge does not apply where Customer has established to Verizon's satisfaction, or Verizon determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.
- 8.4.2 **Convenience Payment Charge.** A \$5 convenience payment charge applies to any Customer payment by ETF or ACH for Verizon Services that are authorized by telephone. The charge will be made by the same payment method Customer selected. For EFT and ACH payments, it will be added to the total payment amount. The charge does not apply to other payment options.
- 8.4.3 **No Fault Found Charge.** A non-recurring charge applies when a Verizon representative is dispatched to Customer's premises, or performs work remotely, at Customer's request to investigate a suspected issue with the Services, and the Verizon representative responds to the request and finds no fault with the proper functioning of the Services or is prevented from resolving the request due to Customer's failure to provide access or other contractually-required assistance. Examples include (without limitation) situations in which Verizon determines: (a) the fault is with the Customer/third party vendor-maintained equipment or network; (b) the fault has already been resolved; (c) the fault resulted from an interruption to the power supply to the Service Equipment at the Customer Site that was not approved by Verizon; or (d) the fault was caused by an act or omission of Customer in breach of the Agreement or a Contract. Verizon may modify this charge by providing notice to Customer (including by posting online). The following charges apply for each Verizon response, based on time of the visit:



ONLINE MASTER TERMS – UNITED STATES SERVICES

Time of Day	Charge
Normal Working Hours	\$265
After Hours	\$400

A visit to Customer Site or remote response which begins or ends outside of Normal Working Hours is "After Hours."

- 8.5 **Telecommunications Service Priority ("TSP").** The rates and charges, features, and terms and conditions set forth in the online Service terms for TSP Service apply when TSP is provided to Customer.

9. Payment of Invoices.

- 9.1 **General.** Customer shall pay Verizon invoices within 30 days of the invoice date.

9.1.1 Amounts not paid or Disputed on or before 30 days from the invoice date will be past due, and interest shall accrue on any past due amount from the due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either (a) 1.5% per month or (b) the maximum amount allowed by applicable law. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid charges. Verizon may invoice Customer up to six months after the date a charge accrues; for charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon becomes aware of such charges).

9.1.2 Without prejudice to any other rights under applicable law, Verizon also may exercise the following remedies with respect to any past due amount other than Disputed Amounts: (i) setting it off against any Security and requiring the Security to be increased by an additional amount; (ii) terminating these Master Terms and/or a Contract in accordance with the clauses entitled "Termination Notice" and "Service Suspension;" and/or (iii) exercising any other rights it may have with respect to any surety, security interest or other assurance of payment. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under these Master Terms or a Contract.

- 9.2 **Credit Check.** Verizon may, at any time, in the reasonable exercise of its discretion, conduct a credit check of Customer, for purposes of which Customer will provide any financial information reasonably requested by Verizon. Verizon's agreement to extend credit to Customer or to vary credit limits already extended (whether up or down) from time to time shall be at Verizon's absolute discretion.

- 9.3 **Security.** In order to reasonably secure payment from Customer, Verizon may, at any time, request Customer to provide Security or increase existing Security. Customer must comply with any such request.

- 9.4 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount within 30 days of the invoice date the Disputed Amount may be withheld. If Verizon (in its reasonable opinion) determines a Disputed Amount is not valid, then any withheld amount will be considered past due and must be paid (including any accrued interest) within five days of notification by Verizon to Customer of that determination or the current due date under the relevant invoice, whichever is the later. If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within six months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer.

- 9.5 **Local Access and Currency.** When Customer orders third-party Local Access from Verizon, Customer agrees to pay to Verizon all charges associated with such Local Access, and to be subject to the third-party's terms and conditions for such Local Access, that Verizon has ordered. For this limited purpose only, Verizon may serve as Customer's representative in procuring, on Customer's behalf, domestic and international Access Services from such suppliers. Customer will pay any loss arising in the process of converting a foreign carrier's charges to Dollars, or vice versa, in settlement of such carrier's charges and in collecting payment from Customer.

- 9.6 **E-Rate Funding.** Customer purchasing Services with E-Rate Funding are subject to the E-Rate Funding Provisions.

- 9.7 **Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in these Master Terms or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

10. **Termination Notice.** Customer may terminate Services on 30 days written notice for Service to U.S. locations and 60 days written notice for Service provided to locations outside the U.S. except for termination of services



ONLINE MASTER TERMS – UNITED STATES SERVICES

provisioned under OneView contracts as described under section 10.1 below (the "Notice Period"). Customer must terminate a Service by completing Verizon's standard form via the Verizon Enterprise Center (VEC) online portal at verizonenterprise.com as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) is void and has no effect, even if actually received by Verizon. After submission of the disconnect form online, Customer will receive an email from Verizon ("Request Acknowledgment") which Customer should retain as confirmation of its request. If Customer does not receive a Request Acknowledgment within 24 hours of submitting the disconnect form online, Customer should contact the VEC helpdesk or customer service to avoid delays in disconnection of service.

Notwithstanding any such termination, Customer will remain liable for any applicable termination charges. Termination takes effect on the day that Verizon actually disconnects Service which will be the date specified by Customer or the end of the Notice Period (whichever is later). Customer will be responsible for applicable charges until such date.

Services may immediately be terminated by a Party by written notice (to the extent permitted by applicable law) if the other Party (a) has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or (b) becomes subject to an administration order or enters into any voluntary arrangement with its creditors under which it ceases or threatens to cease to carry on business, or (c) undergoes or is subject to any analogous acts or proceedings under any foreign law. The circumstances set forth in the preceding sentence are referred to collectively in these Master Terms as "Insolvency Events." In addition, either Verizon or Customer may terminate a Contract immediately by written notice where, after expiration of all Service Commitments, no Services have been provided under the Contract for a continuous period exceeding three months, or (to the extent permitted by applicable law) if the other Party to the Contract has experienced any of the Insolvency Events. Notwithstanding the foregoing, a court order is not required to effect termination (or suspension) under this clause or any provision of the Termination for Cause and Service Suspension clauses.

10.1 Termination Notice for Services provided under OneView Contracts. Customer may terminate Services purchased under OneView contracts on 90 days written notice for Service to U.S. locations and 120 days written notice for Service provided to locations outside the U.S. All other terms set forth under section 10 otherwise apply. For purposes of this provision, OneView contracts are those contracts which are generated by Verizon's on-line OneView contracting system typically indicated by a text box reflected in the top right corner of the first page of the Verizon service contract which includes information such as a Contract ID and a Billing Code. Termination of services optimized for Verizon's automation platform (Verizon Rapid Delivery services) are excluded from this provision and are subject to the Notice Period set forth under section 10 above.

11. **Termination for Cause.** Either Party may immediately terminate the Agreement, a Contract or Service under the Agreement or a Contract for Cause.
12. **Service Suspension.** Verizon may, subject to giving Customer reasonable notice where practicable, suspend one or more Services (or a part thereof) if: (a) Customer is past due on any invoice for Services which has not been remedied within 10 days after Customer receives notice of such non-payment; (b) suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon's personnel, agents, facilities, or services; (c) Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g., police or fire service) or other administrative or regulatory authority; (d) Verizon needs to carry out Emergency Works; (e) Verizon has reasonable grounds to consider that use of the Service violates the Acceptable Use Policy or other terms of a Contract; or (f) Customer fails to provide or increase the Security as requested by Verizon. To suspend Services pursuant to sub-clause (a) above, no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If one or more Services (or part thereof) is suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.
13. **Facilities Used for Service.** Verizon determines the facilities it uses to provide Services at all times. Notwithstanding any other provision in a Contract, Verizon reserves the right to allocate or limit its facilities available for Services; to substitute facilities (including without limitation local access facilities) with facilities from alternative suppliers (including Verizon's own facilities); and to deny or discontinue Services (or associated billing options), in whole or in part, in general or to particular Customers, in order to: (a) manage its network in an efficient manner (including by avoiding technical, operational or security problems); (b) meet reasonable customer



ONLINE MASTER TERMS – UNITED STATES SERVICES

service expectations; or (c) furnish Services to existing and future customers based on current and projected available capacity.

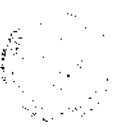
14. **Decommissions.** Notwithstanding any provision to the contrary in the Agreement or a Contract, Verizon may terminate Services upon not less than six months written notice whenever Verizon generally decommissions such Services (that is, ceases to provide it on a commercial basis to its customers), provided, however, that this six-month requirement will not apply to customer notices delivered by Verizon prior to April 1, 2013.
15. **DNS Cache Server Functionality.** Verizon may respond to an unsuccessful DNS query by providing alternative information rather than a NXDOMAIN or other error message. To avoid receiving such alternative information, Customer may configure its applications to send its DNS queries to one of the following Verizon DNS cache servers 198.6.100.25, 198.6.100.38 and 198.6.100.53, or notify Verizon customer service to exclude specified Verizon-provided IP addresses from this functionality. Customer browser users may "opt-out" by receiving an opt-out cookie on their system via a link provided with the alternative information. In providing this functionality, Verizon and its suppliers will have access to Customer IP addresses and DNS queries, including information Customer has entered into an address bar, and information about the browser and any referring web page link involved in generating the DNS query (collectively "DNS Information") but will not use the DNS Information for any purpose other than providing the functionality, including to improve the operation and effectiveness of the functionality and its underlying search capabilities. Verizon and its suppliers may use non-identifying DNS Information to support the functionality. The following link provides further operational and privacy information related to the functionality. http://www.verizonbusiness.com/resources/factsheets/fs_domain-name-services_en_xq.pdf
16. **Annual Volume Commitment (AVC).** If applicable, Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the AVC identified in the Agreement, for the number of Contract Years or Volume Commitment Period identified in the Agreement. If, in any Contract Year, Customer's Eligible Charges are less than the AVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the AVC.
17. **Total Volume Commitment (TVC).** If applicable, Customer agrees to pay Verizon the amount of Eligible Charges during Volume Commitment Period that is no less than the Total Volume Commitment or TVC identified in its Agreement. If, during the Volume Commitment Period, Customer's Eligible Charges are less than the TVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges and the TVC.
18. **Tiered Volume Commitment.** Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the Tiered Volume Commitment identified in its Agreement, for the number of Contract Years/Volume Commitment Period identified in the Agreement. If the Contract does not identify a Tiered Volume Commitment or number of Contract Years/Volume Commitment Period, then the applicable number is zero. If, in any Contract Year, Customer's Eligible Charges are less than the Tiered Volume Commitment, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the Tiered Volume Commitment.
19. **Expiration of Commitment Period.**
 - 19.1 **Service Commitment Based Agreements.** Upon expiration of a Service Commitment, the governing Service Order is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice.
 - 19.2 **Volume Commitment Based Agreements.**
 - 19.2.1 For standalone Agreements for Optimized Services with a Volume Commitment signed on or after July 18, 2015, upon expiration of a Volume Commitment Period, the governing Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.
 - 19.2.2 For all other Agreements, upon expiration of a Volume Commitment Period, the governing Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume



ONLINE MASTER TERMS – UNITED STATES SERVICES

Commitment Period.

20. **Consequences of Termination.** Without prejudice to any Party's accrued rights or obligations, upon termination of the Agreement, all Contracts (or parts thereof) and related Services shall terminate immediately. If the Agreement, a Contract or a Service is terminated by (a) Customer for any reason other than for Cause or pursuant to the clauses entitled "Service Level Agreement" or "Force Majeure", or (b) by Verizon for Cause, Customer will pay or refund to Verizon as applicable, without set off or deduction, the following with respect to each of the Services affected by the termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access circuits or related Services or Service Equipment and other third party services in connection with the affected Service(s); (iii) the Early Termination Charge; and (iv) any other applicable cancellation or termination charges specified in the Agreement or a Contract. The termination liability provided in this clause is in addition to any other remedies available to Verizon.
- 20.1 **Early Termination Charge for Service Termination.** If Customer terminates an Optimized Services on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge shall be 75% (or as set forth in the applicable Service Terms) of the monthly recurring charges ("MRCs") for the terminated Service multiplied by the number of months remaining in the Service Commitment. Not all Services have a Service Commitment.
- 20.2 **Early Termination Charges for Agreement Termination.** If the Agreement is terminated pursuant to the clause entitled "Consequences of Termination," the Early Termination Charge shall be equal to 75% of the remaining aggregate of the AVC(s) or Volume Commitments (plus 75% of the unsatisfied AVC in the Contract Year of termination), plus any amounts due under the sub-clause entitled 'Early Termination Charge for Service Termination.'
- 20.3 **Early Termination Charges for Moves, Downgrades.** If Customer moves or downgrades an Optimized Services geographically located within the U.S. Mainland during the Service Commitment, the Early Termination Charge described in the section "Early Termination Charge for Service Termination" will be reduced by the MRC for the replacement Optimized Service multiplied by the number of months in the new Service Commitment. To qualify as a move or downgrade, changes to the Optimized Services must be placed at the same time with related coordinated implementation at the same time. No early termination charge applies to upgrades.
21. **Customer Obligations.**
- 21.1 **Access.** Where Verizon requires access to a Customer Site in order to provide a Service (including but not limited to physical changes to local access facilities), Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer Site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 21.2 **Assistance.** Customer shall provide Verizon with such facilities, information and cooperation as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract. This includes but is not limited to (a) taking actions needed to enable Verizon to implement new processes or systems, and to change facilities used to provide Services, and (b) responding promptly to notice from Verizon requiring Customer action, such as to coordinate Customer-site access needed for a change in facilities at a mutually convenient time within 30 days of such notice from Verizon.
- 21.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it shall: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment, title to which at all times belongs and remains with Verizon, a Verizon Affiliate or their subcontractor or financing partner; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Service, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by (i) the act or omission of Customer or Customer's breach of the Agreement or a Contract, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any



ONLINE MASTER TERMS – UNITED STATES SERVICES

costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

- 21.4 **Software and Documentation.** Software not otherwise subject to a separate agreement or a license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable non-sublicensable license to use the Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software either in connection with the products and/or services of any third party or to provide services for the benefit of any third party, including without limitation as a service bureau. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of any Contract between the Parties pertaining to "Confidential Information." Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any contract between Verizon and Customer pertaining to the Software; (ii) termination of the Services with which the Software is intended for use; or (iii) failure of Customer to comply with any provisions of this clause. Upon termination of any License, at Verizon's option, Customer will promptly either (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.

- 21.5 **Intellectual Property Rights.** All intellectual property, including without limitation trade secrets, know-how, methodologies and processes related to any Verizon Service or product or otherwise made known to Customer in connection with any Verizon Service or product shall at all times remain the exclusive property of Verizon or its suppliers (as the case may be).

- 21.6 **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.

- 21.7 **Service Level Agreement ("SLA").** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days written notice of termination during the 30 days following posting of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer's written notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claim relating to Services or Verizon Facilities, including any failure to meet any standard set forth in the SLA. Verizon records and data shall be the basis for all SLA calculations and determinations.

22. **Disclaimer of Certain Damages.** No Party is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with these Master Terms, any Contract, the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages. **Nonetheless, each Party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under the Master Terms provision entitled "Confidentiality".**

23. **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages clause above, the total liability of either: Customer or Verizon to the other in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty) in connection with the Agreement and all Contracts and Services provided under them is limited to the lesser of: (a) direct damages proven by the moving Part(ies); or (b) the aggregate amounts due from Customer to Verizon under the Agreement and all Contracts made pursuant to the Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this clause is being calculated. Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of these Master Terms or a Contract. The liability restrictions and liability



ONLINE MASTER TERMS – UNITED STATES SERVICES

and warranty disclaimers in this section apply equally to Verizon's suppliers and contractors as they do to Verizon. Customer acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this clause.

24. **Exclusions.** The clause entitled "Limitation of Liability" does not limit: (a) any Party's liability (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation; or (b) Customer payment obligations under a Contract; or (c) Verizon obligations to provide credits and waivers under a Contract; or (d) Customer indemnification obligations under a Contract.
25. **CPE Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party Software provided for use with the CPE, which CPE and Software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer of the CPE, licensor and/or owner(s) of the Software. Except for such manufacturers', licensors', or owners' indemnities applicable to the CPE and/or Software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including Software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.
26. **No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN A CONTRACT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
27. **Time Limitation.** No cause of action, howsoever arising, which accrued more than one year prior to the institution of a legal proceeding alleging such cause of action, may be asserted by any Party against another, to the extent permitted by law.
28. **Content Disclaimer.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Service (except to the extent a particular Service explicitly states otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial Content. Verizon is not responsible if the level of security protection Customer uses for any particular Content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that Content.
29. **Force Majeure.** Any delay in or failure of performance by any Party under the Agreement or any Contract (other than a failure to comply with payment obligations) is not a breach of that Agreement or Contract to the extent that such delay or failure is caused by events beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, and sabotage. Such an event is hereinafter referred to as a "Force Majeure Event." Market conditions or fluctuations are not Force Majeure Events. A Party whose performance is affected by such Force Majeure Events will promptly provide relevant details to the other Party to the Agreement or relevant Contract and the obligations of the Party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either Party to the relevant Contract may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace affected Services with comparable Services. Upon such termination, Verizon is entitled to payment of: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related Services or equipment and other third party services in connection with the Service. The Parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event.
30. **Indemnification.**
 - 30.1 **Customer Indemnification.** Customer will defend, indemnify and hold harmless the Verizon Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of Services to any third party service or network; (b) violation, misuse



ONLINE MASTER TERMS – UNITED STATES SERVICES

or misappropriation by Customer, users of the Services, or Customer's customers, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon, Verizon's Affiliate or of a third party (other than a third party claim that Verizon does not own Verizon service marks or trade marks); and (c) Customer's, use of Services, or Customer's customers' violation of the AUP; or (d) the unauthorized use of or access to Service or Verizon Facilities by any person using Customer's systems or network. Notwithstanding any other provision of the Agreement or a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees. Verizon shall be entitled to participate, in a non-interfering manner, in the defense of any such claim, action, or suit, at its own cost.

30.2 **Notice, Cooperation, Control and Consent to Settlement.**

30.2.1 **Excuse from Obligations.** Customer is excused from its obligations relating to any claim, action or suit under the clause entitled "Customer Indemnification" if Verizon fails to: (a) provide prompt written notice of the third party claim, action, or suit to Customer, provided that the failure of Verizon to provide such notice materially prejudices Customer's defense and/or settlement of such claim, action or suit; (b) cooperate with all reasonable requests of Customer in connection with the defense and/or settlement of such claim, action or suit, at Customer's reasonable expense; and/or (c) surrender exclusive control to Customer of the defense and/or settlement of such claim, action, or suit.

30.2.2 **Prior Consent Required.** Customer shall secure the prior written consent of Verizon before settling any claim, action or suit that includes an admission of liability by Customer or imposes material obligations on Verizon other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by Customer under the clause entitled "Customer Indemnification." Verizon shall not unreasonably withhold or delay consent.

31. **Confidentiality.** Except as required by law or regulation, each Party to these Master Terms and any Contract promises that while any Services are being provided and for three years after, it will use the other Party's Confidential Information only for purposes of such Master Terms or Contract, as applicable, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a Party may disclose the other Party's Confidential Information to its employees, agents, CPE and/or Software financing sources, suppliers and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as these Master Terms. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party may be entitled to seek specific performance and/or injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the Agreement or a Contract internally (e.g., to its employees and Affiliates). In the event the Parties have signed a separate confidentiality agreement which applies to Services, the terms of this clause will take precedence over that agreement to the extent of any inconsistency.

32. **Customer Data.** Customer acknowledges that Verizon, Verizon Affiliates and their respective agents will, by virtue of the provision of the Service, come into possession of Customer Data.

32.1 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect "Regulated Customer Data" against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing, which measures may for example relate to data handling practices, backup procedures and server, workstation and transmission security for internal communications.

32.2 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on written notice, and any agreed errors in such Regulated Customer Data shall be rectified.

32.3 **Use of Customer Data.** Verizon and its Affiliates and agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Verizon Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Service; administration;

ONLINE MASTER TERMS – UNITED STATES SERVICES

provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and Customer use analysis; and (c) to communicate to Customer regarding the Services.

- 32.4 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to (a) provision, manage, account or bill for the Service; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.
- 32.5 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this section.
- 32.6 **Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI").** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law of the U.S. to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional Services, Verizon, Verizon Wireless and their Affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the U.S. telecommunications and interconnected voice over Internet Protocol Services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer's CPNI and other Confidential Information among the Verizon Companies, agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see www.verizon.com for a description of Verizon Companies and services). By signing these Master Terms or a Contract, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing these Master Terms or a Contract and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizon.com of Customer's decision to withhold Customer's consent. This is the method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as described above. All other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of Service to Customer.
- 32.7 **Relationship Between CPNI, Customer Data and Confidential Information.** The three clauses entitled "Confidentiality," "Customer Data" and "Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI")" each address somewhat different concerns and types of information. Each establishes specific rules for handling the particular type of information it is designed to protect. Where a Customer grants consent to Verizon to use its CPNI for the limited purpose of marketing Services to Customer as described in the clause entitled "Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI")," that consent will apply to all CPNI, including any CPNI that may also to be considered Confidential Information under the clause entitled "Confidentiality." Note that such consent does not authorize the use of CPNI for any other purpose.
- 32.8 **Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**
- 32.8.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or these Master Terms or a Contract.
- 32.8.2 Provided that Customer is served by at least one dedicated Verizon representative under the Agreement or a Contract (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
- 32.8.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.

ONLINE MASTER TERMS – UNITED STATES SERVICES

- 32.8.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 32.8.5 Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
- 32.8.5.1 the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- 32.8.5.2 that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
- 32.8.5.3 the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 32.8.6 At all times that there is a Contract for U.S. Services in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under these Master Terms or a Contract as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Contract will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

33. Acceptable Use Policy ("AUP").

- 33.1 **Compliance.** Use of Verizon IP Services must comply with the then-current version of the AUP of the countries from which Customer uses such Service (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP.
- 33.2 **AUP Changes.** Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer.

34. IP Addresses.

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

35. Notices.

- 35.1 **General.** Any notice required to be given under these Master Terms or a Contract will be in writing, in English, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, or for Verizon only, invoice message, to a Party at the addresses set out in the Agreement or Contract or such other addresses as may be specified in accordance with this clause. Notice from Customer must reference the Contract ID of the Contract. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A Party may from time to time designate another address or addresses by written notice to the other Party in compliance with this clause.
- 35.2 **U.S. Service Related Notices.** Notices related to Services for Customer are to be sent to the addresses specified in the applicable Agreement or Contract and for Verizon as set out below:

U.S. Services Only	
Verizon Business Services 6415-6455 Business Center Drive Highlands Ranch, CO 80130 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Verizon Business Services 500 Summit Lake Drive Office 4-04 Valhalla, NY 10595 Attn: Vice President, Legal

36. Use of Subcontractors/Affiliates.

Without releasing it from any of its obligations, Verizon may at any time, and without notice, utilize the services of one or more Verizon Affiliates or subcontractors (as well as interconnecting carriers) in connection with the performance of its obligations.

37. Relationship.

Nothing in these Master Terms or a Contract, and no action taken by the Parties under it, creates a

ONLINE MASTER TERMS – UNITED STATES SERVICES

partnership, agency, association, joint venture or other co-operative entity between the Parties.

38. **Third Party Beneficiaries.** Except as otherwise stated in these Master Terms or a Contract, nothing in them confers any rights or other benefits in favor of any person other than the Parties.
39. **Resale of Services.** Except as otherwise specified in the Agreement or a Contract, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
40. **Assignment.** Either Party may assign a Contract or any of its rights thereunder to an Affiliate or successor upon written notice to the other Party. A Customer Affiliate or successor must be a U.S. legal entity and meet Verizon's creditworthiness standards for the assignment to become effective. Verizon may assign rights and obligations related to CPE and CPE Services to a third party finance entity. All other assignments without prior written consent are void.
41. **Variation.** Except as otherwise stated, a Contract may be modified only by the written agreement of the Parties to it.
42. **No Waiver.** Failure or delay by any Party to exercise or enforce, or a partial exercise of, any right under these Master Terms or a Contract is not a waiver of that right.
43. **Survival.** Certain provisions of the Agreement and Contracts shall have full force and effect after the expiration or termination of that particular Contract, including but not limited to the clauses entitled: "Disclaimer of Certain Damages/Limitation of Liability," "Indemnification," "Confidentiality," "Customer Data," "Customer Consent to Use of U.S. CPNI," "Relationship between CPNI, Customer Data and Confidential Information," "Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives," this clause "Survival" and any other clauses which by their nature should survive, including those relating to governing law.
44. **Severability.** If any provision of a Contract is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Contract remains enforceable.
45. **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (a) local license or permit requirements; (b) applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations; and (c) data protection requirements. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted. Customer warrants that it holds and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to Verizon Facilities and Service Equipment. Verizon reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this clause and in no event will Verizon be liable in respect of Customer's failure to comply with this clause.
46. **Export Restrictions.** The export, import, and use of certain hardware, Software, and technical data provided by Verizon are regulated by the United States and other governments. Customer agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations. Customer represents and warrants that Customer is not subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of Customer's or Verizon's obligations under any Contract.
47. **Network Monitoring.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
48. **Governing Law and Venue for U.S. Services.** This Agreement will be governed by and construed in accordance with the domestic law of New York, without regard to its choice of law principles, except that where the Communications Act of 1934 (as amended) applies, those Contracts will be governed by and construed in accordance with that Act. For any such dispute, the Parties waive any and all objections to venue in New York, United States District Court for the District of New York and the courts of the State of New York in New York, New York.
49. **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to a Contract (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), are first subject to a 30-day negotiation period between Verizon and Customer in which each shall disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the dispute in question. If such negotiations fail to resolve the dispute within 30 calendar days, Disputed Claims must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon the Contract and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon



ONLINE MASTER TERMS – UNITED STATES SERVICES

the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in the Contract and these Master Terms, and has no authority to award relief in excess of what the Contract provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under a Contract must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Contract on a class basis. The arbitration will be held in a mutually agreed-to location, and is final and binding.

50. **Counterparts/Facsimile Copies.** A Contract may, where applicable, be executed in counterparts each of which when executed by the requisite Parties shall be deemed to be a complete original agreement. A facsimile copy or scanned copy of the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
51. **Entire Agreement.** A Contract (a) expresses the entire understanding of the respective Parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in a Contract.



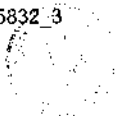


ACCESS

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Standard Features
 - 1.3 Optional Features
 - 1.4 Customer Responsibilities
2. AVAILABLE VERSIONS
 - 2.1 Optimized Services – Access +
 - 2.2 Non-Optimized Services
3. SUPPLEMENTAL TERMS
 - 3.1 Third Party Vendors/Carriers
 - 3.2 Access Availability
 - 3.3 Country-Specific Service Limitations
4. SERVICE LEVEL AGREEMENT (SLA)
5. FINANCIAL TERMS
 - 5.1 Optimized Service
 - 5.2 Non-Optimized Service
6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon network from which Customer can connect to other Verizon services.
 - 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.

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.

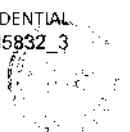
2.1.1.3 **Handoff.** Verizon hands off Access service based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- 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).
- 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 US), Verizon provides Access via a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.

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.

2.1.2 **Optional Service Features**





- 2.1.2.1 **Express Connect.** With Express Connect, Verizon provides access to supported Verizon network services through a wireless connection until the wired service is activated except for customers outside the U.S. who requested a wireless connection only. At the time wired service is activated, this wireless connection is converted to wireless backup service. Details on supported Verizon network services is available from Verizon on request.
- 2.1.2.2 **Wireless Backup.** With Wireless Backup, Verizon provides wireless backup for Customer Internet Dedicated service, or connectivity for a remote location 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 a second Customer circuit connected to a different Verizon Layer 2 aggregation device (determined by Verizon) in a different building from the primary circuit.
 - **Customer Premises Diversity (U.S. Only).** With Customer Premises Diversity, Verizon will deliver Access via either a 2 or 4 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.
- 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.

2.1.3 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.

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

2.2.1 **General**

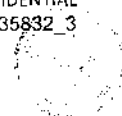
2.2.1.1 **Versions of Non-Optimized Services.**

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

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

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

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



2.2.1.3 Optional Service Feature - Customer-Provided Access. With the Customer-Provided Access feature available for Network Services Local Access, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

2.2.2 Ethernet Access

2.2.2.1 Service Definition. With Ethernet Access, Verizon provides Access with the speed and flexibility enabled by Ethernet technology.

2.2.2.2 Standard Service Features. Ethernet Access allows Customer to terminate single and/or multiple Ethernet Virtual Circuits (EVCs) from Customer equipment onto a single Ethernet Access UNI.

2.2.2.3 Optional Service Features

- **(NS&D) Layer 2 Switch Geographic Diversity.** With Layer 2 Switch Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 switch device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 or Type 3 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Port Protection.** With UNI Port Protection for Type 1, and Type 3 on FET and GBE interfaces, Verizon provides an additional interface port connection at Customer's designated premises.

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

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

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

2.2.3.3 Optional Service Features

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

2.2.4 Network Services Local Access – DS0 and E0 Access.

2.2.4.1 **Service Definition.** With DS0 and E0 Access, Verizon provides a digital Access circuit up to 64 kbps.

2.2.5 Network Services Local Access – T1 or E1 Digital Access

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

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

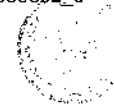
- **Access Integration Option.** With the Access Integration Option Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (“PRI”).** With PRI, Verizon will transport traffic from MCI 800 Service and Vnet, and MCI 800 Service and MCI Vision on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access Verizon services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** With Call-by-Call Service Configuration, Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1/MCI 800 Service.

2.2.6 **Network Services Local Access – DS3 or E3 Local Access.** DS3 and E3 Local Access provides a high capacity digital local Access arrangement that consists of an Access circuit) that relies on DS3 or E3 transmission technology.

2.2.7 **Network Services Local Access – SONET or STM Access.** With SONET (Synchronous Optical Networking), Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

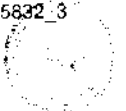
2.2.8 **Enterprise Digital Subscriber Line (eDSL).** With eDSL, Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS





- 3.1 **Third Party Vendors/Carriers.** When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will sign such forms promptly in order to procure the Access in a timely manner.
- 3.2 **Access Availability.** The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher charges may be required and in such instances the circuit is requoted to Customer.
- 3.3 **Country-Specific Service Limitations**
- 3.3.1 **Permitted Use.** For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access 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.
- 3.3.2 **United States – Interstate Service Only.** Access in the US 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. 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	NRC
Administrative Change	Per Change	\$60
Cancellation of Order	Per Circuit	\$800
Expedite in the United States	Per Circuit	\$1,400
Expedite in Canada and France	Per Circuit	\$6,000
Expedite in other countries	Per Circuit	\$3,000
After Hours Installation	Per Circuit	\$600
Pending Order Change	Per Circuit	\$200
Physical Change	Per Circuit	\$200
Service Date Change	Per Circuit	\$100
Bandwidth Reconfiguration	Per Circuit	\$200

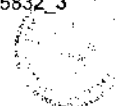
5.1.2 Off Net Special Build. Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to 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. 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 the data plan selected by Customer. With regard to Wireless UNI, Customer charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

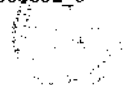
5.1.5 Wireless Connection - Outside the US. With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. Overage usage will be based on the data plan in effect on the last day of the 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.

5.1.6 Express Connect – US 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 US.** 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 re-quoted.
- 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.





- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access Service as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at http://www.verizonenterprise.com/external/service_guide/req/cp_access_network_services_local_access.htm.
- 5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause, as defined in Customer's Agreement).
- 5.2.2 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).
6. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms.

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.
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.





CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Part I: Rates and Charges

Part II: Service Description and Requirements.

Part III: Terms and Conditions.

Part IV: Definitions.

Part I: Rates and Charges.

1. Customer will pay all charges for the System and CPE Services as set forth in the Contract or Agreement, as applicable.
 - 1.1 **Service Provider.** The products and services under these Service Terms and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
 - 1.2 **Landed Costs.** Customer will pay charges including but not limited to any and all import duties, freight, shipping, and delivery charges or charges arising in connection with the delivery of the System, as well as tax charges, if applicable (collectively "Landed Costs"). The invoice for Landed Costs may be delivered as a separate invoice.
 - 1.3 **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of a Service Order for a System or CPE Services provided that the charges are current. For purposes of this provision, "current" means (a) for CPE Services and for a System quoted in the same currency that the ordered System or CPE Services has been purchased in (the "Vendor Currency"), that the charges were first quoted within 45 days of the Service Order's acceptance; (b) for a currency that is not the Vendor Currency that the charges were first quoted within 14 days of the Service Order's acceptance; for charges first quoted between 15 and 45 days of order submission, charges may be adjusted to reflect currency changes up to the time of Service Order acceptance. Verizon will not change a Customer's quote based on any non-currency-related change (e.g., the underlying vendor's price) for 45 days in any case.
 - 1.4 **Re-initiation Fees.** Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-initiation fees.
2. **Service Orders with Verizon Communications Technology (Beijing) Pte Ltd.**
 - 2.1 **FAPIAO.** Verizon shall use all commercially reasonable efforts to issue a tax invoice ("fapiao") together with its commercial invoices issued hereunder. However, Charges shall be payable upon issuance of the commercial invoice regardless as to whether Verizon is able to issue a fapiao. Verizon shall be deemed to have discharged all its obligations, and shall no longer be liable to Customer, with regards to the fapiao once Verizon has sent the fapiao to Customer. Customer shall be deemed to have received the fapiao and the commercial invoice on the delivery date thereof.
 - 2.2 **Consolidated Invoicing.** Unless otherwise agreed by Verizon, all charges pursuant to a Service Order and any other service orders that may be contracted from time to time by Customer and Verizon and which are subject to local Renminbi billing will be consolidated into a single monthly invoice against the Customer billing account nominated by Verizon and advised to Customer.
 - 2.3 **Credits.** In case Customer is entitled to a credit under the contract, such credit will be applied against the next monthly charges and reflected in that next month's commercial invoice and, if fapiaos have previously been issued, in the next month's fapiao.
 - 2.4 **Errors and Omissions.** At the request of Verizon, Customer shall cooperate with Verizon to address any errors or omissions which in the reasonable opinion of Verizon affect a previously issued invoice and/or fapiao and Customer shall return within 5 Business Days from a written request made by Verizon any such original invoice or fapiao.

Part II: Service Description and Requirements.

1. **CPE and CPE Services.** Customer may place a Service Order for the purchase of CPE and Software (individually and collectively the "System") pursuant to the terms hereof. Where available, Customer may also order CPE Services. CPE Services may be detailed in a SOW or a specific CPE Service schedule ("Schedule"). Terms for CPE Services may be further supplemented by service descriptions, end user license agreements and terms set forth by the respective equipment manufacturer, third party supplier, finance entity, or other third party providing services to Customer (collectively and individually referred to as "Third Party Services Agreement") generally available on their respective websites or set forth herein. Any such SOW, Schedule and applicable Third Party Services Agreement shall become incorporated as part of the Contract.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

2. **Customer Responsibilities.** As applicable for System or CPE Services orders and as offered by each region, Customer will:
- 2.1 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements, however, Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
 - 2.2 Provide suitable building facilities for the System including but not limited to equipment rack space, ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with applicable electrical codes, regulations, and laws, including but not limited to electrical, building, safety, and health and as required by Verizon and manufacturer specifications, as applicable.
 - 2.3 Provide a suitable environment in which the System can operate, including, but not limited to, necessary power conditioning, heating, cooling, humidity and dust control, and accessibility for the System as required by Verizon and manufacturer specifications.
 - 2.4 Remove existing equipment or cables that interfere with the provision of CPE Services.
 - 2.5 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the CPE Services. If during the provision of CPE Services, Verizon encounters any concealed or unknown condition not expressly set forth in an SOW, and such condition affects the charges or schedule for performance of CPE Services, the charges and/or the schedule will be equitably adjusted using the Change Order procedure.
 - 2.6 Customer will provide System interconnection requirements, non-Verizon transport, out of band connectivity, and carrier circuit facilities, as required, including obtaining telephone service for testing where necessary or authorize Verizon, at Customer's expense, to make service requests upon third parties for such System requirements, pursuant to a letter of authorization or similar document.
 - 2.7 Upon Verizon's request, where Customer has purchased maintenance from third parties, Customer will authorize Verizon to engage such third party on behalf of Customer pursuant to a letter of authorization or similar document.
 - 2.8 Designate waste deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
 - 2.9 Cooperate with Verizon's requests for assistance.
 - 2.10 Be responsible for providing adequate back-up of data and software and for restoring data and software to any system that is or may be impacted by a CPE Service, including but not limited to drivers applications, and operating systems as required prior to Verizon provision of the CPE Service.
 - 2.11 Be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
 - 2.12 Be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of CPE Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the System or CPE Services and will require a Change Order.
 - 2.13 Designate a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under these Service Terms or the applicable SOW, including, but not limited to, making available appropriate personnel to work with Verizon as Verizon may reasonably request.
 - 2.14 Provide, at no charge to Verizon, office space and equipment, including but not limited to copy machines, fax machines and modems, high speed Internet access and adequate secure area for storage of related equipment.
 - 2.15 Comply with all obligations set forth in any applicable Third Party Services Agreements.
 - 2.16 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide CPE Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.
3. **CPE Deployment Services.** Where available, Verizon can provide CPE Deployment Services as described in this section below. Verizon will provide CPE Deployment Services in accordance with any applicable Service Order, these Service Terms, and any applicable SOWs. Verizon will furnish all supervision, labor, equipment,

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

materials and supplies required to complete CPE Deployment Services.

- 3.1 **Basic Staging.** Verizon will stage and then ship a System to Customer designated locations as shown in the applicable Service Order. Verizon will work remotely with the SPOC to coordinate staging and delivery of the System and activation of Verizon maintenance, if applicable. Staging occurs within the location designated by Verizon in cooperation with Customer. Verizon will, as applicable, unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system changes, apply Customer-provided asset tags, power-up test, repackage, and ship.
- 3.2 **Enhanced Staging.** For Enhanced Staging, Verizon will configure the System with Customer provided configurations in addition to the activities of Basic Staging.
- 3.3 **Installation.** After completion of the Basic or Enhanced Staging services, as applicable, Verizon will deliver the System to the Customer designated locations as shown in the applicable Service Order and install the System on Customer-provided racks or other facilities. Verizon will verify System power-up and operation of network interfaces. No demarc extension is provided with Installation. Remote activation of the System and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with Installation.
- 3.4 **Equipment Implementation.** In addition to the activities shown in the "Installation" section above, for Equipment Implementation Verizon will install Service Equipment required for the relevant Verizon Managed Network Services including out of band access devices, routers, switches, wireless access points, etc. Verizon will also perform on-site tests to ensure equipment, circuit configurations, management applications are properly working and interface with Verizon Managed Network Services to ensure management applications are properly applied, operational, and ready for remote Verizon Managed Network Services remote support.
- 3.5 **Custom.** Custom Services are provided pursuant to an SOW for System implementations beyond or different than provided by Staging, Installation, or Equipment Implementation.
- 3.6 **MAC (Move, Add, Change).** Verizon will verify equipment power-up, operation of network interfaces at Customer's designated locations as shown in the applicable Contract. No demarc extension is provided with MAC. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with MAC. MACs are:
 - 3.6.1 **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer location and then install the same equipment in the new designated Customer location within the same building as shown in the applicable Contract. Customer must provide packaging to protect the equipment to be moved.
 - 3.6.2 **Add.** Adds are available via Installation service described above.
 - 3.6.3 **Change.** For changes, Verizon will deliver the System components and/or software required to implement the requested change to the Customer designated location as shown in the applicable Contract.
- 3.7 **De-installation.** For De-Installation, Verizon will de-install equipment at Customer's designated locations as shown in the applicable Contract. Verizon will power down and pack equipment in Customer provided packaging. At Customer's request and expense Verizon will move the equipment to a new location within the same building but will not unpack or re-install the equipment. Premises cables will be left in place and not removed or changed. Equipment or packaging disposal is not included as part of De-installation.
- 3.8 **CPE Deployment Service Provisions.**
 - 3.8.1 CPE Deployment Services are available within the 48 contiguous United States. CPE Deployment Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.
 - 3.8.2 CPE Deployment Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays ("Business Hours"). Work extending beyond Business Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for CPE Deployment Services. Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date"). Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

- 3.8.3 Verizon will attempt to meet Customer's requested In-Service Dates, however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 3.8.4 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 3.8.5 Customer will have 5 Business Days after the In-Service Date to test the System (the "Test Period"). Customer may indicate its approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means ("Customer Acceptance"), which Customer Acceptance will not be unreasonably withheld. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have 10 Business Days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for a System will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for a System occurs upon Customer Acceptance.
- 3.9 **Customer Responsibilities.** As applicable, Customer is responsible to:
 - 3.9.1 Provide configuration(s), and asset tags as required;
 - 3.9.2 Provide licensed copies of operating system and applications software, as applicable;
 - 3.9.3 Install or re-install software not provided by Verizon. Customer has all responsibility for such software (e.g., charges and license fees, version level maintenance and upgrade, resolution of problems, etc.) unless otherwise provided in an SOW;
 - 3.9.4 Control all activities associated with the existing Customer Equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
 - 3.9.5 Properly dispose of or in the European Union return to Verizon for disposal as per Verizon's instructions, of all decommissioned equipment in accordance with applicable law.
 - 3.9.6 Comply with Verizon's reasonable instructions for the modification of Customer's equipment, at Customer's own expense, to enable Installation of the System. If such modification has occurred, Verizon has no obligation to restore that Customer Site.
- 4. **Customer Furnished Equipment.** Equipment furnished by Customer ("CFE") is Customer-provided and Verizon-approved equipment outlined in a detailed bill of materials ("BOM") provided by Customer and approved by Verizon from time to time.
 - 4.1 **CFE Installation.** For CFE Installation services, a Verizon technician installs Customer provided equipment on Customer-provided racks, backboards, or other facilities. Verizon will verify equipment power-up, operation of network interfaces. No demarc extension is provided with CFE Installation. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with CFE Installation. CFE Installation is performed at Customer designated locations as shown in the applicable Contract.
 - 4.2 **Customer Responsibilities.** Customer will:
 - 4.2.1 Complete the BOM with the detailed information required by Verizon including manufacturer's part number, description, and quantity.
 - 4.2.2 Obtain CFE from the equipment providers.
 - 4.2.3 Notify Verizon in writing (including email), and ship CFE to the Verizon-designated facility with the Verizon-provided inbound delivery number and according to the shipping instructions and Customer-provided BOM.
 - 4.2.4 Work with CFE equipment and maintenance providers, as required, to cause the repair or replacement of any missing, defective or damaged CFE, including CFE "dead on arrival" at the Verizon facility.
 - 4.2.5 Provide for CFE support and maintenance each site, unless the applicable Service Order provides for support and maintenance.
 - 4.3 **Verizon Responsibilities.** Verizon will:
 - 4.3.1 Review Customer's BOM for completeness and provide the necessary shipping address, shipping instructions, and inbound delivery number.
 - 4.3.2 Acknowledge Customer's CFE shipments when received.
 - 4.3.3 Notify Customer in the event no CFE inventory exists to support a new order.
 - 4.3.4 Provide Basic Staging, Enhanced Staging, or Installation for CFE, as applicable.
 - 4.3.5 Credit Customer for the repair or replacement cost, or provide repaired or replaced CFE, for any loss or damage of CFE that occurs when Verizon has risk of loss.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

5. **CPE Solutions Financing Program Options.** Where available, Customer may obtain use of a System and/or CPE Service from Verizon or a third party finance company (the "Monthly Recurring Plan," or "MRP") or directly through a third party of Customer's choice ("Third Party Leasing/Financing"), each as provided below.

5.1 **Monthly Recurring Plan.** The following terms and conditions apply to Contracts by a Customer for the right to i) use a System with a monthly recurring payment and, when applicable, ii) receive the provision of CPE Services. A quote will be provided to Customer indicating the terms and conditions related to a specific transaction prior to the issuance of any Service Order for a System or CPE Services for MRP. When Customer accepts the quote, a Service Order will be issued for Customer's review and acceptance. The quote and Service Order will both show the System or CPE Service elements, location of such System or CPE Services, associated monthly recurring charges, whether a TPFC, as defined below, has been engaged for each System or CPE Service element, and the Financing Commitment (as defined below). Notwithstanding any no-sign SOF acknowledgement ordering or similar process, Customer will indicate its acceptance of the Service Order by its physical signature on such Service Order. Customer will upon request provide formal evidence of the signatory's power to sign the Service Order on behalf of Customer (as appropriate for the relevant jurisdiction, for example, a certificate of incumbency, trade register extract or power of attorney).

5.1.1 MRP General Terms.

5.1.1.1 With MRP, Customer will have the right to use Systems and be provided with CPE Services, (when applicable), as indicated on the quote and Service Order as Monthly Recurring Plan. The Service Order will also indicate whether title to the System will be held by Verizon or by a third party financing company, including a Verizon Affiliate ("TPFC") by stating "TPFC Engaged" for each System or CPE Service element where Verizon is acting as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP and title to the System is being held by the TPFC.

5.1.1.2 Customer may only use a System 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 for an additional cost provided by a Service Order. After a move, modification or relocation, the MRC for the System may change as a result of tax or other considerations from such move, modification or relocation and such change will be shown on the Service Order. Systems may not be moved across international borders. MRP requires Customer to purchase Verizon Maintenance Service or Verizon Warranty Service, Enhanced Staging and Installation, where available and as applicable.

5.1.1.3 Pursuant to the "Verizon Assignment Under MRP" section below, Verizon reserves the right in its sole discretion to assign certain of its rights, remedies, obligations, and/or pledge or otherwise grant a security interest in certain of its receivables, with respect to a System to the TPFC including the right to exercise remedies contained therein directly against Customer. Notwithstanding such assignment, Verizon will continue to interact directly with Customer on behalf of the assignee TPFC as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP, subject to the provisions of the "Events of Default" section below becoming operative. Customer will receive written notice at such time when, or if, the assignee TPFC will exercise such assigned rights directly with Customer. A credit check of Customer may be conducted at any time and, at such time, Customer will provide any financial, System and CPE Service-related information reasonably requested by Verizon.

5.2 **Direct Third Party Leasing/Financing Option.** Where available, 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. In the event the third party financing company fails to pay for the System and/or CPE Services in accordance with the terms of the financing agreement, purchase order or any other terms between such third party financing company and Customer related to a Service Order, Customer shall pay Verizon directly.

6. **Maintenance Service.** Verizon will provide Maintenance Services where available in accordance with these Service Terms.

6.1 Maintenance Service Provisions.

6.1.1 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 Service on the equipment or software for more than 60 days, then the



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

equipment or software must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such equipment or software 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 equipment or software and remove it from the Maintenance Service. If the equipment or software 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 equipment or software at Verizon's then current time and material rate.

- 6.1.2 In the event the manufacturer of the System covered by maintenance, discontinues a piece of the System, and/or the associated support of such System, Verizon will only be obligated to provide the Maintenance Services on the affected System for the period of time that the manufacturer continues to support such System. At the end of such period Verizon will cease to support such System in accordance with the service description, but will use commercially reasonable efforts to provide Maintenance Service on the affected System until Customer upgrades or replaces such System. In such case, Verizon reserves the right to impose additional charges on Customer for Maintenance Service (e.g., for manufacturer imposed charges or additional level of effort).
- 6.1.3 Maintenance Services that include repair or replacement of System components will be provided with new or like new parts, as applicable, to restore the System to the level of working condition existing prior to the fault or problem; provided, however that, unless Customer provides the most current configuration, the software will be configured to the level that was last implemented by Verizon.
- 6.1.4 If Verizon determines that the trouble identified is a Customer network condition instead of a problem with the System covered under Maintenance Service, and if Verizon has preapproved written authorization Verizon will coordinate the resolution of the trouble and charge its then prevailing time and material labor rate to coordinate the resolution.
- 6.1.5 Maintenance Service is available for Systems located within a specified service area related to a Verizon facility or an authorized Verizon service provider's facility. Verizon reserves the right to charge Customer its then prevailing labor rate for travel to Customer locations that are outside of the specified service area.
- 6.2 **Customer Responsibilities.**
 - 6.2.1 Customer will allow Verizon (using reasonable efforts to do so without undue delay or undue impact to Customer's network) to suspend normal operations of the System to inspect, test and/or repair it.
 - 6.2.2 Remote connectivity for diagnostic purposes is a prerequisite for all applicable Systems covered by a Maintenance Service. Customer must provide connectivity, as specified and approved by Verizon, to the maintained System or Maintenance Service response times will be void. Customer further agrees that if Customer does not provide remote connectivity into the applicable System the following applies:
 - 6.2.2.1 If Verizon is required to dispatch an engineer to Customer's site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
 - 6.2.3 Customer will notify Verizon immediately in writing in the event that any substantial or material modifications are made to Customer's network, and shall provide Verizon with such information as it may reasonably request, in order for Verizon to perform the Maintenance Service. In the event such modifications to Customer's network or any of its component parts causes Verizon to incur any increased burden in its performance of the Maintenance Service, Customer acknowledges and agrees that Verizon may increase the fees upon prior written notice to Customer.
 - 6.2.4 In the event Verizon or the manufacturer ships a replacement part to Customer, Customer is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Verizon within 15 Business Days of receipt of the replacement part. If Verizon does not receive the defective part within 15 Business Days, Customer may be billed for the list price of the replacement part.
 - 6.2.5 Customer must maintain back-up copies of the original software, current platform configurations, and operating system. Such back-up copies must be available to Verizon when requested to aid in troubleshooting and/or problem resolution. For Systems which are not managed by Verizon, Verizon's only responsibility is to re-load the configuration file as provided by the Customer and Customer is responsible for trouble-shooting and resolving problems with the System configuration files.
 - 6.2.6 Customer may only move, modify, relocate or in any way interfere with the System that is under maintenance (or any words or labels on the System) with Verizon's prior written approval. Customer will not cause the System to be repaired or serviced except by an authorized representative of Verizon or its subcontractors.

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

6.3 **Exclusions.** Maintenance Service does not include:

- 6.3.1 Additions, changes, relocations, removals, operating supplies or accessories.
- 6.3.2 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
- 6.3.3 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network or to other Customer equipment. Harmful Code means 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 contained therein.
- 6.3.4 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
- 6.3.5 Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
- 6.3.6 Loss or recovery of Customer Data.
- 6.3.7 Upgrades, enhancements or new releases of software or firmware, and configurations, except as specifically indicated in the Contract, these Service Terms and any service description.
- 6.3.8 Operator, system administrator and end user training except as specifically identified.
- 6.3.9 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the Contract or the applicable SOW.
- 6.3.10 Services resulting from Customer installation, configuration or other Customer changes to device software.
- 6.3.11 Application development, scripting, software backups, software customization, application evaluation or troubleshooting, and engineering services.
- 6.3.12 Damage to the System which is caused by (a) the act or omission of Customer or Customer's breach of the terms of these Service Terms; or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer's equipment. Verizon is not liable for any costs incurred arising out of any malfunction or failure of any such equipment or facility.

6.4 **Maintenance Service Provisions.**

6.4.1 **Term and Termination.**

- 6.4.1.1 Maintenance Services will become effective 30 days after Verizon accepts Customer's Maintenance only Service Order as applicable and shall remain in effect for the period set forth in the Service Order as applicable ("Maintenance Service Period"). After the Maintenance Service Period, and if Customer has not renewed for a new Maintenance Service Period, Verizon or Customer may terminate the Maintenance Service upon not less than 60 days prior written notice and the Maintenance Service will be provided at Verizon's then current undiscounted rate, unless terminated in accordance with this Attachment.
- 6.4.1.2 Customer may terminate the Maintenance Service during the Maintenance Service Period (in whole or in part) only for default as defined in this Attachment. If Customer has pre-paid the Maintenance Service and terminates the Maintenance Service (in whole or in part) prior to the end of the applicable term due to Verizon default, Customer will be reimbursed for the unused portion of the terminated Maintenance Service, less any discount received unless a relevant Third Party Services Agreement or Maintenance Service provided via a third party through Verizon does not allow for such reimbursement.

6.4.2 **General Maintenance Service Terms.**

- 6.4.2.1 The determination to order maintenance replacement parts is made by Verizon.

6.4.3 **Verizon Maintenance.** "Verizon Maintenance" means Verizon will do the following:

- 6.4.3.1 Use commercially reasonable efforts to isolate any problems with the System following receipt of Customer's notification that the System is inoperative.
- 6.4.3.2 Investigate trouble reports initiated by Customer and repair or replace, at Verizon's sole discretion, any of the System which fails to meet the manufacturer's published operating specifications for the System.
- 6.4.3.3 Replace Systems it determines needs to be replaced with equipment of like kind and functionality from a manufacturer of Verizon's choice at the time of replacement ("Exchange Unit"). Before replacing the System, Verizon will attempt to contact Customer to schedule the replacement. The replaced unit will be returned to Verizon at Verizon's expense. For

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Systems to which Customer holds title, upon replacement, Customer will obtain title to the Exchange Unit and Verizon will obtain title to the replaced System.

6.4.3.4 Maintenance Takeover Service. "Maintenance Takeover Service" means Verizon will provide Verizon Maintenance for CPE supplied by Customer (rather than ordered from Verizon) and identified in a Service Order accepted by Verizon ("Customer-supplied CPE"). Verizon approval of Customer-supplied CPE is required before ordering. For purposes of Maintenance Takeover Service, Customer-supplied CPE will be treated as a System.

6.4.3.5 Verizon Maintenance Reporting. Customer may request that Verizon provide network equipment reports, where available. To facilitate the generation of the reports, Verizon will work remotely with Customer SPOC to coordinate the configuration and deployment of collection software on the designated Customer provided server ("Collector") which must meet the manufacturer's requirements at time of deployment. Customer will provide remote VPN to support the data collection. Customer understands and agrees that Customer network information will be transmitted and used to generate reports. Customer can request Verizon to remotely disable collection features or uninstall Collector software, at which time Verizon will no longer be able to provide this reporting service.

6.4.4 Verizon Warranty Service is a replacement service provided during Business Hours. Verizon will provide next business day parts replacement of certain defective, non-critical peripheral or endpoint equipment (e.g., IP phones, modems, etc.) using new, like new, or refurbished parts or equipment of like kind and functionality. Verizon will remotely assess the equipment and if Verizon validates the equipment is defective, Verizon will authorize and ship replacement equipment. Customer is responsible for installing the replacement equipment. Equipment covered by Verizon Warranty Service will be identified in the applicable quote.

6.5 CPE Related Assessment Services. Verizon will provide on site assessment services in accordance with one or more SOWs, which are incorporated herein by reference (hereinafter "CPE Related Assessment Services").

Part III: Terms and Conditions.

1. **Change Orders.** Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes to the System or CPE Services under these Service Terms and any Service Order or any applicable SOW ("Change Orders"). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as Service Orders are accepted. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.
2. **Risk of Loss.** Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer Site, and ii) when Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import). Customer shall provide notice of loss or damage to the System as soon as Customer receives notice of such loss or damage.
 - 2.1 **Risk of Loss for Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon upon the earlier of i) delivery of the CFE (including portions thereof) to the Verizon-designated location, and ii) when Verizon takes shipping responsibility. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer upon the earlier of i) delivery of the CFE (including portions thereof) to the Customer-designated location, and ii) when Customer takes shipping responsibility.
3. **Resale Title and Security Interest.** For Customer purchases where the System is purchased and delivered within the same jurisdiction and Verizon is incorporated in such jurisdiction, Verizon will retain title to the applicable System elements until full payment for the same has been rendered. Upon final payment, title will pass to Customer. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System. For other purchase transactions, title to the System will pass to Customer at time of shipment of the System from Verizon's or its third-party vendor's warehouse to Customer, or at the time indicated on the Service Order (including attachments to the Service Order) if different from the time of shipment. Terms and conditions for title and security interests for MRP transactions are located in and subject to the "Title and Security for Systems Under MRP" section below. As between Verizon (including its suppliers) and Customer, Verizon (or its ultimate suppliers or licensors, as applicable) retains all right, title and interest in and to all software provided by Verizon. Until final payment is received from Customer, Customer grants Verizon a security interest or lien in the System, or similar or equivalent interest pursuant to local law, and agrees that Verizon may file all documents necessary to perfect

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

that interest. At Verizon's request, Customer will provide all assistance required for the enforceability of retention of title. Upon final payment Verizon will release its security or other interest.

3.1 **Title for Customer Furnished Equipment.** Title to CFE remains with Customer at all times.

4. **Delivery.** In those jurisdictions where Verizon has an established legal presence and except as otherwise provided in the Contract, delivery of the System will be "DDP", "Delivered Duty Paid", to the Customer's sites as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions set forth herein. In those situations where delivery under the DDP term is not available delivery of the System will be "DAP", "Delivered At Place", to the Customer's sites as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions set forth herein.
5. **Import of Equipment.** Customer will provide such assistance to Verizon as may be necessary in connection with the importation of the System into the countries in which the Customer sites are located, and as required in accordance with local regulations. Such assistance may include but not be limited to acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number. Upon becoming the importer of record, Customer may be subject to the obligations placed on 'Producers' as defined and set out in the Waste Electrical and Electronic Equipment Directive 2002/96/EC or any equivalent local directive or regulation, or the relevant local legislation implementing the provisions of any such directive or regulation.
6. **Cancellation.** Prior to Customer Acceptance, either party may cancel a Service Order or a SOW for convenience, in whole or in part. 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 Service 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 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.
7. **Termination.** Subject to the "MRP Service Terms and Conditions" section below, after Customer Acceptance, either party may terminate a Service Order for CPE Services for convenience, in whole or in part upon 30 days prior written notice to the other party. If a CPE Service is terminated by Customer pursuant to this section, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments due under the Service Order if not terminated and any expenses incurred by Verizon. Where multiple SOWs are associated with these Service Terms, the termination of one or fewer than all of the SOWs will only affect the terminated SOWs, and any additional SOWs will remain in effect.
 - 7.1 **Termination for Cause.** If either party fails to perform material terms of these Service Terms and (i) such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party; or (ii) if such failure cannot reasonably be cured within such 30 calendar days, and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within 90 calendar days following written notice, then the non-defaulting party may suspend its performance of and/or terminate the affected CPE Services or System order to which the default pertains. Upon termination of such CPE Service or System order, Customer is liable for any unpaid charges for the terminated CPE Service incurred up to the time of termination of such CPE Service and for any System element provided up to such termination. These Service Terms will not be terminated, and will continue in effect, with respect to all other CPE Services and Systems that are not the subject of such default. Termination of any CPE Service or System will be in addition to and not in substitution of any other rights and remedies available to the non-defaulting party under these Service Terms applicable law, or otherwise.
8. **Confidentiality.** Notwithstanding any contrary term in the Contract and consistent with applicable law, Verizon may disclose the terms of these Service Terms, in whole or in part, to: (a) Verizon Affiliates; (b) Verizon's or Verizon's Affiliate suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon Affiliate products or services, including the financing thereof, under or in connection with these Service Terms; (c) successors in interest to Verizon or Verizon Affiliates (by merger or otherwise); and/or (d) persons to whom Verizon or Verizon Affiliates may sell all or part of their respective businesses or assets.
9. **Warranty.** Verizon warrants it will perform the CPE Services provided by Verizon under these Service Terms in a good and workmanlike manner. Unless otherwise set forth herein or in an SOW, 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 such manufacturers which are capable of being transferred or passed through.

9.1 **UNAUTHORIZED ACCESS.** IN ADDITION TO DISCLAIMERS IN THE AGREEMENT, VERIZON WILL NOT



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

- 9.2 **Third Party Services.** Verizon is not the provider of Third Party Services, as defined below, therefore Verizon provides no warranties, guarantees and assurances of quality that apply to Third Party Services but will transfer or pass through to Customer the benefit of any and all third party warranties on the same terms as offered by such third parties which are capable of being transferred or passed through. THE WARRANTIES SET FORTH IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, Verizon warrants that the System will be free from defects for 12 months from delivery (the "Warranty Period"). Should the System become defective within this period, Customer shall initially only be entitled to subsequent performance. For the purpose of such subsequent performance Verizon will be subject to receiving notification of the defect within the Warranty Period, comply with the obligations set out in the third party supplier's warranty supplied with the System or otherwise repair or replace the System within a reasonable time period. All other warranty claims regarding the System may only be asserted if subsequent performance has failed. Verizon does not give a warranty for merely immaterial deviations from the agreed condition of the System and fitness for any particular purpose. Customer shall examine the System without undue delay upon delivery with respect to the amount, condition and quality. Obvious defects must be reported to Verizon within 10 Business Days; claims for warranties for such defects shall be excluded thereafter.

10. Limitation of Liability.

- 10.1 **ENTIRE LIABILITY.** SUBJECT TO THE "EXCLUSIONS" SECTION OF THE CONTRACT, VERIZON'S AND ANY VERIZON ASSIGNEE'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S AND ANY VERIZON ASSIGNEE'S NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE CONTRACT.
- 10.2 **EXCLUSIONS.** VERIZON AND ANY VERIZON ASSIGNEE'S WILL BEAR NO LIABILITY FOR USE OF THE SYSTEM OR CPE SERVICES PROVIDED UNDER THIS ATTACHMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON AND ANY VERIZON ASSIGNEE'S WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT EQUIPMENT.
- 10.3 **Acknowledgement.** Customer and Verizon acknowledge that the warranties, limits on liability and exclusions set out in these Service Terms fairly allocate the risk between Customer, Verizon and any Verizon assignee and are reflected in the charges for the System and/or CPE Services.

11. Insurance.

- 11.1 **Coverage.** Customer shall maintain in full force and effect, at its own cost and expense, during the Service Commitment, the following insurance coverage:
- 11.1.1 Commercial General Liability insurance with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including but not limited to premises-operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury.
- 11.1.2 Commercial Automobile Liability insurance with a minimum combined single limit of \$2,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased and hired vehicles.
- 11.1.3 Workers' Compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit.
- 11.1.4 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. The required minimum limits of coverage shown above, however, will not in any way restrict or diminish company's liability under this agreement.
- 11.1.5 Errors & Omissions liability in the amount of \$2,000,000 each claim covering the acts, errors or omissions of Customer under this agreement.
- 11.2 **Additional Insured.** All insurance coverage required herein, excluding Workers' Compensation, Employer's liability and Errors & Omissions liability shall name Verizon Communications Inc., its Affiliates and

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Subsidiaries as additional insured by means of an unrestricted endorsement to the above policies with regard to any liability arising out of Customer's operations, products or completed operations.

- 11.3 **Policies.** All policies required herein shall (i) contain waivers of subrogation in favor of Verizon (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Verizon (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the jurisdiction in which the work is to be performed (iv) must have an A.M. Best rating of A-; VII or better.

- 11.4 **Certificates.** Prior to commencement of work, Customer shall provide Verizon with certificate(s) of insurance that evidence the coverage required by this agreement. Verizon shall receive 30 days prior written notice of intent to non-renew, cancellation or material adverse change, except 10 day notice for nonpayment of premium shall apply. In the event any of the above policies is cancelled, Customer shall immediately submit documentation to Verizon verifying that Customer has obtained alternative insurance in conformance with these Service Terms.

12. Intellectual Property Infringement Indemnity.

- 12.1 **Verizon CPE Services Indemnity.** Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any CPE Services infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.

12.1.1 If the use of any CPE Services is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected CPE Services, replace the affected CPE Services with substantially equivalent, non-infringing service, or modify the affected CPE Services so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the CPE Services.

12.1.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer or, with the exception of Verizon, any agents, contractors, or suppliers acting on behalf of Customer; (ii) any combination, use or operation of any CPE Services with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the CPE Services by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the CPE Services provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the CPE Services to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii) use or operation, by Customer, its agents, employees or other contractors, of CPE Services other than as specified in these Service Terms.

- 12.2 **Sole and Exclusive Remedy.** The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturer's(s') or owner's(s') indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.

- 12.3 **Indemnity.** Each party (the "indemnitor") will defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of these Service Terms.

- 12.4 **Contingencies.** The defense and indemnification obligations set forth in this clause are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under sections above) without indemnitee's prior written approval.

13. **Disclosure Indemnification.** If Customer fails to identify and disclose to Verizon concealed Customer equipment, wiring or conditions, as required under these Service Terms, then Customer will defend and hold

CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.

14. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) at any location where Verizon is to perform CPE Services under these Service Terms. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under these Service Terms until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under these Service Terms will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate by virtue of law, without Court intervention, delay, or other formality and liability, these Service Terms, a Service Order, or an SOW at Verizon's option. Upon such termination, Customer will permit Verizon to remove any System that has not been accepted, will reimburse Verizon for expenses incurred in performing these Service Terms, Service Order, or SOW until termination (including but not limited to expenses associated with such termination, such as removing a System, terminating leases, demobilization, etc.), and will complete payment for any portion of a System or CPE Services that has been accepted.
15. **Export and Legal Compliance.** Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided under the Contract is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations of the United States or other relevant jurisdictions (collectively, "Export Laws"). Without limiting the generality of the foregoing the parties further agree:
 - 15.1 Customer shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by Customer under these Service Terms without first complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
 - 15.2 Customer shall not conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable Export Laws, nor any entity that is involved in an end use prohibited under Export Laws including but not limited to chemical or biological weapons proliferation of nuclear or missile technology proliferation, in either case without complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
 - 15.3 Customer shall cooperate with and provide all necessary information to Verizon in order to facilitate full compliance with all trade-related laws and regulations.
 - 15.4 Unless prohibited by law, Customer agrees to provide notice to Verizon of trade compliance related communications received from and/or actions taken by government export officials and/or customs authorities, as relate specifically to the System and/or CPE Services provided herein by or to Customer. Notice shall be provided to Verizon within 10 days of receiving the above referenced communications or notice of actions to be taken by government officials. Such notice shall include the details of any pending investigation and to what extent Verizon items, hardware, technology, or services are involved.
 - 15.5 Customer further agrees to release, hold harmless, defend, and indemnify Verizon, its officers, directors, shareholders, agents, and employees, from and against any claims, breaches of the representations, costs, damages, penalties, fines or liabilities (including attorneys fees) arising out of, or in connection with any violation or alleged violation by Customer of Export Laws.
 - 15.6 Verizon may refuse to proceed with any transaction contemplated hereunder where it determines such transaction may violate Export Laws. The obligations in this clause survive the expiration or early termination of these Service Terms.
16. **Order of Precedence.** In the event of conflicts among the terms of the Agreement, a Contract, an SOW and any Schedule, the following order of precedence will apply: (i) the Schedule; (ii) a Contract; (iii) the Agreement (and within the Agreement the Service Terms will take precedence over the Master Terms); and (iv) the SOW.
17. **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods shall not apply.
18. **Third Party Services.** In addition to the terms of the Contract, any third party maintenance and services will be provided on a Subscription basis in accordance with (i) the Third Party Services Agreement generally available on their respective websites or attached as an exhibit and (ii) the relevant terms and conditions of these Service Terms, specifically excluding the termination for convenience provisions in the first sub clause of the "Termination" section in this Part III, above. A subscription ("Subscription") means the agreement by which Customer purchases, and Verizon resells, certain CPE Services provided by third parties ("Third Party Services"). The charges and/or the terms and conditions applicable to the Subscription(s) may change at Customer's renewal or



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

extension of such Subscription(s). Information concerning some Third Party Services Agreements is provided below, however, additional Third Party Services Agreements may be provided from Verizon from time to time as required by a Service Order.

18.1 Cisco Services. When ordering Cisco products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.cisco.com/go/servicedescriptions/> or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement, available via the web URL shown above. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

18.2 Juniper Services. When ordering Juniper products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.juniper.net/support/guidelines/990216.pdf> or other URL as provided by Juniper Networks from time to time.

18.3 Polycom Services. When ordering Polycom products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.portal.polycom.com> or other URL as provided by Polycom from time to time.

18.4 Riverbed Services. When ordering Riverbed products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at <http://www.riverbed.com/license> or other URL as provided by Riverbed from time to time.

18.5 Sonus Services. When ordering Sonus products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at <http://www.sonus.net/en/solutions/services/maintenance-plans> and <http://www.sonus.net/en/software-support-service> or other URL as provided by Sonus from time to time.

18.6 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.

18.7 AirWatch. AirWatch software is subject to the manufacturer's license and support terms and conditions, which are available at http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf (the "AirWatch EULA"). 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. Additional licenses can be purchased under a separate or supplemental Service Order.

19. Country Specific Provisions.

19.1 Greece. For CPE Services and Systems provided in Greece, for the avoidance of doubt, Verizon shall bear the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force.

19.2 Italy. For CPE Services and Systems provided in Italy, in accordance with articles 1341 and 1342 of the Italian Civil Code, Customer acknowledges to have carefully read the entire text of this Attachment and hereby specifically approves the provisions contained in the following Clauses of the Attachment: Part I: Rates and Charges; Part II: - "Customer Responsibilities"; Part III: - "Risk of Loss"; "Resale Title and Security Interest"; "Delivery"; "Import of Equipment"; "Termination"; "Confidentiality"; "Warranty"; "Limitation of Liability"; "Insurance"; "Hazardous Substances"; "Third Party Maintenance Services"; "Export and Legal Compliance"; "Order of Precedence".

19.3 Austria, Germany, and Switzerland. For CPE Services and Systems provided under Austrian, German, or Swiss Law, until full payment for the System has been rendered to Verizon, Customer will (i) not obliterate any identifying mark on the System or its packaging (ii) at Verizon's request mark the System as being the sole property of Verizon, or a TPFC, as applicable.

19.4 Turkey.

19.4.1 Notice of Termination and Default. Termination, suspension or cancellation of an Order provided in Turkey by Customer shall be valid only upon at least 30 days prior written notice of such termination, suspension or cancellation to Verizon with the requested termination date falling on the last day of the following calendar month. Notice of default by either Verizon or Customer in Turkey pursuant to these Service Terms will be served on the non-defaulting Party either: (i) through a notary or (ii) by registered mail with an acknowledgement of receipt of such notice.

19.4.2 Paper Invoices. Invoices for CPE Services and Systems for Turkey will be sent to Customer in hard copy paper form.

19.4.3 No Retention of Title; Bank Guarantee. The terms in Part III "Resale Title and Security Interest" nor any other term herein granting to Verizon a post-transfer retention of title in a System shall apply



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title shall pass to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

19.5 Encryption.

19.5.1 Service Orders in relation to CPE for use in India (Restriction on Encryption Functionality).

Customer understands and acknowledges that in accordance with the licenses and with statutory guidelines which govern the provision of the Service by Verizon in India, Customer is not allowed to employ encryption on any equipment (including CPE and Customer Equipment) which is directly or indirectly connected to the Network in India. Customer must ensure that any encryption equipment connected to the Network for specific requirements has the prior evaluation and approval of the Department of Telecommunications or officer specially designated for the purpose. Customer hereby indemnifies and hold harmless Verizon, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of a failure by Customer to comply with the restrictions described in this clause or as otherwise imposed by the licenses or statutory guidelines from time to time.

19.5.2 Service Orders in relation to CPE for use in China (Restriction on Encryption Functionality).

This clause shall only apply to CPE containing encryption features which will be delivered and used by Customer in the People's Republic of China. Use of CPE containing encryption features in China is regulated by the State Encryption Management Commission ("SEMC"). Customer shall obtain and maintain all necessary permits, licenses and authorizations ("Permits") necessary for the use of the CPE at all relevant times. Verizon does not warrant or make any representations that the Permits for the use of the CPE will be granted by the SEMC.

19.5.3 Service Orders in relation to CPE for use in Poland (Notification Requirements for Encryption).

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

19.6 IPT Covenants in Asia Pacific ("AP").

19.6.1 **Toll Bypass in AP.** The System and the underlying network service upon which the IP Telephony ("IPT") is provided cannot be used to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where any part of the underlying network service or the System is used.

19.6.2 **PSTN Interaction in AP.** The underlying network service and the System may permit egress/ingress to/from the local PSTN for international IPT sessions only in Australia, the EU member countries, Switzerland, Japan, Korea, Singapore and the United States (the "PSTN Countries"). In all other countries (the "Excluded Countries"), the international communications capabilities of the System and underlying network service can only be used for on-net-to-on-net sessions among a pre-defined set of end-users located at Customer and Customer Affiliate premise locations or connected via secure connection to a pre-defined PC/laptop ("Closed User Groups"). Customer and Customer's Affiliates shall prevent use by the general public, and the System and underlying network service cannot be used to provide any part of a 'for-hire' telecommunications service.

19.6.3 **Third Party Solutions in AP.** In the event that Customer desires to connect a Verizon IPT solution with a third party's IPT solution not under Verizon management or control, Customer must ensure that the third party IPT functionality complies with all the terms hereof.

19.6.4 **Indian Requirements.** In India, if any of the users are in call centers or network operation centers, engaged in business process outsourcing, tele-marketing, tele-education, tele-medicine, tele-trading, or provision of e-commerce services, Customer must obtain Other Service Provider ("OSP") registration from the Indian Department of Telecommunication covering said activities and associated infrastructure prior to use of the CPE or the underlying network service.

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

19.6.6 **Information.** Customer agrees to cooperate with Verizon to provide any relevant information regarding Customer's IPT solution to any national regulatory authority upon their request, and



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Customer shall provide compliance certifications in form and substance acceptable to Verizon upon request.

20. Additional Service Terms and Conditions for the provision of CPE and CPE Services.

20.1 MRP Service Terms and Conditions.

- 20.1.1 **Term.** The term of the financing commitment for each System ("Financing Commitment") is specified in the related Service Order as a "Service Commitment" and commences on Customer Acceptance. Except in the case of Cause attributable to Verizon, Customer's payment obligation as provided in the Service Order for such System and CPE Service is absolute and unconditional after Customer Acceptance, without set-off, abatement, or deduction. Customer hereby further waives any recoupment, cross-claim, counterclaim, or any other defense at law or in equity to any such payment or other amount due with respect hereto, whether any such defense arises out of these Service Terms, the Agreement, any Statements of Work, or Contract, any claim by Customer against Verizon, its assignees or supplier, or otherwise.
- 20.1.2 **Customer Acceptance.** In addition to the Customer Acceptance procedures in the "CPE Deployment Services" section, Customer must indicate its acceptance of the System by a Customer-authorized signature on the Verizon-provided acceptance document; provided, however, that if Customer has not signed the acceptance document and has not provided written notification of an issue, Customer Acceptance for a System will be deemed to have occurred upon the expiration of the Test Period. In any case, Customer's acceptance shall be irrevocable.
- 20.1.3 **Title and Security for Systems Under MRP.** With MRP, Customer will not have title to the System or any sub-element thereof. Verizon, or a TPFC will have title. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System for Verizon services. In the event that MRP is determined by a court to be an extension of credit, Customer hereby grants a security interest in Customer's right, title and interest, now existing and hereafter arising, in and to any System, including all insurance, warranty, and chattel paper arising out of a System to secure payment of all amounts due. Verizon or a TPFC may, at its option, perfect ownership in a System by filing a registration or financing statement (e.g., in the United States, a Uniform Commercial Code filing) naming Customer as the debtor and identifying the ownership or security interest in the System, as applicable.
- 20.1.4 **Verizon Assignment Under MRP.** When the assignee TPFC holds title to a System, Verizon will, at Customer Acceptance, assign certain of its rights with respect to such System and related CPE Service, each as indicated on the Service Order, to such TPFC assignee, including without limitation: (a) the right to receive a portion of the payments due hereunder that relate to the System and CPE Services under MRP; (b) the benefits of (i) any indemnity and/or limitations of liability with respect to the System and CPE Services, and (ii) Customer's representations and warranties with respect to the System and CPE Services, in either case contained herein or in the Master Terms; and (c) in the case of a Customer Event of Default (as defined below), the right to enforce on its own behalf any of its assigned rights, including the right to enforce payment of amounts relating to the System and CPE Services, or to take possession of or enforce title to the System. Such assignment of rights in relation to the TPFC's interest with respect to such System and related CPE Service is nonexclusive and Verizon reserves any rights and benefits relevant to Verizon's interests in such System and related CPE Service. Customer's execution of the Customer Acceptance indicates Customer's consent to such assignment.
- 20.1.5 **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 such Event of Loss, or replace such damaged System with Like Equipment, as defined below, each at Customer's cost and expense. Otherwise, Customer will pay to Verizon within sixty (60) days after such Event of Loss the System Casualty Value (as defined below) associated with such System 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 herein. "System Casualty Value" is an amount equal to (i) the present value of all remaining MRC for such System, or element thereof, from the date of the Event of Loss through the end of the Financing Commitment, discounted at an annual rate of 3%, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or element thereof, as provided by Verizon promptly after receipt by Verizon of a notice of Event of Loss.



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

20.1.6 Customer Responsibilities.

20.1.6.1 **Condition of the System.** Customer will ensure that the System is covered by Verizon Maintenance for the duration of the Financing Commitment or any renewal thereof.

20.1.6.2 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or individual element thereof, or any right or obligation hereunder as it relates to the System or CPE Services or any rights or obligations with respect thereto, (b) provide a right of use of any of the System and CPE Services to any person other than Customer, (c) permit the System and CPE Services to be under the dominion and control of any other person or party, other than Customer, 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 of the System.

20.1.6.3 **Insurance.** For Systems under MRP, Customer shall obtain and maintain for the duration of the Financing Commitment, including any extension thereof, at its own expense, commercial general liability insurance, and special risk insurance against loss or damage to the System as a result of fire, explosion, theft, vandalism and such other risks of loss as are normally maintained on equipment of the type financed hereunder by companies carrying on the business in which Customer is engaged, in the minimum amount of the full replacement cost value, in such form and with such insurers as shall be satisfactory to Verizon. Each insurance policy shall name Customer as insured and Verizon and its successors and assigns as additional insureds and loss payees thereof as their interests may appear and if applicable, and shall provide that it may not be cancelled or materially altered without at least thirty (30) days' prior written notice thereof being given to Verizon (or ten (10) days (fourteen (14) days for Contracts under Swiss Law) in the event of non-payment of premium). Customer shall 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 foregoing insurance may be provided on behalf of Customer at Customer's sole cost and expense, i.e., "forced place" insurance.

20.1.7 **Hold Harmless.** Customer agrees to indemnify and hold Verizon and its assignees harmless from any and all liability, loss, damage, expense, and causes of action arising from or based upon the System under MRP, or actual or alleged use of same except, with respect to Verizon, for action, suits, claims or judgments arising from Verizon's negligence in providing Services other than MRP.

20.1.8 **Events of Default.** The following shall constitute a "Customer Event of Default" under these MRP terms and Cause under the Master Terms: (i) failure by Customer to pay any amounts due under these MRP terms; (ii) Customer fails to maintain insurance as required under these MRP terms or to pay for "forced place" insurance; (iii) failure to return a System to Verizon as provided herein; or (iv) if applicable, bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against a Customer or any guarantor of a Customer, or all or any part of such person's property, under the United States Federal Bankruptcy Code or other law of the United States or of any other jurisdiction in which Systems are located or being used or in which the Customer is incorporated, and, if such proceeding is brought against such person, it consents thereto or fails to cause the same to be discharged within sixty (60) days after it is filed; or (v) prerequisites for filing a motion to open insolvency proceedings or a rehabilitation proceedings with respect to the Customer have been satisfied, or a motion to open such proceedings has been filed by Customer's creditor and was not dismissed within 60 days from filing; or (vi) Customer or any guarantor of Customer terminates its existence by merger, consolidation, sale of substantially all of its assets or otherwise, unless the surviving entity or purchaser of such assets assumes all liabilities of the Customer hereunder and is (1) approved in writing by Verizon (after receipt of written approval from the TPFC) prior to such termination or sale, which approval shall not be unreasonably withheld, conditioned or delayed, or (2) of a credit rating as rated by Standard and Poor's of BBB- or better or by Moody's Investors' Service of Baa3 or better after such sale or termination. Customer shall reimburse Verizon for all reasonable and necessary charges, costs, expenses and attorney's fees incurred by Verizon or the assignee in exercising any remedy against Customer hereunder.

20.1.9 **Termination.** Notwithstanding any other provision in these Service Terms, in the event of any termination of MRP by Customer for convenience or for any other reason (including without limitation Customer's invocation of a Force Majeure Event pursuant to a Contract or the Agreement) except for Cause, or in the event of any termination by Verizon for Cause, Customer will pay to Verizon (i) an amount equal to the aggregate of all remaining monthly recurring charges for the System as set forth in the Service Order from the date of termination through the end of the Financing Commitment



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

discounted at an annual rate of 3%, plus (ii) in the case of TPFC financing, the fair market value (as of the date of termination for the System as provided by Verizon promptly after termination), or regardless of financing entity, return of the System as provided below. Customer agrees that as between Verizon and Customer Verizon shall have the right to determine which portion of Customer's MRP charges represents Services and which represent the System.

20.1.9.1 **Return of Equipment.** Upon any termination of MRP, Customer shall return the System at its expense, to Verizon or Verizon's designee, and such returned System shall be shipped to be 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 such failure shall constitute a "Customer Event of Default" hereunder and Cause under the Master Terms.

20.1.9.2 **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, ordinary wear and tear excepted, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing such System up to such status, but not in excess of the System Casualty Value.

20.1.10 **End of MRP Financing Commitment.** At the end of the Financing Commitment, the term 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. Upon such termination, Customer shall return the System as provided in "Termination" within this section, above.

20.1.11 **Disputed Claims.** Notwithstanding the Dispute Resolution provision in the Agreement, a TPFC is entitled to enforce, outside of arbitration, all rights held by or assigned to such TPFC following the negotiation period applicable to Disputed Claims (as defined in the Agreement), unless Verizon or such TPFC determines in its sole discretion to submit the issue to arbitration and notifies the Customer in writing within thirty days following the end of such negotiation period. Nothing herein or in the Agreement shall be construed to preclude immediate enforcement outside of arbitration by a TPFC of its rights to enforce its security interests in the event of a Customer Event of Default.

20.1.12 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay to 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.

20.1.13 **No Warranties or Representations.** 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 warranties for the System on the same terms as offered by such manufacturers which are capable of being transferred or passed through. To the extent deemed applicable and to the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a "lessee" under section 2a-508 through 2a-522 of the United States uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a "lessor" as such sections may be applied to MRP.

20.2 CPE Deployment Services Terms and Conditions in the United States.

20.2.1 Warranty.

20.2.1.1 **Voice Equipment.** In addition to other applicable warranties contained herein, for voice Systems installed by Verizon, the warranty period begins on the In-Service Date and continues for 12 months.

20.2.1.2 **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 thirty days after installation unless the failure of such cables and connectors is caused by Customer's misuse or abuse.

20.2.1.3 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.

20.3 **Customer Furnished Equipment Terms and Conditions.** Verizon is not responsible for implementation delays, loss, or damage to equipment when equipment is shipped to Verizon without a detailed BOM or inbound delivery number or to the extent CFE shipments are not consistent with the BOM.



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

20.4 Maintenance Terms and Conditions.

20.4.1 Verizon reserves the right to change the rates, terms and conditions of Maintenance Service under these Service Terms to be effective upon the commencement of any renewal term and without formal amendment of these Service Terms by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer will provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the maintenance service will terminate upon expiration of the then-current term. Verizon may terminate the Maintenance Service at the end of the then current term upon 60 days written notice. Otherwise the Maintenance Service will continue to be provided at the then current undiscounted rate. If Customer has pre-paid the Maintenance Service and terminates prior to the end of the term, Customer will be reimbursed for the unused portion of the Maintenance Service, less any applicable cancellation charge and discount received unless a relevant Third Party Services Agreement does not allow for such reimbursement.

20.4.2 **Verizon Maintenance Terms.** Verizon warrants that Verizon Maintenance and Maintenance Takeover Service will be performed in a good and workmanlike manner. CUSTOMER'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY IS FOR VERIZON TO REPERFORM THE DEFECTIVE WORK.

20.5 CPE Related Assessment Services Terms and Conditions in the United States.

20.5.1 **Term of Services.** The CPE Related Assessment Services will commence as set forth in the applicable SOW and will continue in effect for the period of time required for Verizon to provide such CPE Related Assessment Services, or otherwise as specified in such SOW.

20.5.2 **Warranty.** Verizon warrants that it will perform the CPE Related Assessment Services hereunder in a good and workmanlike manner and substantially in conformity with the applicable SOW. VERIZON PROVIDES AND/OR LICENSES ALL DELIVERABLES TO CUSTOMER "AS IS". VERIZON'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY WILL BE RE-PERFORMANCE BY VERIZON OF ANY NON-CONFORMING CPE RELATED ASSESSMENT SERVICES.

20.5.3 **Developed Information.** Unless otherwise set forth in a SOW, the parties acknowledge and agree that Verizon will at all times retain and have sole and exclusive title to and ownership of all (i) deliverables, documentation and information provided by Verizon to Customer under or in connection with a SOW, whether provided in hard-copy or electronic form, including, without limitation, all methodologies, processes, programs, tools/templates, software, templates, specifications, techniques, data, presentations, studies, compositions, marketing collateral, training programs and materials, analyses and assessments, and (ii) works of authorship, inventions, discoveries, concepts, ideas, designs, methods and information, whether or not patentable or copyrightable, developed, acquired, made, conceived or worked on by Verizon or any of its employees and agents, either solely or jointly with others, in connection with the performance of services under or in connection with a SOW.

20.5.4 **General Provisions.** During the term of the CPE Services and for a period of 6 months after their completion, Customer agrees not to employ or solicit for employment, directly or indirectly, or to permit its agents, contractors or others contemporaneously performing services for Customer to employ or solicit for employment, directly or indirectly, any of Verizon's employees involved in the provision of CPE Services under the applicable SOW.

Part IV: Definitions.

1. In addition to the Online Definitions, the following service-specific definitions apply:

Definitions	Definition
Asia Pacific (AP)	Includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.

Part V: Schedules.

List Of Schedules	Description
Cisco Schedule for U.S. Services <u>Cisco Schedule</u> for non-U.S. Services	Cisco Technology Migration Program Schedule To Customer Premises Equipment And Related Services +
Avaya Schedule for U.S. Services <u>Avaya Schedule</u> for non-U.S.	Avaya Products, Maintenance And Professional Services Schedule To Customer Premises Equipment And Related Services+



CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Services	
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PRIVATE IP SERVICE

1. GENERAL

1.1 Service Definition

2. AVAILABLE VERSIONS PRIVATE IP SERVICE

2.1 Private IP Service

2.2 Private IP Layer 2

2.3 Private IP Gateway

2.4 Private IP- Interconnect

3. SUPPLEMENTAL TERMS

4. SERVICE LEVEL AGREEMENT

5. FINANCIAL TERMS

5.1 Optimized Service

5.2 Non-Optimized Service

6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon offers four variations of this service: Private IP Service, Private IP Layer 2, Private IP Gateway and Private IP Interconnect. Please note that not all variations are available in all regions.

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 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.
- 2.1.3.2 **Dynamic Network Manager.** With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Private IP Port values. Customer accesses the interface through the Verizon Enterprise Center or via an Application Program Interface.
- 2.1.3.3 **IP Multicasting.** With IP Multicasting, Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.
- 2.1.3.4 **Multiple Virtual Routing and Forwarding.** With Multiple Virtual Routing and Forwarding, Customer may create multiple virtual private network connections via a single Private IP port. Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer's Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of virtual private network connections on the Private IP port and Verizon is not responsible for such packet drops.
- 2.1.3.5 **Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the BE class as the default priority designation.
- 2.1.3.6 **WAN Analysis.** (non-Optimized Service only) For customers receiving non-Optimized Private IP services, the terms and conditions for WAN Analysis are located at the following URL:

For U.S. Services, click [here](#)
For non-U.S. Services, click [here](#)
- 2.1.3.7 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.4 Customer Responsibilities

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

2.2 Private IP Layer 2

- 2.2.1 **Service Definition.** Verizon Private IP Layer 2 service provides point-to-point routing, with Customer control of routing, architectural and topology changes.
- 2.2.2 **Optional Service Features.** With the Private IP Permanent Virtual Circuits feature, Verizon will add one or more Private IP PVCs on Customer's Private IP Layer 2 port upon Customer's request.

2.3 Private IP Gateway





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

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

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

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

2.3.2.3 Optimized Service-Only Standard Features.

2.3.2.3.1 Secure Cloud Interconnect. With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Secure Cloud Interconnect has unique pricing, network designs, and capabilities; details are available on request.

2.3.2.4 Non-Optimized Service-Only Standard Features.

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

2.4 Private IP Interconnect (PIP-I) (Select customers only)

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

2.4.2 Standard Service Features

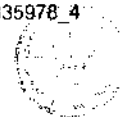
2.4.2.1 PIP-I Connection and Port. With PIP-I, Verizon provides a PIP-I Connection and a PIP-I Port. A PIP-I Connection is a physical Port that presents PIP-I at the demarcation point for interconnection to Customer's network. A PIP-I Port is a logical PIP Port associated with a VPN name that attaches to PIP site(s) that Customer has purchased from Verizon.

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

2.4.3. Customer Responsibilities

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

2.4.3.2 Ordering Multiple PIP-I Ports. Each PIP-I Connection can be used with multiple PIP-I Ports but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no





circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the Service to Customer.

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

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

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

3. SUPPLEMENTAL TERMS

3.1 **India Ports.** This clause applies if the Private IP Service contains ports in India. Prior to the Service Activation Date the Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the document in the form set out in Schedule 1 hereto ("Proforma"). To the extent that the information required by the Proforma cannot be completed (or is otherwise not completed) until after the Service Activation Date the Customer authorizes Verizon to complete the Proforma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

3.2 **Restriction on Selling Encryption Services.** Customer shall not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority and shall deposit the encryption key, split in two parts with such telecom authority.

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

3.4 **Use Restrictions in Turkey.** Due to blocking orders issued by the Turkish government prohibiting access to thousands of sites on the Worldwide Web, the use of the Service by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of the Service by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer will indemnify and hold harmless Verizon from any fines, penalties, losses, damages, costs or expenses arising out any violation by Customer or its authorized users of the foregoing prohibition. Each party will promptly notify the other of any such claim.

3.5 **Voice over IP ("VoIP") Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, Customer shall comply with those regulations and indemnify, defend, and hold Verizon harmless for any claims arising from Customer's violation of such regulations.

4. SERVICE LEVEL AGREEMENT (SLA)



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

5. **FINANCIAL TERMS.**

- 5.1 **Optimized Service.** Customer will pay the charges for Optimized Private IP Service + specified in the Agreement, including those below. 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
Cancellation of Service Order	Per Port	n/a	n/a	\$800
Expedite	Per Port	n/a	n/a	\$1,000
Physical Change	Per Order	n/a	n/a	\$200
Reconfiguration	Per Port	Standard Port	64Kbps	\$50
Reconfiguration	Per Port	Standard Port	256Kbps,512Kbps	\$100
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200
Reconfiguration	Per Port	Standard Port	Above E1	\$600

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

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

- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement. In addition, online pricing for Service provided by a U.S. Verizon entity is at http://www.verizonenterprise.com/external/service_guide/reg/cp_private_ip_service.htm (for U.S. Services).

6. **DEFINITIONS.** The following definitions apply to Private IP Service, In addition to the General Definitions at

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

Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.
Committed Access Rate (CAR)	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
Customer Edge (CE)	The edge of, or point in which customer traffic enters or exits, the Customer network
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
MPLS	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
MPLS Partner	A third party MPLS provider with whom Verizon has an agency or reseller



	arrangement to provide interconnection to that party's in-country network.
MVIC	MPLS VPN Interprovider Connection
Port	An entrance to and/or exit from a network.
Provider Edge (PE)	The edge of, or point in which customer traffic enters or exits, the Verizon Private IP Network.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.
Virtual Private Network (VPN)	Uses a logical connection to route traffic between network sites.

Schedule 1 – Customer Indian Affiliate/user Undertakings

Schedule 1 – For customers ordering Private IP Service that contain ports in India, please [click here](#), for the Customer Indian Affiliate/user Undertakings for U.S. Services.



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

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.



WAN ANALYSIS REPORTING SERVICE ATTACHMENT

- 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: [WAN Analysis Reporting Service Level Agreement](#)

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.
- 3.1.2 **Non-Optimized Services (U.S. only)**
 - 3.1.2.1 **Private IP.** For Customers receiving non-Optimized Private IP services, the pricing for WAN Analysis Reporting is located at the following URL: [Private IP \(non-Optimized\)](#)
 - 3.1.2.2 **Managed WAN.** For Customers receiving non-Optimized Managed WAN services, the pricing for WAN Analysis Reporting is located at the following URL: [Managed WAN \(non-Optimized\)](#)
 - 3.1.2.3 **Managed LAN.** For Customers receiving non-Optimized Managed LAN services, the pricing for WAN Analysis Reporting is located at the following URL: [Managed LAN \(non-Optimized\)](#)





Verizon Services 90 Day Satisfaction Guarantee for Service

Subject to the Conditions below, a Customer who has subscribed to a new Verizon master service agreement ("Agreement"), or to a new Optimized Service under an existing Verizon master service agreement, may terminate such new Agreement (and any or all services under it) or new Optimized Service, as applicable, at any time within 90 days of the Services Effective Date and avoid the Early Termination Charge for Service Termination (the "Satisfaction Guarantee") by providing written notice of termination to Verizon within that 90-day period.

Conditions

1. To be eligible for this Satisfaction Guarantee, a Customer who subscribes to a new Agreement cannot have had any Verizon billing for any services included within the Agreement within the 90 days before signing the Agreement. A Customer who subscribes to a new Optimized Service must have subscribed to that service for the first time.
2. This promotion must be included in each order for Rapid Delivery Services for the promotion to apply to such order(s).
3. Customer must provide Verizon at least 30 days written notice in advance of its requested date of termination in accordance with the Notice provision in the Agreement. (Longer notice may be required for international service.) Verizon will implement termination within 60 days of the date it receives Customer's notification.
4. Customers who terminate service(s) by invoking this Satisfaction Guarantee will be required to pay all charges, as applicable, associated with the Consequences of Termination set forth in Verizon's Online Master Terms, except the Early Termination Charge for Service Termination as set forth above.
5. Additional conditions may be set forth in the Guide.





Private IP + Fast Start v2 Promotion

Promotional Benefits

Subject to the conditions below, Customers who order Verizon Private IP + for the first time with a minimum two year Service Commitment or Volume Commitment Period, as applicable (for purposes of this promotion the "Commitment"), will receive credits equal to the Monthly Recurring Charges ("MRC") for the Private IP port and the MRC for Access + in the second full monthly billing period for a two year Commitment. Customers committing to a three year or greater Commitment will receive credits equal to the MRC for the Private IP port and the MRC for Access + in the second and third full monthly billing periods.

Conditions

1. Only Private IP ports located in the contiguous United States are eligible for this promotion.
2. If Customer disconnects the Verizon Private IP + before the promotional credits have been applied, the credits will be forfeited.
3. Orders may be expedited, but applicable expedite fees will apply.
4. To be eligible for this promotion, Customer with a Commitment must order Private IP + prior to the end of six (6) months following the inclusion of this promotion into the Agreement.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																					
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td>New Hampshire Ins Co</td><td>23841</td></tr><tr><td>INSURER C:</td><td>American Home Assurance Co.</td><td>19380</td></tr><tr><td>INSURER D:</td><td>Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445	INSURER B:	New Hampshire Ins Co	23841	INSURER C:	American Home Assurance Co.	19380	INSURER D:	Illinois National Insurance Co	23817	INSURER E:			INSURER F:		
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INSURER D:	Illinois National Insurance Co	23817																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 570066992891**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> X,C,U Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL5196564	06/30/2017	06/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY		CA 286-73-91 AOS	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 286-73-92 MA	06/30/2017	06/30/2018	BODILY INJURY (Per person)
A			CA 286-73-93 VA	06/30/2017	06/30/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC063724385 AOS WC063724388 MN	06/30/2017 06/30/2017	06/30/2018 06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Redondo Beach is included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability. Waiver of Subrogation, in favor of the additional insureds, applies to the General Liability, Auto Liability and Workers Compensation policies. Coverage is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Holder Identifier :

Certificate No : 570066992891



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570066992891		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066992891	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC063724384 CA	06/30/2017	06/30/2018	
D		N/A		WC063724386 FL	06/30/2017	06/30/2018	
B		N/A		WC063724387 ME	06/30/2017	06/30/2018	
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018	
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA		INSURER A: National Union Fire Ins Co of Pittsburgh	19445
		INSURER B: New Hampshire Insurance Company	23841
		INSURER C: American Home Assurance Co.	19380
		INSURER D: Illinois National Insurance Co	23817
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570071867623**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL4611607	06/30/2018	06/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			CA 461-15-19 AOS	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CA 461-15-20 MA	06/30/2018	06/30/2019	BODILY INJURY (Per person)
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 461-15-21 VA	06/30/2018	06/30/2019	BODILY INJURY (Per accident)
A	<input type="checkbox"/> HIRED AUTOS ONLY			See Next Page	06/30/2018	06/30/2019	PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014590551 AOS	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC014590550 CA	06/30/2018	06/30/2019	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Redondo Beach is included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability. Waiver of Subrogation, in favor of the additional insureds, applies to the General Liability, Auto Liability and Workers Compensation policies. Coverage is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570071867623



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570071867623			
CARRIER See Certificate Number: 570071867623	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 774-22-65 NH - Primary	06/30/2018	06/30/2019	
A				CA 774-22-66 NH - Excess	06/30/2018	06/30/2019	
	WORKERS COMPENSATION						
D		N/A		WC014590552 FL	06/30/2018	06/30/2019	
B		N/A		WC014590553 ME	06/30/2018	06/30/2019	
B		N/A		WC014590549 NJ, NY, TX, VA	06/30/2018	06/30/2019	
B		N/A		WC014590554 MA, ND, OH, WA, WI, WY	06/30/2018	06/30/2019	