

**CONTRACT BETWEEN THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES  
AND  
VERIZON BUSINESS NETWORK SERVICES LLC  
UNDER MiCTA MASTER SERVICE AGREEMENT 191AN-MTTISAFBOS2022-0827**

This contract (the "Contract") is made this 30 day of November, 2023 by and between the State of Maryland ("State"), acting through its Department of General Services (the "Department" or "DGS") and Verizon Business Network Services LLC ("Verizon") and is issued under the August 23, 2022 Master Service Agreement 191AN-MTTISAFBOS2022-0827 between Verizon and MiCTA.

IN CONSIDERATION of the premises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated below:

- 1.1 "COMAR" means the Code of Maryland Regulations.
- 1.2 "Contract" means this contract between the State and Verizon that is issued under the August 23, 2022 Master Service Agreement 191AN-MTTISAFBOS2022-0827 between Verizon and MiCTA.
- 1.3 "Contractor" means Verizon Business Network Services LLC.
- 1.4 "Contract Manager" means the State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 1.5 "Department" means the Maryland Department of General Services.
- 1.6 "Master Service Agreement" means the August 23, 2022 Master Service Agreement 191AN-MTTISAFBOS2022-0827 between Verizon and MiCTA, including all attachments.
- 1.7 "Member Participation Agreement" means the agreement between Contractor and the State that is issued under the Master Service Agreement.
- 1.8 "Parties" means Contractor and the State collectively.
- 1.9 "Procurement Officer" means the individual holding the responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- 1.10 "State" means the State of Maryland.

**2. Scope of Service**

2.1 The Contractor shall provide the State with the services and products identified in Attachment A to the Member Participation Agreement. These services and products shall be provided in accordance with this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies, contradictions, or conflicts between this Contract and the Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

**Exhibit A – Contract Affidavit**

**Exhibit B – Member Participation Agreement**, including Attachment A, which in turn includes Schedule 8.3.1 (1 + Domestic Long-Distance Services (Outbound)), Schedule 8.3.2 (1 + Domestic Long-Distance Services (Inbound)), Schedule 8.4 (International Long-Distance Services), Schedule 8.5.1 (Access Services: Service Attachment), Schedule 8.6 (Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination), Schedule 9.2 (Voice over IP Products: Service Attachment), Schedule 9.3 (Virtual Contact Center Services: Service Attachment), Schedule 10.2.2 (Private IP (PIP), Domestic and International: Service Attachment), and Schedule 12.9.1 (Professional Services: Service Attachment).

**Exhibit C – The Master Service Agreement**

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

**3. Time for Performance**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and products described in Attachment A to the Member Participation Agreement. The term of this Contract shall begin on the date the Contract is fully executed ("Execution Date") and terminate on August 22, 2027. Contractor shall provide services and products upon receipt of a Notice to Proceed from the Contract Manager. The Contractor's obligations to comply with audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration of the Contract.

**4. Consideration and Payment**

In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the rates and charges set forth in Attachment A to the Member Participation Agreement. Rates in Verizon's "Service Publication and Price Guide" shall be the rates in effect at the time this Contract is fully executed.

4.1 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

## **5. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **6. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **7. Maryland Law; Consent to Jurisdiction and Forum Selection; Consent to Service of Process.**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, excluding Maryland law applicable to choice of law and choice of forum. The Maryland Uniform Computer Information Technology Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract.

## **8. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **9. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

## **10. Nonavailability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **11. Termination for Default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **12. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

## **13. Delays and Extensions of Time**

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

## **14. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or Contract Manager may determine to be appropriate for the convenience of the State.

## **15. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **16. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **17. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

#### **18. Retention of Records**

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

#### **19. Compliance with Laws**

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **20. Commercial Non-Discrimination**

20.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

20.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

20.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **21. Administrative**

21.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer and the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

21.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, or electronic mail as follows:

If to the State:                   Name: Tyler Russell  
                                          Title: Procurement Officer

Department of General Services  
Address: 301 W. Preston Street,  
Baltimore, Maryland 21201

If to the Contractor:

Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch, CO 80130  
Attn: Customer Service

Verizon Business Services  
500 Summit Lake Drive - Office 4-04  
Valhalla, NY 10595  
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

**22. Counterparts.**

This Contract may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

**23. Rules of Construction.**

The paragraph and section headings used in this Contract are for reference and convenience only, do not constitute substantive or operative provisions of this Contract, and shall not enter into the construction or interpretation of this Contract. Words of any gender used in this Contract shall be construed to mean and include corresponding words of any other gender. Words in the singular number shall be construed to mean and include corresponding words in the plural, when the context so requires.

**24. Entire Contract.**

This Contract, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

**25. Cost and Price Certification**

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**26. No Waiver.**

Nothing in this Contract shall be construed to waive the State's rights, including but not limited to the State's sovereign or federal immunity or under applicable laws.

**27. Cost and Price Certification**

27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of this Contract's effective date.

27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of this Contract's effective date, was inaccurate, incomplete, or not current.

**28. Contract Affidavit**

All terms and conditions of the Contract Affidavit, attached as Exhibit A, are made a part of this contract.

**29. Indemnification.**

29.1 The Contractor shall indemnify the State against liability for any third party suits, actions, or claims of bodily injury (including death) or tangible property damages arising from or relating to the negligence or tortious acts of the Contractor in the performance of the Contractor or its subcontractors under this Contract, provided that the Procurement Officer shall immediately notify the Contractor of any such suit, action or claim, will allow the Contractor to control the defense and/or settlement of such claim and will cooperate, assist and consult with the Contractor in the defense or investigation of any such claim.

29.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

29.3 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

29.4 Notwithstanding anything to the contrary in this Contract or its exhibits, the State has no obligation to indemnify the Contractor.

### **30. Nonvisual Access**

The Contractor warrants that the information technology offered under this contract (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

Within 18 months after the award of any contract the Secretary of the Department of Information Technology, or the Secretary's designee, will determine whether the information technology procured under this Contract meets the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02. If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Contractor in writing that the bidder or offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Contractor fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Contractor may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense. The Contractor shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

### **31. Taxes.**

The State shall have no responsibility or obligation for the payment of any federal, state or local taxes of any kind or type whatsoever which become payable by the Contractor or its subcontractors as a result of this Contract. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates will be completed by the Comptroller of the State upon request.

### **33. Confidentiality Confidential or Proprietary Information and Documentation**

33.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to



either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those set forth in this Contract.

- 33.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

34. Notwithstanding language to the contrary in the Master Service Agreement between the Contractor and MiCTA- a) Contractor shall not have the right to terminate this contract or any order placed under this contract (with the exception of those orders referenced in Section 2.4 of Service Schedule 12.9.1); and b) the State will not be subject to any liability stemming from its termination of this contract (or any order placed under the contract) other than what is covered by Section 12 of this contract.

### **35. Information Technology Policies**

The Contractor shall comply with the following policies and procedures:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>
- B. The State of Maryland Information Technology Security Policy and Standards at: <https://doit.maryland.gov/policies/Pages/20-07-IT-Security-Policy.aspx>; and
- C. The State of Maryland Information Technology Non-Visual Standards at: <https://doit.maryland.gov/policies/Pages/NVAGuidance.aspx>.

36. The following are deleted from the Member Participation Agreement: first sentence of ¶ 15 (Assignment), ¶ 17 (Governing Law: Disputes), ¶ 22 (Appropriated Funding), and first sentence of ¶ 30 (Entire Agreement). The following are deleted from the Master Service Agreement: the last portion of ¶ 14 (Force Majeure), beginning with "provided however," through "regardless of any Force Majeure"; ¶ 27 (Cancellation/Termination), and ¶ 30 (Survivorship of Individual Eligible Organizations Member Terms and Conditions).

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

WITNESS/ATTEST:

James Phaul

VERIZON BUSINESS NETWORK SERVICES LLC

By: Anthony Recine

Anthony Recine

Name Typed

SVP

Title 10/31/2023

WITNESS:

\_\_\_\_\_

THE STATE OF MARYLAND:

By: Yasin Mohammed

Yasin Mohammed, Director, Office of State Procurement

Name

Title 11/29/2023

Approved as to form and legal sufficiency:

Scott Moore

Assistant Attorney General

**Exhibit A**

**Contract Affidavit**

**A. AUTHORITY**

I hereby affirm that I, Anthony Recine (name of affiant) am the Sr. Vice President (title) and duly authorized representative of Verizon Business Network Services LLC (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or  foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: CT Corporation System  
Address: \_\_\_Corporation Trust Center 1209 Orange Street, Wilmington DE, 19801\_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_  
Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated 11/2/2023, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 11/2/2023

By: Anthony Recine (print name of Authorized Representative and Affiant)  
Anthony Recine (signature of Authorized Representative and Affiant)



MEMBER PARTICIPATION AGREEMENT

VERIZON BUSINESS NETWORK SERVICES LLC, on behalf of the Verizon affiliates identified herein ("Verizon") 22001 Loudoun County Pkwy. Ashburn, VA 20147

Customer Name:
Customer Address:
Member Number: MTG-21401-04

By: [Signature]
Name: Anthony Recine
Title: SVP
Date: 10/31/2023

By: [Signature]
Name: Yasin Mohammed
Title: Director, Office of State Procurement
Date: 11/29/2023

This Member Participation Agreement ("Agreement" or "PA") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services LLC, on behalf of MCI Communications Services, LLC d/b/a Verizon Business Services and its affiliates and successors ("Verizon"). Verizon or its providing affiliate will provide to Customer the Services set forth herein. This Agreement is binding upon execution by both parties. The applicable rates, discounts, charges and credits, if any, shall be effective either:

(a) when the Service is installed if Customer does not receive such Service prior to the execution of this Agreement; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon ("Effective Date").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT-TISA FBOS 2022 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PA with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in the Master Agreement and Attachment A below;

NOW THEREFORE, Verizon and Customer agree as follows:

- 1. Services. The Participation Agreement will identify the services (and related pricing).
2. Reserved.
3. Tariff and Guide. Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's service terms and attachments that are attached to this Agreement, and the following "General Terms" (Service Provider List, Administrative Charges, Administrative Charges Definitions, Administrative Expense Fee, Carrier Annual Regulatory Charge, Carrier Cost Recovery Charge, Telephone Convenience Payment Charge, Federal Universal Service Fund, No Fault

[Found Charge](#), [Paper Invoice Charge](#), [Property Tax Recovery Charge](#)) Verizon may modify the General Terms from time to time. .

The contractual relationship between Verizon and Customer shall be governed by the following order of precedence: (i) the provisions of this Agreement, (ii) the Tariffs to the extent applicable, and (iii) the Verizon Service Guide.

4. **Rates and Charges.** For the Services identified in the Participation Agreement, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

5. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and 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 ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

6. **Reserved.**

7. **Reserved.**

8. **Reserved.**

9. **Reserved.**

10. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days.

11. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws, freedom of information laws, or other "sunshine" laws to which Customer is subject.



12. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

13. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, , EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

CUSTOMER'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE CAPS CONTAINED AT THE MARYLAND TORT CLAIMS ACT AND WILL BE SUBJECT TO AN AVAILABLE APPROPRIATION.

15. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet Verizon's creditworthiness standards. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

16. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (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.

17. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the state where the Services are provided by Verizon to Customer's locations. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is

governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission.

18. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

To Verizon:  
Verizon Enterprise Services  
22001 Loudoun County Parkway, F2-2-  
278 Ashburn, VA 20147  
Tel: 703-886-3723

and to:  
Verizon Enterprise  
Services 22001  
Loudoun County  
Parkway, F2-2-115  
Ashburn, VA 20147  
Attn: Margaret Hallbach

With fax copies to:  
Verizon Business  
Services 22001 Loudoun  
County Parkway Ashburn,  
VA 20147  
Attn: Vice President,  
Legal Fax: 703-886-5807

19. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy up to the limits found at the MD Tort Claims Act and subject to an available appropriation. Each party will promptly notify the other of any such claim.

20. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party.. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

21. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/ subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 21.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;
- 21.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 21.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 21.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

22. **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-

appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

23. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

24. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

25. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

26. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

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

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

29.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations.

29.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon representative (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

29.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.

**29.4 Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

**29.5 Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information: (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable).

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

**30. Entire Agreement.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

**ATTACHMENT A  
to Member Participation Agreement**

**Customer name: The State of Maryland**

**Service.** The Services that Customer may order under this Member Participation Agreement (“Agreement”) are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

**Services Ordered.** The parties acknowledge for informational purposes that the Customer’s initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon will provide the following Services in accordance with the applicable MiCTA Service Attachments and Schedules listed below. For avoidance of doubt, 1) the Service Attachments and Schedules listed below (and not those contained in any other document or at any website) will govern Customer’s use fo the Services; and 2) references to “Optimized Services” will not apply to Services offered under this Participation Agreement. “Optimized Service” means any Service, Software and CPE (including any CPE Services) optimized for Verizon’s automation platform. Additionally, Verizon has waived any and all annual volume commitments for the services listed in this attachment.

- Schedule 8.3.1 1 + Domestic Long-Distance Services (Outbound)
- Schedule 8.3.2 1 + Domestic Long-Distance Services (Inbound)
- Schedule 8.4 International Long-Distance Services
- Schedule 8.5.1 Access Services
- Schedule 8.6 Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination
- Schedule 9.2 Voice over IP Products
- Schedule 9.3 Virtual Contact Center Services
- Schedule 10.2.2 Private IP (PIP, Domestic and International)
- Schedule 12.9.1 Professional Services

**8.3.1 Domestic Long-Distance services (Outbound)**

Interstate

Three (3) Year Term.								
All rates are per minute, based upon call origination and call termination type								
Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc	Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw
				On-On	On-Off		Off-On	Off-Off
0.0142	0.0142	0.0190	0.0142	0.0142	0.0163	0.0190	0.0190	0.0265

Intrastate - MD

Three (3) Year Term.								
All rates are per minute, based upon call origination and call termination type								
Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc	Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw
				On-On	On-Off		Off-On	Off-Off
0.0600	0.0600	0.0600	0.0600	0.0115	0.0600	0.0600	0.0600	0.1153

### 8.3.2 Domestic Long-Distance Services (Inbound)

Interstate

Three (3) Year Term.					
All rates are per minute, based upon call origination and call termination type					
Loc / Loc	Loc / Ded	Loc / Sw	Sw / Loc	800 DAL (Sw / Ded)	800 CBL (Sw / Sw)
				Off / On	Off / Off
0.0176	0.0176	0.0190	0.0176	0.0176	0.0309

Intrastate - MD

Three (3) Year Term.					
All rates are per minute, based upon call origination and call termination type					
Loc / Loc	Loc / Ded	Loc / Sw	Sw / Loc	800 DAL (Sw / Ded)	800 CBL (Sw / Sw)
				Off / On	Off / Off
0.0312	0.0312	0.0536	0.0312	0.0312	0.0566

#### Service Terms:

The rates are postalized (not distance sensitive).

The rates are fixed throughout the term of the contact.

The rates are for Peak (7AM to 7PM/Off-Peak (7:01PM TO 6:59AM).

Annual Volume Commitment is waived

#### CAC Waiver

##### Eligible Products: Long Distance Voice Services – Carrier Access Charge

CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

**Description:** Participation Contracts one (1) year or greater , CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

#### Customer Eligibility:

\_ New Customers

\_ Renewal Customers

#### CBL Waiver

**Eligible Products: Toll Free 800 Services – CBL Charge**  
**Toll Free Business Lines/Commercial Business Line (CBL)**  
**(8003 – switched termination)**

CBL stands for Commercial Business Line. Toll Free service cannot be directly provisioned onto a Local T1. The customer must install a switched termination (CBL) per ANI to terminate Toll Free service onto the Local T1. The Toll Free services cannot terminate directly to a Local DID number without the CBL access for the Local DID.

**Description:** Participation Contracts one (1) year or greater , CBL charges will be waived for new and renewing Toll Free 800 customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Toll Free 800 Service.

Waiver does not apply to existing Toll Free 800 customers.

**Customer Eligibility:**

- \_ New Customers
- \_ Renewal Customers

**IntraLATA PIC Fee Credit Promotion**

Description: Available to customers purchasing new Local Toll service from Verizon. Customers are reimbursed a total of \$1.25 for the local exchange carrier's Carrier Change Charge for each line (up to 500) that the customer converts under this promotion from the intraLATA switched services of another interexchange carrier to Verizon as their primary carrier.

Eligibility: New, renewing and existing customers signing three (3) year term agreement.

Existing non-renewal customers will receive this promotion only on new circuits added during the promotional period (existing circuits will NOT receive the benefits of the promotion; existing circuits may not be disconnected and reinstalled to gain promotional pricing).

Existing renewal customers will receive this promotion on NEW CIRCUITS ONLY.

**Outbound Domestic Calling Feature Charges:**

**Verified Accounting/ID Codes:** Non-expedite Verizon charges for Accounting Codes will be waived for customers with annual usage of \$60,000 or greater and with 10,000 or less account codes.\*

\*Verizon reserves the right to charge for accounting codes if the above conditions are not met during the contract term.

**All Other Outbound Domestic Calling Feature Charges:** Available at current standard rates

**Domestic Calling Feature Charges:**

For the term of the contract,

Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED:

- \_ Option 2 - Toll-Free and Outbound Basic Feature Package MRC
- \_ Option 2 – Toll-Free and Outbound Combined Feature Package MRC
- \_ Option 3 - Basic and Combined Feature Package MRC
- \_ Option 3 - \$3000.00 Minimum Monthly Usage
- \_ Option 2/3 – A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC

Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$30 per Service Number

Install charges associated with the following Domestic Calling Features will be WAIVED.

- \_ Toll Free and Outbound Basic Feature Package Install
- \_ Toll Free and Outbound Combined Features Package Install
- \_ Basic and Combined Feature Package Install
- \_ Switched Access Location (CBL) Install
- \_ Dedicated Access Location Install

## 8.4 International Long-Distance Services

For International Outbound Voice Pricing = standard MiCTA rates less 18% discount

### Directory Assistance and Assisted Dialing Services

#### Directory Assistance:

Domestic Directory Assistance = \$0.41

International Directory Assistance = Use standard Guide rates

#### Calling Card:

For the term of the contract,

Domestic Calling Card Surcharge = \$0.154/per call

International Calling Card Surcharge = \$0.77/per call

For each of the above Services:

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

## 8.6 Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination

### VoIP Inbound - Toll Free (IP Toll Free)

VoIP Inbound - Toll Free (formerly IP Toll Free)

Term	List Rate	1 Year	2 Year	3 Year
Domestic Transport	<b>\$0.0312</b>	\$0.0173	\$0.0163	\$0.0153

### VoIP Inbound - Local Origination (VILO)

**Local Origination Access Charges.** Customer will be charged a network access rate on a per-minute basis in accordance with the table below assessed in 6 second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per call minimum applies.

**Rates are valid for 1 year, 2 year or 3 year Terms**

	List Rate Without IP IVR	List Rate With IP IVR	MiCTA MRC With IP IVR	MiCTA MRC Without IP IVR
Switched Termination	<b>\$0.0278</b>	<b>\$0.0394</b>	\$0.0153	\$0.0217
Dedicated/Local Termination	<b>\$0.0178</b>	<b>\$0.0252</b>	\$0.0090	\$0.0128



IP Termination	\$0.0119	\$0.0208	\$0.0063	\$0.0105
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## Service Terms:

The rates are postalized (not distance sensitive).

The rates are fixed throughout the term of the contract.

The rates are for Peak/Off-Peak.

Annual Volume Commitment is waived

## Domestic Calling Feature Charges:

For the term of the contract,

Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED:

- \_ Option 2 - Toll-Free and Outbound Basic Feature Package MRC
- \_ Option 2 – Toll-Free and Outbound Combined Feature Package MRC
- \_ Option 3 - Basic and Combined Feature Package MRC
- \_ Option 3 - \$3000.00 Minimum Monthly Usage
- \_ Option 2/3 – A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC

Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$30 per Service Number

Install charges associated with the following Domestic Calling Features will be WAIVED.

- \_ Toll Free and Outbound Basic Feature Package Install
- \_ Toll Free and Outbound Combined Features Package Install
- \_ Basic and Combined Feature Package Install
- \_ Switched Access Location (CBL) Install
- \_ Dedicated Access Location Install

## CBL Waiver

**Eligible Products: Toll Free 800 Services – CBL Charge**

**Toll Free Business Lines/Commercial Business Line (CBL)**

**(8003 – switched termination)**

CBL stands for Commercial Business Line. Toll Free service cannot be directly provisioned onto a Local T1. The customer must install a switched termination (CBL) per ANI to terminate Toll Free service onto the Local T1. The Toll Free services cannot terminate directly to a Local DID number without the CBL access for the Local DID.

**Description:** Participation Contracts one (1) year or greater , CBL charges will be waived for new and renewing Toll Free 800 customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Toll Free 800 Service.

Waiver does not apply to existing Toll Free 800 customers.

**Customer Eligibility:**

\_ New Customers

\_ Renewal Customers

Verizon will provide the following services:

Term Commitment. Customer shall purchase the above Services for a minimum period of thirty-six (36) consecutive months following the execution of this Agreement and installation of the Service.

Service Locations. The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

**1. Service Attachment.** Service Attachment(s) for the above Services, if applicable, that are attached hereto and shall be a part of this Attachment A.

## SERVICE TERMS

The "+" following the Service name indicates it is an Optimized Service; it is not a part of the Service name. The absence of a "+" following the service name indicates it is a non-Optimized Service.

### New Services

1. **Access +;** The service terms for Access + in MiCTA Master Service Agreement apply.
2. **Private IP +;** The service terms for Private IP + in MiCTA Master Service Agreement apply.
3. **Verizon Voice Over IP +;** The service terms for Verizon Voice Over IP + in MiCTA Master Service Agreement apply.
4. **Virtual Contact Center +;** The service terms for Virtual Contact Center + in MiCTA Master Service Agreement apply.

## PRICING

(Quote ID : 213211659 version: 1)

### PRICEBOOK PRICING

**On-line pricing is fixed for the commitment period, unless otherwise stated.**

### PRICEBOOK TERMS:

1. **OPTIMIZED SERVICES.** For new orders after the execution of this U.S. Services Agreement, the rates, charges and discounts set forth below will be effective immediately upon install, unless otherwise stated below.
2. **NON-OPTIMIZED SERVICES.** The following terms apply only to non-Optimized Services:
  - 2.1 **Rates and Charges.** Refer to the pricing section of the Service Terms (the Schedules and related terms in this document (see below) for details about which Rates and Charges are fixed for the

commitment period and those which are subject to change. All other charges not stated below will continue to apply.

- 2.2 **Effective Date.** Except where stated otherwise for a particular service, the rates, charges and discounts set forth below will be effective on the 1st day of the 2nd billing cycle following Customer's signature and delivery of this contract to Verizon for non-Optimized services.

**NEW SERVICE(S)**

1. **ACCESS + (OPTIMIZED)**

1.1 **Service Charges**

Charges
Order-based pricing is provided at time of order.

2. **PRIVATE IP + (OPTIMIZED)**

2.1 **Standard Service Charges**

Standard Charges	
Standard Charges as of 21-Sep-2023 are at the following URL: <a href="https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_PIP_SVC&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289">https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_PIP_SVC&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289</a>	
Service Type	Discount Off Standard Service Charge
PIP Global	50%
PIP USA CE	60%
PIP USA	60%
PIP Global CE	50%

3. **VERIZON VOICE OVER IP + (OPTIMIZED)**

3.1 **Standard Service Charges**

Standard Charges	
Standard Charges as of 21-Sep-2023 are at the following URL: <a href="https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_VOIP&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289">https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_VOIP&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289</a>	
Usage based pricing is subject to change.	
Service Type	Discount Off Standard Service Charge
VOIP International	18%
VOIP North America	34%
VOIP Usage	18%

#### 4. VIRTUAL CONTACT CENTER + (OPTIMIZED)

##### 4.1 Standard Service Charges

<b>Standard Charges</b>	
Standard Charges as of 21-Sep-2023 are at the following URL: <a href="https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_VCC&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289">https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_VCC&amp;curr=USD&amp;date=09212023&amp;scenarioid=591762289</a>	
<b>Service Type</b>	<b>Discount Off Standard Service Charge</b>
VCC Americas - Additional Users	3%
Virtual Contact Center Americas	3%
VCC Asia - Additional Users	3%
VCC Europe - Additional Users	3%
Virtual Contact Center Asia	3%
Virtual Contact Center Europe	3%

## Schedule 9.2

### VOICE OVER IP SERVICE

1. GENERAL
  - 1.1. Service Definition
  - 1.2. Standard Service Features
  - 1.3. Optional Service Features
  - 1.4. Additional Verizon Responsibilities - Demarcation
  - 1.5. Customer Responsibilities
2. AVAILABLE VERSIONS
  - 2.1. Optimized VoIP Service – Contracted by Customer on or after November 15, 2013
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3. SUPPLEMENTAL TERMS
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  - 3.9 Access to CPNI in U.S.
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  - 3.11 Regional-Specific Terms (Europe)
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  - 4.1. SLA
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5. FINANCIAL TERMS
  - 5.1. Optimized Services
  - 5.2. Non-Optimized Services
6. DEFINITIONS

#### 1.1 1. GENERAL

- 1.1 **Service Definition.** Voice over IP (VoIP) Service enables Customer to make telephone calls via the Internet. Verizon offers two types with Optimized and Non-Optimized Service: IP Integrated Access (for sites with key or PBX systems) and IP Trunking (for premise based IP PBX equipment or cloud hosted calling platforms); and a third type with Non-Optimized VoIP Service: Hosted IP Centrex, where all the features of a PBX or key system reside on Verizon's VoIP network.
- **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized VoIP + Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized VoIP Service.

#### 1.1.1 1.2 Standard Service Features

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

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

### *1.2.3 Local/National Calling Services*

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

**1.2.3.2 Number Portability.** Verizon enables Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time VoIP Service is made available for use, or delay LNP for up to 10 days afterwards.

### *1.2.4 Caller ID Information – Outbound*

**1.2.4.1 Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) Caller ID Information are supported.** Verizon enables Customer to prevent, or control, the presentation of its outbound Caller ID information to call recipients through the Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) features.

- CLIP presents a default Calling Line Identity (CLI).
- CLIR blocks the presentation of Customer's CLI.

**1.2.4.2 Alternative Caller ID (VoIP IP Trunking only).** Through the Alternative Caller ID feature, Verizon enables Customer to present an alternative CLI to call recipients, e.g., to display a local presence. Details on what types of numbers are supported are available on request.

**1.2.4.3 Elective Calling Number (ECN).** If configuring Alternative Caller ID correctly is difficult on Customer's equipment, ECN may be a better choice because it is configured in Verizon's network. Changes will require a change order. Customer must identify a Primary place of Use per location at time of ordering.

**1.2.5 Directory Assistance.** Verizon provides directory assistance, so that Customer can call the directory assistance operator to request telephone numbers (up to two per call in the U.S.).

**1.2.6 Operator Services.** Verizon provides operator assistance, so that Customer can call to request help to complete a long distance or local exchange telephone call.

**1.2.7 Codecs Support.** Verizon supports calls originating from Customer equipment on any of the following codecs (compression standards): G.711, G.729, T.38, and G.722/H.264. Verizon's VoIP Service transmits faxes sent using the G.711 and T.38 codecs.

**1.2.8 Key Group (IP Integrated Access only).** Verizon supports all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Return, Call Trace, Call Transfer, Call Waiting, Cancel Call Waiting, Consultation Hold, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).

## 1.2.9 Support Services

**1.2.9.1 Online Integrated Administrator Console.** Verizon provides an online VoIP portal known as the Integrated Administrator Console (IAC) which Customer's designated administrator can use to set up and manage VoIP Service-related call routing and restrictions for Customer-defined groups across Customer' enterprise.

**1.2.9.2 Technical Support – Local Helpdesk.** Verizon provides a Helpdesk, which Customer's administrator can call for help with VoIP service issues.

## 1.3 Optional Service Features

**1.3.1 VoIP IP Enterprise Routing (VIPER).** Verizon will complete calls dialed over public numbers between Verizon VoIP Service Customer locations enabled with the VIPER feature without applying per-minute domestic or international usage charges. VIPER is available in the Americas (U.S., Canada, Latin America), Europe, and Asia-Pacific (except India).

**1.3.2 Additional Optional Features.** Call Forwarding; Calling Name Inbound (U.S. only; does not show names of wireless callers); Voice Mail (U.S. only); Auto-attendant; Accounting/Authorization codes; Call Intercept.

**1.4 Additional Verizon Responsibilities – Demarcation.** Verizon provides VoIP Service up to the demarcation point, which is the following:

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

## 1.5 Customer Responsibilities

**1.5.1 Transport.** As transport for use with VoIP Service, Customer will, at its discretion, (a) separately purchase Verizon Internet Dedicated, Internet Dedicated Ethernet, Private IP Service, or Ethernet to Private IP Service (the latter two are the only forms of transport in Asia Pacific); or (b) in the case of use in the U.S. or in the Europe, Middle East, and Africa (EMEA) region, provide internet dedicated or internet dedicated Ethernet, service. Customer will contract directly with Verizon Wireless if Customer utilizes Verizon Wireless as access in the U.S. into Verizon's PIP network (available only with Optimized Service).

**1.5.2 Customer Facilities.** Customer will ensure that all Customer Facilities are compatible with VoIP. Customer may meet this responsibility by contracting separately with Verizon to perform associated tasks.

**1.5.3 Customer Not Ready.** The Customer must provide the order information sought by Verizon (e.g., porting telephone numbers, demarcation information) and, if applicable, provide to Verizon the date the Customer's site will be ready for the service within 10 business days of the date Verizon first contacts the Customer for such information. If the Customer does not provide such information by the 10<sup>th</sup> business day, then Verizon may cancel your order.

### 1.5.4 Emergency Calling Services

1.5.4.1 **Busy Signal.** If the maximum number of concurrent calls on an IP trunk is exceeded or a service outage occurs, an end-user may receive a busy signal when the end-user attempts to contact emergency services. Customer will inform its end-users of such possibility as described further in Section 3.8.1 and is responsible for developing and implementing alternative methods for its endusers to obtain access to emergency services.

1.5.4.2 **Customer Relocates IP Phone.** If Customer relocates any of its IP phones to another Customer site or within the existing site (e.g., to another floor), Verizon will have no knowledge of such relocation and will continue to route emergency services calls based on the address associated with the registered ANI or STN the Customer initially provided to Verizon, providing the associated location to public safety. Customer is responsible to inform Verizon of relocation of IP phones through available methods (i.e., service order update or available portal), so that the outbound geographic call routing rules and location data used by public safety can be updated for the relocated phones. Dynamic E911, as provided herein, addresses IP phone relocation so Customers with Dynamic E911 are not subject to this section.

1.5.4.3 **Extension Formats.** Customer must ensure that extension numbers are not formatted using any European emergency number format, regardless of the country in which the end-user is located. (A List of European Emergency Numbers is available to Customer upon its request.) Use of any of those formats may prevent emergency calling from operating properly.

## 2. AVAILABLE VERSIONS

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

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

#### 2.1.2 Optional Service Features

2.1.2.1 **Verizon VoIP for Microsoft Teams Operator Connect (U.S., Canada and Mexico).** Verizon VoIP for Microsoft Teams Operator Connect (Verizon VoIP for Operator Connect) is a variation of voice over IP service that is integrated with Microsoft Teams Operator Connect. This service allows Verizon to provide telephone numbers and PSTN calling capabilities to Microsoft Teams users. Microsoft Teams is connected to Verizon via the geo redundant, high availability Microsoft Azure Peering Service (MAPS). Enterprise Trunk Premium and Dynamic E911 is included with Verizon VoIP for Operator Connect at no additional cost.

In addition to the codecs listed above, Verizon VoIP for Operator Connect supports the SILK codec.

The following Standard Service Features or Optional Service Features are not available with Verizon VoIP for Operator Connect: ● Alternative Caller ID

- Elective Calling Number (ECN)
- VoIP Essential Feature Package (U.S.)
- LD-only Service

Customer is responsible to i) obtain all Microsoft licenses and other Microsoft services (e.g., Phone System) necessary for Verizon VoIP for Operator Connect, and ii) configure the Microsoft Teams environment as necessary. Verizon must be selected as the operator in the Teams Administration Center.



**2.1.2.2 Dynamic E911 (U.S. and Canada).** Dynamic E911 enables the routing of emergency calls to the appropriate Public Safety Answering Point (PSAP) based on the user location information dynamically acquired at call set-up in Customer's environment. In addition to emergency call routing, Verizon will provide the dispatchable user location as received from the Customer to the PSAP. Customer is responsible to ensure the proper dynamic emergency calling configuration in Customer's environment. Depending on the quality of the user location information provided to Verizon from the Customer environment, emergency calls will either be directly routed to a PSAP or will be screened by a certified emergency call response center before transferring to a PSAP. Dynamic E911 is currently only supported for Verizon VoIP for Operator Connect.

**2.1.2.3 BEST+.** With BEST+, Verizon enables Customer to burst through and exceed its simultaneous calling capacity should it make or receive a spike in traffic.

**2.1.2.4 Enterprise Trunk Premium.** With Enterprise Trunk Premium, Verizon provides a billable business continuity option if Customer desires session border controller (SBC) geographic redundancy.

**2.1.2.5 Enterprise Route Overflow.** In the event of an IP address being unreachable, thereby causing inbound calls to fail, Enterprise Route Overflow enables all inbound VoIP calls to be automatically redirected to an alternate number (which can be a VoIP or PSTN number), whether or not Verizon-owned and whether or not within the same country. Once connectivity with the original IP address is re-established, the primary route will be resumed (except for those calls that have already been redirected).

**2.1.2.6 Premium Support Services.** Verizon offers the following post-implementation, supplemental Premium Support Services for VoIP Services:

- **VoIP Feature Management.** VoIP Feature Management consists of those feature configuration and profile changes that could be performed by Customer either via the VEC or IAC if Customer chose to do so.
- **CPE and local area network (LAN) Support.** Premium CPE and LAN support services consists of activities that enable or improve the capabilities provided by Customer's CPE. Examples of CPE and LAN support activities include performing IOS upgrades for phones and IP phone configuration.
- **Alternative Re-routing (U.S. only).** Verizon will work with Customer to provision pre-defined re-routing plans for each of its VoIP telephone numbers (TNs) to facilitate Service continuity in the event of an emergency or disaster, using remote call forwarding for each such TN.

**2.1.2.7 Verizon Wireless Connected VoIP.** If Customer orders the Verizon Wireless Connected VoIP feature, Verizon will complete calls originating from a Verizon VoIP Service Customer location enabled with the VIPER feature in the U.S. to any Verizon Wireless telephone number without applying per-minute U.S.-domestic or international usage charges on the VoIP originating end. Applicable Verizon Wireless usage charges may still be charged on the terminating end.

### *2.1.3 Optional Feature Package*

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

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

### 2.3 Non-Optimized VoIP Services

**2.3.1 Non-Optimized VoIP Service (U.S.).** For Non-Optimized VoIP Service contracted by Customer in the U.S. prior to November 15, 2013, the service description, features, and terms and conditions are set forth here (Version 2008):  
[www.verizon.com/business/service\\_guide/reg/cp\\_voip\\_voice\\_over\\_ip.htm](http://www.verizon.com/business/service_guide/reg/cp_voip_voice_over_ip.htm).

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

### 3. SUPPLEMENTAL TERMS

**3.1 No Resale.** This VoIP Service offering is not designed for resale as a stand-alone service. If Customer is buying VoIP Service on a tiered or metered pricing plan, Customer may provide and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.

**3.2 Auto Dialing.** Customer's call capacity is limited to 10 call attempts per second on the Verizon network. If additional capacity is requested by Customer, provided such additional capacity is available, Verizon will provide such additional capacity to the Customer.

**3.3 SIP (Session Initiation Protocol) Message Rate Limiting.** To protect Verizon network infrastructure from potential overload conditions (and the resulting impairment of VoIP Service to customers) due to excessive traffic from specific network elements (e.g., traffic floods from misconfigured Customer Equipment), SIP messages from Customer's devices are rate limited in Verizon's network. Received SIP messages that surpass certain thresholds during a thirty-second interval may receive lower-priority treatment or be discarded before processing. The thresholds applicable for any particular device may vary over time, but are designed to be sufficient to allow for Customer's full utilization of its VoIP Service.

### 3.4 Service Limitations

**3.4.1 Modems.** Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; modems may not be used on VoIP Service except with Codec G.711 without silence suppression.

**3.4.2 Fax Transmission.** Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, the VoIP Service SLA does not include fax transmission success.

**3.4.3 Alarm Lines.** Alarm lines (whether or not they use modems) are not supported on, and should not be used with VoIP Service, with respect to both service and wiring, without limitation.

**3.5 Design/Configuration Modification.** Within Customer's Verizon-approved Service design, Customer may, if it chooses, upgrade its CPE configuration to the next-generation configuration of the same combination of manufacturer and design. To avoid disruption to Customer's or other customers' VoIP

service, however, Customer will develop a written plan to be approved by Verizon before implementing an entirely new CPE architecture.

3.6 **Call Origination.** Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call.

3.7 **Emergency Calling Access Limitations.** Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP Service:

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

3.8 **E911 Regulatory Requirements – U.S.** A provider of interconnected VoIP service, as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.

3.8.1 **End-User Notice Requirements.** Customer will notify all of its end-users of VoIP Service of the interaction and/or limitations of Dynamic E911 and E911 with VoIP Service as set forth in the Service Terms for VoIP Service (those contained at the link in Section 2.3.1). Customer is solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.

3.8.2 **E911 and VoIP IP Trunking Service.** Customer's IP Trunking may permit end-users to use VoIP

Service at locations other than Customer's or the end-users' primary service location. If using Dynamic E911, the user location information is dynamically acquired at call set-up in Customer's environment when a VoIP phone (i.e., any device used for VoIP calling) uses the service at a nonprimary service location. However, without Dynamic E911 in use, Customer will be responsible to:

- detect when an end-user has moved a VoIP phone to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service with Verizon or (b) use a third-party service to enable the conveyance of E911 calls to the location appropriate PSAP from the end-user's current location;

- only permit such nomadic service when E911 calls made via the nomadic service include the information needed to route a 911 call to the PSAP serving that location in the manner required by the FCC's E911 requirements for interconnected VoIP service; and
- otherwise block all VoIP calls attempted to be made via the nomadic service.

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

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

3.10 **Alternative Caller ID, Call Forwarding, Call Origination, and Onward Routing Limitations.** Certain country regulations prohibit presenting a number to the called party different from the original party. This may result in call blocking and/or a fine being applied. Should this be the case, Verizon will pass on the fine.

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

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

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

3.11.3 **Auto Dialing Limitations.** Certain countries require special numbers to be used as originating numbers when initiating calls via an automated dialing mechanism. Customer must request such numbers in the countries where this is in force and, when used, Customers must ensure they have the right to use such numbers. This applies to both the registered and the presented telephone numbers sent by Customer, whether the number is provided by Verizon or ported to Verizon. Failing to use such special numbers may result in call blocking and/or a fine that Verizon will pass on. Customer must own the special numbers at all times whether this number is used by them directly or by one of their contractors and may be required, if requested by the Verizon, to provide an attestation of such ownership. If the number is used by a contractor, Customer will need to provide proof that the contractor has a mandate allowing use of such numbers.

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

#### *3.12.1 Australia, Hong Kong, and Singapore*

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

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

3.12.2 **India.** This clause applies if VoIP will be accessed from India.

3.12.2.1 **OSP Only Service.** VoIP may only be used by Customers and Customers' Affiliates in India who are OSPs as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

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

3.12.2.3 **Additional Documentation.** Prior to the Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving IP Trunking in India, the VoIP Inspection Pro Forma document found here:  
[https://www.verizon.com/business/service\\_guide/reg/pro-formas.htm](https://www.verizon.com/business/service_guide/reg/pro-formas.htm).

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

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

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

3.13.1 **Emergency Calling.** Unless Customer has Dynamic E911 as outlined above, Verizon Canada VoIP Service includes basic 911 capabilities which have certain limitations relative to the enhanced 911 capabilities that are available on most traditional telephone services. For more information on Verizon Canada basic 911 go to [www.verizon.com/business/en-ca/support/](http://www.verizon.com/business/en-ca/support/).

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

4.1 **SLA.** The SLA for VoIP Service applicable to Customer sites in the respective regions is set forth at the following URL for U.S./Canada/Mexico and Asia-Pac Services:  
[www.verizon.com/business/service\\_guide/reg/cp\\_voip\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_voip_sla.pdf).

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

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

## 5. FINANCIAL TERMS

5.1 **Optimized Service.** Customer will pay the charges for Optimized VoIP Service + specified in the Agreement, including those below, and at the following URL: [www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm). Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

### 5.1.1 Administrative Charges

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

<b>Dispatch Charge</b> For dispatch of Verizon technician to make Customer-requested changes – charged per occasion: During Normal Working Hours Outside Normal Working Hours	  \$500.00 per event \$750.00 per event
<b>Service Change Fee – Americas (U.S./Canada/Latin America) Locations</b> <u>During Normal Working Hours</u> Simple Complex <u>Outside Normal Working Hours</u> Simple Complex	  \$100.00 per event per location \$300.00 per event per location  \$150.00 per event per location \$450.00 per event per location
<b>Service Change Fee – Europe, Asia-Pacific Locations</b> <u>During Normal Working Hours</u> Simple Complex <u>Outside Normal Working Hours</u> Simple Complex	  \$250.00 per event per location \$300.00 per event per location  \$375.00 per event per location \$450.00 per event per location
<b>Porting Charge per Order</b> Finland Norway Portugal Singapore Slovakia	 \$250 per order per location \$100 per order per location \$500 per order per location \$1,250 per order per location \$100 per order per location

5.1.2 **Pricing Options.** VoIP Service is available with Tiered and Metered pricing options. Rates and charges will apply for International calls, national (in-country) calls, certain Local Service features, Directory Assistance, and related items. In the case where VoIP Service is purchased with Virtual Communication Express (Virtual Communications Express over VoIP), the pricing is as set forth in Section 5.1.2.3.

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

- unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer's enterprise),
- an allotment of inter-enterprise VoIP minutes (termination is outside Customer's enterprise), based on Customer's tier selection, which further includes –
  - for U.S./Canada/Latin America VoIP locations, an allotment of domestic long distance (LD) minutes and unlimited Local calling if Local Service is offered in the affected region and purchased by Customer;
  - for Europe and Asia-Pac VoIP locations, an allotment of national minutes to enable calls to non-mobile terminations. National calls to mobile terminations are subject to per-minute usage rates.

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

If simultaneous calling units are provisioned at the location level (level available with Non-Optimized VoIP Service and Optimized VoIP Service), a minimum of one unit must be purchased

for each location and allotted minutes cannot be shared between locations, nor can they be rolled over from month to month.

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

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

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

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

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

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

**5.1.2.3 Virtual Communication Express over VoIP Pricing - Simultaneous Calling Capacity Charge.**

Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects when Customer implements Virtual Communication Express over VoIP at sites in the U.S. Each such simultaneous calling unit includes:

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

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

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

<b>Simultaneous Calling Capacity</b>
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BEST+ Tier	Per Enterprise*	Maximum Additional Simultaneous Calling Capacity
1	200 – 399	+ 50
2	400 – 799	+100
3	800 – 1,199	+ 200
4	1,200 – 1,599	+ 300
5	1,600+	+ 400
<p>*Customer may purchase at its Per Enterprise level or below. For example, if Customer purchases a Simultaneous Calling Capacity of 1,000 calls, it is in BEST+ Tier No. 3. It can purchase the Maximum Additional Simultaneous Calling Capacity for Tier Nos. 3, 2, or 1. It cannot purchase at Tier Nos. 4 or 5 (unless it subsequently purchases additional Simultaneous Calling Capacity to advance into either of those Tiers).</p>		

### 5.1.3 Alternative Re-routing

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

#### 5.1.3.2 Charges

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

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

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

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

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

6. **DEFINITIONS.** The following definitions apply to VOIP.

Term	Definition
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<b>Customer Facilities</b>	Customer equipment, software, wiring, power sources, telephone connections and/or communications services necessary for Customer to use VoIP Service.
<b>Interconnected VoIP Service</b>	Means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN.
<b>Simultaneous Calling Capacity</b>	The maximum number of concurrent calls available at a site or enterprise, as applicable. Simultaneous calling capacity for Non-optimized VoIP Service is purchased at the location level, i.e., per Customer site. Simultaneous calling capacity for Optimized Service may be purchased at the location level or the enterprise level. For Non-Optimized Service, only off-net calls (i.e., calls that do not remain IP end-to-end, e.g., a call that terminates to the PSTN) count against Customer's simultaneous calling capacity. For Optimized Service, off-net and on-net calls count against Customer's simultaneous calling capacity.
<b>Virtual Communications Express Over VoIP</b>	Means Verizon's cloud based PBX Virtual Communication Express that uses Verizon IP Trunking for transport.



## Schedule 9.3

### 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 (PIP-I)
3. SUPPLEMENTAL TERMS
  - 3.1 India Ports
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  - 3.5 Taxes, Surcharges and Exemptions
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS
  - 5.1 Optimized Service
  - 5.2 Non-Optimized Service
6. DEFINITIONS

#### 1. GENERAL

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

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

#### 2. AVAILABLE VERSIONS PRIVATE IP SERVICE

##### 2.1 Private IP Service

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

##### 2.1.2 Standard Service Features

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

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1–50	1,250	150
51–250	1,250	750
251–500	2,500	1,500



501–1,000	5,000	3,000
1,001+	10,000	6,000

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

### 2.1.3 Optional Service Features

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

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

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

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

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

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

For U.S. Services:

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

For non-U.S. Services:

[www.verizon.com/business/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_2017DEC01.pdf](http://www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting_2017DEC01.pdf)

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

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

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

**2.1.3.10 LTE Business Internet.** In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming).



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

**2.1.3.11 5G Business Internet.** In the U.S., 5G Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.

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

If Customer uses the Service outside of the qualified service address without the specific written approval of Verizon Wireless or Verizon, Verizon Wireless reserves the right to suspend the Service at any time thereafter upon written notice and will give Customer the opportunity to cure the issue.

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

#### *2.1.4 Customer Responsibilities*

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



## 2.2 Private IP Layer 2

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

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

## 2.3 Private IP Gateway

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

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

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

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

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

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

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

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

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

### *2.4.2 Standard Service Features*

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



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

### *2.4.3 Customer Responsibilities*

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

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

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

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

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

## **1.2 3. SUPPLEMENTAL TERMS**

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

**3.1.1 Additional Documentation.** Prior to the Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the Inspection Pro Forma document in the form found at the following URL: [www.verizon.com/business/service\\_guide/reg/g\\_india\\_schedule1.pdf](http://www.verizon.com/business/service_guide/reg/g_india_schedule1.pdf) (Pro Forma). To the extent that the information required by the Pro Forma cannot be completed (or is otherwise not completed) until after the Activation Date Customer authorizes Verizon to complete the Pro Forma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

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

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

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

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



any fines, penalties, losses, damages, costs or expenses incurred by Verizon due to Customer's violation of this prohibition.

3.4 **Voice over IP (VoIP) Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network.

3.5 **Reserved**

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

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

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

5. **FINANCIAL TERMS**

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

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

5.1.1 **Administrative Charges**

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

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

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

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement.

6. **DEFINITIONS.** The following definitions apply to Private IP Service.



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



## Schedule 8.5.1

### ACCESS

1. GENERAL
  - 1.1 Service Definition
  - 1.2 Standard Features
  - 1.3 Optional Features
  - 1.4 Customer Responsibilities
2. AVAILABLE VERSIONS
  - 2.1 Optimized Services – Access+
  - 2.2 Non-Optimized Services (U.S. Only)
3. SUPPLEMENTAL TERMS
  - 3.1 Third Party Vendors/Carriers
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6. UNITED STATES – INTRASTATE OR INTERSTATE SERVICE
7. DEFINITIONS

#### 1. GENERAL

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

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

#### 1.2 Standard Features

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

#### 1.3 **Optional Features**

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

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

1.3.3 **Unlicensed Band Radio.** With Unlicensed Band Radio (UBR), Verizon provides wireless access to Verizon services. UBR is only available in India for Customer Sites in remote locations where wireline access is



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

## 1.4 Customer Responsibilities

**1.4.1 Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:

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

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

## 2. AVAILABLE VERSIONS

### 2.1 Optimized Services – Access+

#### 2.1.1 Standard Service Features

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

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

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

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet Virtual Connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.
- For Time Division Multiplexing (TDM), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless outside the U.S., Verizon provides a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- For Wireless within the U.S., Verizon Wireless provides a wireless connection (Wireless Service) into Customer's Verizon-provided service or the Internet with LTE Business Internet and 5G Business Internet sold by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless.
- For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor's network between a Customer's Verizon-provided service and their collocated equipment or Cloud Service Provider (CSP) - within select Third Party data centers. Customer must have a suitable existing arrangement with the Third Party vendor network or suitable CSP agreement, and Customer must separately have a contract for the Verizon provided service in order to utilize SDI as an access method for that service.



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

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

### 2.1.2 *Optional Service Features*

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

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

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

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

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

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

### 2.1.3 *Customer Responsibilities*

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

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



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

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

### 2.2.1 General

#### 2.2.1.1 Versions of Non-Optimized Services

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

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

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

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

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

### 2.2.2 Ethernet Access

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

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

#### 2.2.2.3 Optional Service Features



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

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

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

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

#### **2.2.3.3 Optional Service Features**

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

### *2.2.4 Network Services Local Access – DS0 and E0 Access*

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

#### **2.2.4.2 Network Services Local Access – T1 or E1 Digital Access**

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

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

- **Access Integration Option.** Verizon enables Customer to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (PRI).** Verizon will transport traffic from [MCI 800 Service](http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) (at [http://www.verizon.com/business/service\\_guide/reg/ncp\\_mci800.htm](http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm)) and [Vnet](https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_vnet.htm](https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm)), and MCI 800 Service and [MCI Vision](https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_vision.htm](https://www.verizon.com/business/service_guide/reg/ncp_vision.htm)) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access (at [http://www.verizon.com/business/service\\_guide/reg/g\\_general\\_definitions.htm#mci\\_legacy\\_compa\\_ny](http://www.verizon.com/business/service_guide/reg/g_general_definitions.htm#mci_legacy_compa_ny)) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations:



[Vnet /MCI 800 Service and MCI Prism 1](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm) (at [https://www.verizon.com/business/service\\_guide/reg/ncp\\_prism\\_i.htm](https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm))/MCI 800 Service.

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

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

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

### 3. SUPPLEMENTAL TERMS

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

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

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

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

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

**3.2.3.2 Enhancement of Wireless Service.** Customer must obtain Verizon's written approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon may suspend Wireless Service if Customer violates this section. In that event, Verizon will give Customer the opportunity to cure the issue.



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

**3.2.3.4 Mobile Private Network (MPN).** MPN must be purchased via a separate contract for Private IP Services. For MPN purchased with Private IP Services, it extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet. Dynamic Mobile Network Routing (DMNR) allows Customers to remotely access IP addresses of devices that are connected to a MPN through a wireless router.

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

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

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

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

### 3.3 Country-Specific Service Limitations

**3.3.1 Permitted Use.** For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access only in conjunction with a Verizon-provided network service.





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

3.3.3 **Delivery to Australia.** Where Customer orders Access for delivery to a Customer Site in Australia, Customer shall, where relevant, comply with the additional terms and conditions set forth at the following link: [https://verizon.com/business/service\\_guide/reg/additional-terms-australia-customers.pdf](https://verizon.com/business/service_guide/reg/additional-terms-australia-customers.pdf). Customer is hereby notified that Verizon is not permitted to modify these terms or enter into any required contracts on the Customer’s behalf.

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

4. **SERVICE LEVEL AGREEMENT (SLA).** There is no separate SLA for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.). The Satellite Access SLA is located at: [https://www.verizon.com/business/terms/us/products/satellite\\_services/private\\_ip/](https://www.verizon.com/business/terms/us/products/satellite_services/private_ip/).

## 5. FINANCIAL TERMS

5.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL: [https://www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm). Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL: [https://www.verizon.com/business/service\\_guide/reg/cp\\_access\\_plus\\_access\\_pricing\\_toc.htm](https://www.verizon.com/business/service_guide/reg/cp_access_plus_access_pricing_toc.htm).

### 5.1.1 Administrative Charges

Administrative Charge	Charge Instance	Non-Recurring Charge (NRC)
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Circuit	\$800.00
Expedite in the United States	Per Circuit	\$1,400.00
Expedite in Canada and France	Per Circuit	\$6,000.00
Expedite in other countries	Per Circuit	\$3,000.00
After Hours Installation	Per Circuit	\$600.00
Pending Order Change	Per Circuit	\$200.00
Physical Change	Per Circuit	\$200.00
Service Date Change	Per Circuit	\$100.00
Bandwidth Reconfiguration	Per Circuit	\$200.00

5.1.2 **Off Net Special Build.** Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer’s Service Order and which will extend through the installation period. Verizon may also extend facilities to reach the Customer Site, or the Minimum Point of Entry. Customers will pay the cost of that construction which will be added to Customer’s



Service Order and which will extend through the installation period,- should a site survey reveal excess construction costs the order may be canceled and the customer will be given an opportunity to place a new order with full construction costs.

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

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

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

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

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

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

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

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

**5.1.9 Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access



Service, for which it may pay Early Termination Charges, if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

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

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

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

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

**5.2 Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at [https://www.verizon.com/business/service\\_guide/reg/cp\\_access\\_network\\_services\\_local\\_access.htm](https://www.verizon.com/business/service_guide/reg/cp_access_network_services_local_access.htm).

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

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

**DEFINITIONS.** The following definitions apply to Access.

Term	Definition
<b>Demarcation</b>	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.



<b>LTE Business Internet</b>	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.
<b>5G Business Internet</b>	A solution that provides Internet connectivity by combining a wireless router with a data plan, speed tier, and use of Verizon's wireless network in the U.S., where available.
<b>Meet Me Location</b>	If Customer has a dedicated ring, the Meet Me Location is the node on the ring where Customer will provide Carrier Facility Assignment (CFA). For Customer provided access, the Meet Me Location is the edge of the Verizon Network where the Customer is bringing their access (usually a patch panel on which the Customer's vendor resides).
<b>Time Division Multiplexing (TDM)</b>	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.
<b>Verizon Wireless</b>	Cellco Partnership d/b/a as Verizon Wireless.



## Schedule 12.9.1

### PROFESSIONAL SERVICES

1. GENERAL
  - 1.1 Service Definition
  - 1.2 Customer Responsibilities
2. SUPPLEMENTAL TERMS
  - 2.1 Providing Entity
  - 2.2 Service Commitment
  - 2.3 Order Terms and Conditions
  - 2.4 Conditions
  - 2.5 Performance and Acceptance
  - 2.6 Hours of Performance
  - 2.7 Geographic Limitations
  - 2.8 Non-Solicitation of Employees
  - 2.9 Copyright and License
  - 2.10 Warranties and Disclaimers
  - 2.11 Third Party Products and Services
  - 2.12 Assessment Service Risks
  - 2.13 Collection of Netflow Data in Japan
3. FINANCIAL TERMS
  - 3.1 General
  - 3.2 Termination Liability
  - 3.3 Project Activation Delay
4. DEFINITIONS

#### 1. GENERAL

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

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

#### 1.2 Customer Responsibilities

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

#### 2. SUPPLEMENTAL TERMS



- 2.1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable Order. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon.
- 2.2 **Service Commitment.** Unless otherwise agreed in an Order, the Activation Date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.
- 2.3 **Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment.. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties.
- 2.4 **Conditions.** A SOW may identify conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the condition to be met but did not. Otherwise, if a condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.5 **Performance and Acceptance.** Unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.6 **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.7 **Geographic Limitations.** Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.8 **Non-Solicitation of Employees.** The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.

## 2.9 Copyright and License

- 2.9.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.



2.9.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.

2.9.3 **License.** For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.

## 2.10 Warranties and Disclaimers

2.10.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.

2.10.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services.

2.10.3 **Security Risk Mitigation.** The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard.

2.11 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability therefor.

2.12 **Assessment Service Risks.** Professional Services may include one or more of the following activities: (a) testing the effectiveness of the business and security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees



to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. .

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

**3. FINANCIAL TERMS**

3.1 **General.** Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer’s reasonable policies regarding substantiation of business expenses, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer’s invoice (e.g., travel related expenses) will be converted to the currency of Customer’s invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred.

3.2 Any Termination Liability will be governed by Section 13 (**Termination for Convenience of the Contract between Customer and Verizon.**

3.3 **Project Activation Delay.** If Customer delays a Project for a planned assessment (onsite or remote) with less than 7 Business Day notice, Verizon may charge Customer up to \$10,000, per occurrence and/or per assessment activity, for losses it incurs when personnel assigned to the Project are unable to be reassigned to other projects. Such losses will be calculated by totaling the number of hours and the hourly rate for the impacted assigned personnel.

4. **DEFINITIONS.** The following definitions apply to Professional Services.

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





## Schedule 9.3

### VIRTUAL CONTACT CENTER +

1. GENERAL
  - 1.1 Service Description
  - 1.2 Support
  - 1.3 Customer Responsibilities
2. SUPPLEMENTAL TERMS
  - 2.1 Disclaimer
  - 2.2 Emergency Calling
  - 2.3 Telephone Consumer Protection Act
  - 2.4 Regional Terms
3. SERVICE LEVEL AGREEMENT
4. FINANCIAL TERMS
  - 4.1 Applicable Minimums
  - 4.2 Measuring Usage
5. DEFINITIONS

#### 1. GENERAL

- 1.1 **Service Description.** Virtual Contact Center + (VCC) provides network-based multimedia automatic call distribution with fully managed intelligent call routing within carrier-grade application hosting facilities. VCC includes the ability to (i) provision contact center agents and supervisors via a web-based interface and (ii) establish routing plans to send certain types of inbound phone calls, chats and emails to specified Configured Individual Users.
  - 1.1.1 **Separate Requirements.** Verizon will identify the supported operating systems and Internet browsers by which Customer can access VCC. To use the phone call routing capabilities of VCC, Customer must also purchase either Verizon's IP Contact Center Service (VoIP Inbound Toll Free and/or Local Origination) and/or Verizon's Private IP Service, contracted separately.
  - 1.1.2 **Support.** Standard support for VCC includes the provision of assistance to end users on a 24x7 basis for any event generated within the VCC platform that results in an effective cessation of any material VCC component. Standard VCC support is available via telephone and email. Customer agrees that nonstandard support will be performed and billed to Customer in accordance with an Order or a mutually agreed upon statement of work.
- 1.3 **Customer Responsibilities**
  - 1.3.1 **Outbound Communications.** When VCC is used for outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction where its Configured Individual Users or end users, as applicable, are located in including but not limited to those regarding do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, blocking spoofed calls, opt in/opt out obligations, anti-spam laws and content restrictions.
  - 1.3.2 **Data Transfer.** Customer and Verizon acknowledge and agree that Customer Data shall not be transferred or stored outside the country where Customer and its end users are located, and Customer will comply with all applicable data transfer regulations in each country where Customer chooses to use VCC. If Customer or end users provide credit card information to VCC, then Customer retains responsibility for compliance with all applicable standards,



including the Payment Card Industry Data Security Standards. The Federal Communications Commission (FCC) requires that Verizon, as the software platform provider, not transmit calls which will violate the Telephone Consumer Protection Act.

**1.3.3 Call Recording and Monitoring.** Customer will (i) obtain the consent of call participants prior to recording a call, (ii) refrain from conditioning call continuation upon consent, (iii) provide the opportunity for call participants to not be recorded, (iv) allow for revocation of consent, (v) obtain the consent of its employees who will have their calls recorded, (vi) disclose the lawful purposes for the recording and only use the recording for such purposes, and (vii) ensure each call recording is deleted within appropriate timeframes, in each case, unless specifically exempted or having no obligation under applicable law or regulation. Verizon is not responsible for managing or deleting Customer's call recordings. Customer warrants that it complies with all data privacy and protection obligations with respect to call recording and call monitoring, including without limitation where Customer chooses to record calls for the purpose of workforce performance monitoring or assessment (e.g., Customer will consult all European Works Councils for operation of VCC for EU based Customer employees). Customer will ensure that recordings do not include any Personal Data (such as personal health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law.

**1.3.4 Account Security and User Access.** Customer will maintain reasonable and appropriate administrative, physical, and technical safeguards to provide security for its account ID, password, antivirus and firewall protections, and connectivity with VCC. Configured Individual Users must access VCC using direct Internet access, i.e., without routing through a network-based proxy server.

## 2. SUPPLEMENTAL TERMS

**2.1 Disclaimer.** Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any call recordings and (b) any content or information shared in Customer's call recordings. Verizon intends that Personal Data not be stored within VCC. To the extent Customer does store any Personal Data within VCC (including "personally identifiable information" and "protected health information" as defined in applicable privacy laws), Customer does so at its own risk.

**2.2 Emergency Calling.** VCC is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party-provided or Verizon-provided VOIP or TDM service. Customer's use of voice-enabled VCC must comply with Exhibit A and may be subject to additional emergency calling requirements. If Customer makes a 911 call with VCC, the call will be routed to a call center to identify a dispatchable location. VCC does not automatically provide dispatchable location details which may result in a delay to access emergency services.

**2.2.1 End User Notification.** Customer is solely responsible for informing its end users about the emergency calling restrictions. Customer's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

**2.2.2 Wireless Devices.** Voice-enabled VCC does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. End users must make emergency calls via their own separate wireless device using their carrier's wireless network.

**2.2.3 PCs, Laptops and Tablets.** Emergency calling via voice-enabled VCC is not supported on computer tablets or other similar devices that have been integrated with VCC VoIP features through a software client. Such calls, if delivered at all, may be delivered to the wrong public safety facility and thus delay



or preclude emergency service response, which could result in injury or death. End users of such devices must use other means to make an emergency call.

**2.3 Telephone Consumer Protection Act (TCPA).** The FCC requires that Verizon, as the software platform provider, not transmit calls which will violate the TCPA. Verizon does not have any knowledge or control over which callers will be contacted using VCC. Customer therefore agrees to comply with all the requirements and regulations set forth in the TCPA or similar laws or regulations in the country where VCC is accessed and shall ensure that callers have provided the requisite consent as may be necessary under the TCPA or similar laws or regulations.

## 2.4 Regional Terms

**2.4.1 Russia.** Customer agrees that all recorded personal data related to Russian citizens is the responsibility of Customer and that Customer will store such recorded data solely in Russia.

**2.4.2 India.** This clause applies to any use of VCC in India.

**2.4.2.1. OSP Only Service.** VCC may only be used by Customers and Customers' Affiliates in India who are OSPs as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

**2.4.2.2. Documentation.** Prior to the Activation Date, Customer will complete and sign, or will cause its Indian Affiliate (or other end user) using Virtual Contact Center in India to complete and sign, the Inspection Pro Forma in the form found at the following URL:  
[https://www.verizon.com/business/service\\_guide/reg/pro-formas.htm](https://www.verizon.com/business/service_guide/reg/pro-formas.htm)

**3. SERVICE LEVEL AGREEMENT.** The service level agreement (SLA) for VCC may be found at the following URL: [www.verizon.com/business/service\\_guide/reg/cp\\_ccasvcc\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_ccasvcc_sla.pdf).

**4. FINANCIAL TERMS.** Charges are in U.S. dollars and will be billed in the invoice currency. Customer will pay the Charges for VCC specified in the Agreement and at the following URL:  
[https://www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm).

**4.1 Applicable Minimums.** Customer will authorize Configured Individual Users to use and log into Virtual Contact Center (which may be designated as a supervisor or agent). The number of Configured Individual Users using VCC in any month will not decrease below the minimum requirements in the Agreement (even though Customer may increase the number of Configured Individual Users and change the mix of designated supervisors and agents). As set forth in the Order, Customer will pay the minimums in the Order and will pay the fully committed amount upon notice of installation. Even if Customer uses less than the minimum in the Order, Customer will still be billed for the minimums subscribed for in the Order. If Customer terminates prior to the completion of the Service Commitment and Volume Commitment, then Customer shall pay 100% of the Charges that would have been payable during the remainder of the Service Commitment.

**4.2 Measuring Usage.** Any Unique User who logs in during a month will generate a single MRC for such month, regardless of the number of times such Unique User logs into VCC. If Customer exceeds the maximum number of Concurrent Users set forth in the Agreement during any billing period, additional Charges will be incurred based on the highest number of Concurrent Users in such billing period. After completion of the Service Commitment, Verizon may change the rates for any Configured Individual Users upon notice.



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Routing Code: U-U-E-MiCTA

Master MiCTA ID: 588182

## 5. DEFINITIONS

Term	Definition
<b>Concurrent User</b>	At any point of measurement, any Configured Individual User who is simultaneously logged into VCC at such point of measurement.
<b>Configured Individual User</b>	Any individual user (regardless of role or permissions such as supervisor or agent) who has access to VCC with an active account. An individual user is considered a "Configured Individual User" whether or not he/she logged in during the billing interval but only for so long as he/she has an active account.
<b>Unique User</b>	A Configured Individual User who logs into VCC at least one time during a billing period.



## EXHIBIT A

### EMERGENCY SERVICES – 911 DIALING TERMS AND CONDITIONS

**VCC 911 Services.** Customer may use 911 service (“911”) in connection with the VCC platform (Platform), in some configurations, subject to these terms.

#### **VoIP 911 Service Limitations and Restrictions.**

911 through the Platform does not have the same functionality or availability as traditional wireline 911 services and is subject to limitations, restrictions, and Customer duties, described herein.

911 can function correctly only if Customer provides and maintains correct information about the physical location of each of Customer users of the Platform.

911 may not function properly, or at all, due to factors including but not limited to:

- a.** Loss or interruption of electrical power to Customer VoIP telephone, ATA, Modem, Router, Switch or any other devices in the critical path from the VoIP handset at the user’s location to the VCC switching center, and/or failure to reset and reconfigure Customer access to the Platform after a power interruption or outage. 911 will not function during a power interruption or outage or failure of reset and reconfiguration afterward.
- b.** Loss or interruption of internet access at the physical location of Customer users.
- c.** Failure of Customer or Customer user’s broadband or VoIP hardware or software (including without limitation physical phones and software phones).
- d.** Improper installation or configuration of Customer or Customer user’s broadband or VoIP hardware or software, such as soft phones.
- e.** Suspension, disconnection, termination, or failure of the 911 service for any reason.
- f.** Customer did not provide to Verizon, maintain, and update, initially and after each change of Customer user’s location and address, the accurate physical location of Customer users of VCC served VoIP handset, i.e., the address is incorrect, incomplete, abbreviated, or misspelled.
- g.** Customer user attempts a 911 call through a VCC served VoIP handset from a location/address different than the location/address registered with VCC.
- h.** Limitations of Emergency Services Configuration or Personnel. The local emergency call taker receiving the 911 call may not have a system configured for 911 services or be able to capture and/or retain number or location information. Due to technical factors in network design and in the event of network congestion, there is a possibility that a 911 call will produce a busy signal, will experience unexpected answering times, and/or will take longer to answer than 911 calls placed via traditional, wireline 911 services. Due to the inability, in some locations, to transmit or receive the telephone number and the physical location of the caller, the caller will need to state the nature of their emergency promptly and clearly, including location (and possibly telephone number), because the operator will not have this information.

For the purposes of 911, the terms “location” and “address” means information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper public answering point (“PSAP”) receiving the call’s originating location.

#### **Customer Duties and Responsibilities.**

##### **Registration of Physical Location and Updates.**

It is Customer’s sole responsibility to accurately register and update each device, call-back phone number, address and physical location where each of Customer users will use the Platform in order to activate and use 911.

The address information must include sufficient information to enable emergency responders to locate the calling party, and when available, must comply with multi-line telephone system



requirements. (For example, beginning in 2021, if a user's location is a multi-story building, Customer must provide the floor and suite number in addition to address information.

Customer may register locations by following the instructions from a "911" registration link which Customer shall make available to Customer end users on Customer's website or through an alternative digital method. For purposes of 911, Customer may only register one location at a time for each phone line used with the Service. When Customer updates a location through the Platform, there may be a delay in making the new registered location available to route 911 calls and to advise the appropriate emergency call taker of the new registered location.

911 will not function correctly if Customer changes a registered phone number or adds or ports new phone numbers to Customer's account, unless and until Customer successfully registers Customer locations of use for each changed, newly added or newly ported phone number.

Customer is solely responsible for any unauthorized use of 911 services provided by VCC. Customer may not, and must instruct Customer users not to block any phone number on a user handset when dialing 911. In addition, Customer is solely responsible for any authorized use of 911 services provided by VCC, including any usage Charges associated with Customer or Customer's users' use of 911 services.

Further action and information will be required of Customer when additional features and functions of the 911 service become available in the future.

Customer is solely responsible to:

(i) obtain permission of Customer users to permit VCC to disclose such location, telephone number, call data, personal information about the user, and such other information as may be helpful or necessary under the circumstances, to the email recipient, the PSAP, and to emergency services responders; (ii) instruct users on the protocol of using VCC's 911 service; and (iii) designate a different primary method of dialing 911.

**Designation of Responsible Person.** Customer agrees to designate a person to receive an automatically generated email giving notice that one of Customer users has initiated a 911 call. Such designated person will be responsible to interact with emergency services and responders to assist in reaching the physical location of the user of the 911 service.

**Notice.** Customer agrees to notify any potential user of the Platform (including household residents, guests and other third persons who may be present at the physical location where Customer users use the Platform) of these 911 limitations.

**911 Disclosure/Acknowledgement.** By using the 911 service through the Platform, Customer acknowledges that (1) the 911 services through the Platform will not function or will not function properly for any of the reasons detailed herein; and (2) represent and warrant Customer has been informed by Verizon of the reasons to have at least one backup method of accessing 911, such as a circuit-switched TDM telephone or cellular telephone, per each of Customer users' locations; (3) delivering 911 service in a multi-extension environment is complex and specific to each jurisdiction; (4) Customer acknowledges reading, understanding, and agreeing to these 911 terms; and (5) Customer has sought independent advice when making decisions about 911 solutions for Customer specific circumstances and requirements.

**911 Warning Labels/Stickers.** In the event that Verizon provides devices to Customer, Verizon will provide a sticker concerning the potential non-availability of traditional 911 dialing (the "911 Sticker"). Customer shall place the 911 Sticker on each device used with the Service.

**911 Service Fee.** Customer will incur a fee of \$75 for each use of the 911 Service through the VCC Platform.

**Disclaimer of Liability and Indemnification for 911 Service.**



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**DISCLAIMER OF LIABILITY:**

EXCEPT AS PROVIDED FOR IN THE AGREEMENT OR FOR THOSE MATTERS WHICH MAY NOT BE DISCLAIMED BY APPLICABLE LAW, VERIZON DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF CUSTOMER, CUSTOMER USERS, OR ANY THIRD PARTY'S INABILITY TO CONTACT 911, OR ANY OTHER EMERGENCY TELEPHONE NUMBER, OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR OBTAIN EMERGENCY SERVICES UTILIZING 911, FOR REASONS OUTSIDE OF VERIZON'S CONTROL, INCLUDING DUE TO ERRORS OR DISRUPTIONS CAUSED BY ANY OF THE FOLLOWING: THE INTERNET; POWER OR ELECTRICAL FAILURES; FAILURE BY CUSTOMER OR CUSTOMER USERS TO ACTIVATE THE SERVICE; IMPROPER, OUT-OF-DATE, INCOMPLETE, OR OTHER INACCURATE DATA PROVIDED BY CUSTOMER, CUSTOMER USERS, CUSTOMER DEVICES, OR CARRIERS; HARDWARE, SOFTWARE, INFRASTRUCTURE, UTILITIES, INSTALLATION, CONFIGURATION, OR TRANSMISSION FAILURES; AND ANY ACTS OR OMISSIONS ON THE PART OF THE PSAP OR EMERGENCY SERVICES.



## Schedule 10.2.2

### 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 (PIP-I)
3. SUPPLEMENTAL TERMS
  - 3.1 India Ports
  - 3.2 Provisioning Entities in China
  - 3.3 Turkey Use Prohibition
  - 3.4 Voice over IP (VoIP) Restrictions
  - 3.5 Taxes, Surcharges and Exemptions
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS
  - 5.1 Optimized Service
  - 5.2 Non-Optimized Service
6. DEFINITIONS

#### 1. GENERAL

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

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

#### 2. AVAILABLE VERSIONS PRIVATE IP SERVICE

##### 2.1 **Private IP Service**

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

##### 2.1.2 **Standard Service Features**

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

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1–50	1,250	150
51–250	1,250	750





251–500	2,500	1,500
501–1,000	5,000	3,000
1,001+	10,000	6,000

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

### 2.1.3 Optional Service Features

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

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

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

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

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

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

For U.S. Services:

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

For non-U.S. Services:

[www.verizon.com/business/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_2017\\_DEC01.pdf](http://www.verizon.com/business/service_guide/reg/cp_war_plus_wan_analysis_reporting_2017_DEC01.pdf)

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

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



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

**2.1.3.10 LTE Business Internet.** In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. LTE Business Internet plans are for mobile broadband service, and can only be activated on select compatible Customer-provided data routers or designated devices sold through Verizon. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with LTE Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-setup. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data de-prioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the billing cycle. All plans will be given 300 GB/month/line of data; if usage exceeds that allowance, blocks of 5 GB will be automatically added to your account for an additional charge. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). Text messages cannot be sent or received on these plans.

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



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

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

#### **2.1.4 Customer Responsibilities**

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

#### **2.2 Private IP Layer 2**

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

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

#### **2.3 Private IP Gateway**

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

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

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

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

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

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

**2.3.2.4.1 Secure Cloud Interconnect.** With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Verizon also provides network translation functionality (NAT), but Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT and such failure permits a third party cloud



provider to have access to Customer's Private IP addresses. Secure Cloud Interconnect has unique pricing, network designs, and capabilities; details are available on request. In addition, Verizon may terminate Secure Cloud Interconnect, in whole or in part, upon 30 days written notice, where

Customer is utilizing Secure Cloud Interconnect on a usage only basis, and Customer has not used this feature for a continuous period exceeding ten months.

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

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

### 2.4.2 **Standard Service Features**

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

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

### 2.4.3 **Customer Responsibilities**

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

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

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

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

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

## 3. SUPPLEMENTAL TERMS

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

3.1.1 **Additional Documentation.** Prior to the Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in



India, the Inspection Pro Forma document in the form found at the following URL: [www.verizon.com/business/service\\_guide/reg/g\\_india\\_schedule1.pdf](http://www.verizon.com/business/service_guide/reg/g_india_schedule1.pdf) (Pro Forma). To the extent that the information required by the Pro Forma cannot be completed (or is otherwise not completed) until after the Activation Date Customer authorizes Verizon to complete the Pro Forma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.

- 3.1.2 **Restriction on Encryption Functionality in India.** Prior to connecting any encryption equipment to Verizon Facilities in India Customer must obtain prior evaluation and approval from the relevant telecom authority.
- 3.1.3 **Usage.** To the extent usage of the Private IP Service requires it Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP as described in the Revised Guidelines for Other Service Providers (OSPs) released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.
- 3.2 **Provisioning Entities in China.** In the event of regulatory changes in China affecting Verizon's ability to provide PIP/PIP Gateway pursuant to this Order, Verizon may terminate [PIP/PIP Gateway] without liability or where possible transition its provision of PIP/PIP Gateway to Customer via a different Third Party network supplier at a price to be agreed between the Parties.
- 3.3 **Turkey Use Prohibition.** Connections to and use of the Public Internet, World Wide Web, and Social Media by a user in Turkey requires the exclusive use of the service of a locally licensed internet service provider (such as Verizon) in a manner that is compliant with all applicable laws and with any licenses, codes of practice, instructions, or guidelines issued by regulatory authorities. Customer must immediately notify Verizon of any known contravention of the foregoing. Any violation of this express prohibition may result in immediate suspension of the relevant Services by Verizon until, in Verizon's sole judgement, the violation has been cured. Customer is responsible for any fines, penalties, losses, damages, costs or expenses incurred by Verizon due to Customer's violation of this prohibition.
- 3.4 **Voice over IP (VoIP) Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network.
- 3.5 **Taxes, Surcharges and Exemptions.** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges tax to Verizon Wireless on a roaming call, then Verizon Wireless or MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless ("Verizon Business Services") may bill such amount to Customer, and Customer shall pay such amount. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with regulatory or administrative obligations, (such as payments to local telephone companies for delivering calls from Verizon Wireless customers to their customers), Verizon Wireless or Verizon Business Services may bill a surcharge to defray such expense (a "Surcharge"). Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides Verizon Wireless or Verizon Business Services with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless or Verizon Business Services, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon Wireless or Verizon Business Services at Customer's request is found not to apply, then Customer shall upon demand pay Verizon Wireless or Verizon Business Services the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless or Verizon Business Services shall not issue credits for a Tax that is billed prior to Verizon Wireless or Verizon Business Services' receipt of evidence of exemption."



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

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

[www.verizon.com/business/service\\_guide/reg/cp\\_pip\\_plus\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_pip_plus_sla.pdf)

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

[www.verizon.com/business/service\\_guide/secure/cp\\_pip\\_sla\\_summary\\_page\\_SG.htm](http://www.verizon.com/business/service_guide/secure/cp_pip_sla_summary_page_SG.htm)

#### 5. FINANCIAL TERMS

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

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

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

##### 5.1.1 Administrative Charges

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

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

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

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

6. **DEFINITIONS.** The following definitions apply to Private IP Service.

Term	Definition
<b>Bandwidth Commitment</b>	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.



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<b>Committed Access Rate (CAR)</b>	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
<b>Customer Edge (CE)</b>	The edge of, or point in which customer traffic enters or exits, the Customer network.
<b>Geographic Diversity</b>	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
<b>MPLS</b>	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
<b>MPLS Partner</b>	A third party MPLS provider with whom Verizon has an agency or reseller arrangement to provide interconnection to that party's in-country network.
<b>MVIC</b>	MPLS VPN Interprovider Connection.
<b>Port</b>	An entrance to and/or exit from a network.
<b>Provider Edge (PE)</b>	The edge of, or point in which Customer traffic enters or exits, the Verizon Private IP Network.
<b>Router Diversity</b>	Automatically directs the second Customer circuit to a different switch or router.
<b>Virtual Private Network (VPN)</b>	Uses a logical connection to route traffic between network sites.



Private IP Service  
Online Service Document

RATES AND CHARGES

1. Definitions: For the purposes of this Section, the following definitions apply:
  - “Gold” means Enhanced Traffic Management Gold CAR. Gold charges appear as “EF Real Time” charges on Customer’s invoice.
  - “ICB” means that charges are determined on an individual case basis.
  - “NA” means that the specified service, speed or feature is not available.
  - “Silver” means Standard Service Silver CAR and Enhanced Traffic Management ETM Silver CAR. Silver charges appear as “PIP Connection Fee” charges on Customer’s invoice.
  - “Sub-rate” means a Fractional DS3.
  - “VPOP” means Private IP services using a transmission node that backhauls Customer’s traffic to a Private IP provider-edge router in a nearby location.
2. International Access: Company standard rates and charges for International Access service apply.
  - 2.1 Lit Building: Company’s standard list rates, in effect at the time of circuit installation, apply for international circuits providing lit building (i.e., Type 1) local access service to non-US-based ports.
  - 2.2 Non-lit Building: For international circuits providing non-lit building local access service to nonUS-based ports, the PTT access rate in effect at the time of order based on the conversion of the local currency to US dollars at the exchange rate in effect at time of order applies.
3. Monthly Recurring, Non-Recurring and Feature Charges
  - 3.1 Pre-VBS I Charges: Actual port speeds and CAR bandwidths available may be 10 kbps to 25 kbps lower than those listed, depending on port speeds and CAR bandwidths offered by the local loop. The following charges apply:
    - Pre-Verizon Business Services I Charges
  - 3.2 VBS I Charges: VBS I Domestic and International Port and CAR MRCs and NRCs:
    - Domestic MRCs and NRCs for each port and CAR are effective on the service activation date for such port or CAR.





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Ethernet service is available only in the U.S. Mainland and may also be limited by other factors. International discounts apply to Puerto Rico and Alaska.

- For international service, actual port speeds and CAR bandwidths available may be 10 kbps to 25 kbps lower than those listed, depending on port speeds and CAR bandwidths offered by the local loop. following charges apply:

#### VBS I Charges

### 3.3 VBS II Charges; VBS III Charges (may also be specified as Plan A in Customer's Agreement;

#### VBS III Plan B Charges

- If Customer orders the Multiple VRF feature and selects port level queuing with Customer's subscription to ETM, Customer will pay an additional port level charge based on the EF CAR rates for the Customer's selected speed.
- Effective December 1, 2014, the Monthly Recurring Charges for 2 Mbps Ethernet ports in the U.S. Mainland and Hawaii provided via Verizon's Optimized Service platform have been reduced as follows:
  - VBSII 2Mbps Ethernet Port: \$1,657
  - VBS III 2Mbps Ethernet Port: \$1,023
  - VBSIIIB 2Mbps Ethernet Port: \$833



**GLOBAL PRIVATE IP SERVICE LEVEL AGREEMENT SUMMARY PAGE**

Version 2017-05

**DISCLAIMER.** The following summary of the Private IP Service Level Agreement is provided for illustrative purposes only. The Private IP Service Level Agreement applicable to Customer is located at the hyperlink specified in Section 2 below.

- 1. Service Level Agreement Summary Page.** The following is a high level Summary of the Service Level Agreements for the Private IP Service Level Agreement (  PIP SLA  ) covering Global Private IP Layer 3 and Private IP Layer 2 Services (collectively, the  Service  or  Private IP Service  ).
- 2. Service Level Agreements and Service Level Objective documents.** For full service level agreements and service level objectives, please see the table of contents at the following hyperlink: [Service Level Agreements and Service Level Objective documents](#)
- 3. Summary Service Level Standard Performance Measures.** The PIP SLA Service Level Standards are provided in the following table. (For definitions of the headers in blue please click on the hyperlinks provided.)

Parameter	Access Type	Scope	U.S.	Global Tier A	Global Tier B	Global Tier C	Global Tier D
Availability	On-Net	End-to-End	100%	100%	100%	NA	NA
	Off-Net Premium	End-to-End	99.9%	99.9%	99.9%	99.5%	98.5%
	Off-Net Standard	End-to-End	99.5%	99.5%	99.5%	99.0%	NA
	Off-Net Basic	End-to-End	97.0%	97.0%	97.0%	97.0%	NA
Time To Repair (TTR)	On-net	End-to-End	2 Hours	4 Hours	4 Hours	NA	NA
	Off-Net Premium	End-to-End	4 Hours	5 Hours	8 Hours	8 Hours	8 Hours
	Off-Net Standard	End-to-End	4 Hours	8 Hours	8 Hours	8 Hours	NA
	Off-Net Basic	End-to-End	24 Hours	24 Hours	24 Hours	24 Hours	NA
Service Installation	On-Net, Off-Net	End-to-End	≤ 1.5M 30 Business Days ≤ 45M 45 Business Days Others 100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date
Moves, Adds or Changes (MAC)	On-Net, Off-Net	End-to-End	10 Business Days (Excluding Local Access Requests)	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date	100% by Customer <input type="checkbox"/> s Due Date



<b>Core Network Transit Delay (C-NTD)</b>	On-Net, Off-Net	P-Core	≤ 36 ms	NA	NA	NA	NA
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Parameter	Access Type	Scope	EF	AF4x	AF3x	AF2x	AF1x	BE
<b>Packet Delivery Ratio (PDR)</b>	On-Net, Off-Net	PE-to-PE	≥ 99.995%	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.5%
<b>Packet Transit Delay (PTD)</b>	On-Net, Off-Net	PE-to-PE	See <a href="#">Roundtrip Transit Delay Matrix</a>					
<b>Jitter</b>	On-Net, Off-Net	PE-to-PE	< 5 ms	< 15 ms	NA	NA	NA	NA
<b>Mean Opinion Score (MOS)</b>	On-Net, Off-Net	P-Core	≥ 4.0	NA	NA	NA	NA	NA

4. **Access Types:** The PIP SLA covers the following access types: On-Net and Off-Net Access. The PIP SLA does not apply to the CPLL portion of Off-Net Access. Off-Net Levels are offered in three levels of performance classifications:

- Premium (Types 2\*, 3, 4 and 5 network configurations)
- Standard (Standard network configuration, DSL Services)
- Basic (DSL Services)

\* Not Available for EMEA/ASIA PAC Sold Customers

5. **Global Tiers:** The countries covered under this SLA are divided into the following categories:

- **U.S. Region:** Contiguous 48 United States, Hawaii, and Alaska
- **Global Tier A:** Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Singapore, South Korea, Spain, Sweden, Switzerland, United Kingdom
- **Global Tier B:** Argentina, Australia, Brazil, Bulgaria, Bermuda, Chile, China, Colombia, Costa Rica, Czech Republic, Dominican Republic, Greece, Hungary, Iceland, India, Indonesia, Israel, Latvia, Malaysia, Mexico, Morocco, New Zealand, Panama, Peru, Philippines, Poland, Portugal, Puerto Rico, Romania, Russia, Slovakia, Taiwan, Thailand, Turkey, Ukraine, United Arab Emirates (UAE), Uruguay, Venezuela, Alaska MVIC (via GCI), Brazil MVIC (via Embratel), Italy MVIC (via Fastweb), and Mexico MVIC (via Axtel)
- **Global Tier C:** Bahrain, Canada MVIC (via Telus), Canada (via Allstream), China MVIC (via CNC or China Telecom), Costa Rica MVIC (via Tigo), Egypt, Egypt MVIC (via TE Data), El Salvador MVIC (via Tigo), Guatemala MVIC (via Tigo), Honduras MVIC (via Tigo), India MVIC (via Bharti or Reliance), Japan MVIC (via Softbank), Nicaragua MVIC (via Tigo), Nordic MVIC (via TDC), Pakistan, Panama MVIC (via Tigo), Poland MVIC (via Netia), Saudi Arabia MVIC (via STC), Russia (via Beeline), Slovenia, South Africa, Vietnam.
- **Global Tier D:** Croatia, Ecuador, Estonia, Guam, Jordan, Kazakhstan, Kuwait, Lithuania, Qatar, Sri Lanka



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## 6. Definition of Terms:

- **Availability:** End-to-end Circuit up-time. Availability includes the local access from the Customer Edge (CE) to the Verizon PIP Provider Edge (PE) and the PIP Network. Availability excludes CPLL and the Customer CPE.
  - **Calculation.** Availability is determined by computing the total number of Eligible Hard Outage Minutes per Priority 1 trouble tickets in a calendar month for a specific Customer Circuit divided by the total number of minutes based on a 30-day calendar month.
  
- **TTR - Time taken to restore end-to-end Services during a Hard Outage on a specific Circuit.** TTR includes the On-Net and Off-Net local access from the Customer Edge (CE) to the Verizon PIP Provider Edge (PE) and the PIP Network. TTR excludes CPLL and the Customer CPE.
  - **Calculation.** TTR is determined by computing the time taken to repair each Eligible Hard Outage Priority 1 trouble ticket in a calendar month for a specific Customer Circuit.
  
- **Core Network Transit Delay (C-NTD - Core Network round trip delay average between Verizon-designated core backbone network nodes across a specific region.**
  
- **Round Trip Delay (RTD) - trip data packets delay between origination and destination ports.** PE PTD is the provider edge PE-to-PE monthly average round trip transit delay in milliseconds between respective Provider Edge device pairs on the Verizon PIP Network. [/business/service\\_guide/secure/cp\\_pip\\_sla\\_matrix\\_SG.xlsx](/business/service_guide/secure/cp_pip_sla_matrix_SG.xlsx)



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