



## **Appendix D, Customer Service Agreement**

---

**Section 1 – Customer Service Agreement**

**Section 2 – Service Attachment**

**Appendix 1 - Verizon's Acceptable Use Policy**



## Section 1. Customer Service Agreement

The Customer Service Agreement is provided on the following pages.



---

## Verizon Customer Agreement

This agreement ("Customer Agreement" also "SOF") is between Verizon Business Network Services LLC on behalf of MCI Communications Services LLC, dba Verizon Business Services and its Affiliates as defined in the Service Guide ("Verizon" or "Vendor") and \_\_\_\_\_ ("Customer"), a Customer as defined in the contract for Cybersecurity Products and Related Services between the State of Texas Department of Information Resources ("DIR") and Verizon, DIR Contract No. \_\_\_\_\_ (the "DIR Agreement") with an effective date of \_\_\_\_\_.

The Customer and Verizon hereby agree that [INSERT THE SERVICE AND/OR PRODUCT] shall be purchased pursuant to the following terms:

1. This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement. In the event of a conflict between this Customer Agreement and the DIR Agreement, the DIR Agreement shall control. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.
2. The Customer is eligible and desires to purchase services and products from Verizon pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda, exhibits, appendices and schedules as specified therein, this document and its attachments, and the following additional documentation and any other documents executed by the parties and referencing this Customer Agreement (together comprise the Customer Agreement):
  - a. A pricing schedule, term of service and other related terms, attached hereto as Attachment 2 and made part hereof, that will include the price for each product and service. Pricing shall be in accordance with DIR Agreement and subject to the maximum prices or minimum discounts, as applicable, set forth in DIR Agreement, Appendix C.
  - b. Verizon's Acceptable Use Policy ("AUP"), which may be found in Appendix 1 at the end of this document.
  - c. Reserved.
  - d. A statement of work (also service description) which shall be attached hereto as Attachment 3.
3. Reserved.
4. Additional Customer Specific Terms. [INSERT: Additional Customer specific terms related to local, state and federal law; privacy and security requirements; or other custom terms that do not conflict with the DIR Agreement and are acceptable to Verizon].
5. This Customer Agreement shall be adopted into the Purchase Order, if any, related to services and products provided herein. Procurement cards or credit cards are not an acceptable forms of payment.
6. DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.
7. The Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.
8. To the extent the Customer is not exempt from any taxes, charges, and fees, Vendor will invoice the applicable taxes, charges and fees, which the Customer will pay.
9. The Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.



**DIR-CPO-4889 Appendix D, Customer Service Agreement**

10. [OTHER ADDITIONAL TERMS: **INCLUDE PAYMENT TERMS IF NOT APPLICABLE** TO CUSTOMER]

11. The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

Customer and Verizon has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

<b>Customer Name:</b>	<b>Verizon Name:</b>
<b>Authorized Signature:</b>	<b>Authorized Signature:</b>
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>



ATTACHMENT 1  
CONUS DESIGNATION: PRODUCTS AND SERVICES

Reserved.

ATTACHMENT 2  
PRICING SCHEDULE AND TERM OF SERVICE  
[TO BE INSERTED]

ATTACHMENT 3  
STATEMENT OF WORK  
[TO BE INSERTED]

## Section 2. Service Attachments

This section includes the following Service Attachments:

- Technical Services Service Attachment



## TECHNICAL SERVICES

- 1. GENERAL
  - 1.1 DIR Contract
  - 1.2 Service Definition
  - 1.3 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
- 3. FINANCIAL TERMS
  - 3.1 General
  - 3.2 Termination Liability
  - 3.3 Project Activation Delay
- 4. DEFINITIONS

### 1. GENERAL

- 1.1 **DIR Contract.** This Technical Services Service Attachment is subject to DIR Contract No. DIR-CPO-4889 (the “Master Terms”). In the event of a conflict between this Technical Services Service Attachment and the Master Terms, the Master Terms shall control.
- 1.2 **Service Definition.** Verizon Technical Services provide technical 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.
- 1.3 **Customer Responsibilities**
  - 1.3.1 **Assistance.** In addition to the Master Terms’ assistance provisions, Customer will make available to Verizon: (a) any systems to be tested (both physically and remotely), with normal operating throughput; (b) all system, policy, process or other documentation reasonably requested; (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours.
  - 1.3.2 **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment (Diagnostic Facilities) to Customer Equipment for the purposes of performing the Technical Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract.

### 2. SUPPLEMENTAL TERMS

---

- 
- 2.1 **Providing Entity.** Technical 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 Technical Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer- employee relationship between Customer and either Verizon or any employee or agent of Verizon.
- 2.2 **Service Commitment.** Unless otherwise agreed in an Order, the activation date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.
- 2.3 **Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment, and the Master Terms. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW.
- 2.4 **Conditions.** A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.5 **Performance and Acceptance.** Notwithstanding any acceptance language in the Master Terms, unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.6 **Hours of Performance.** Unless otherwise agreed in a SOW, Technical Services will be performed during Business Hours. If Customer requests that Technical 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 Technical 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 Technical 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 **Reserved.**
- 2.9 **Warranties and Disclaimers**
- 2.9.1 **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.

- 2.9.2 **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 Technical 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 Technical Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Technical Services.
- 2.9.3 **Security Risk Mitigation.** The Parties acknowledge that Technical 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.
- 2.10 **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.
- 2.11 **Assessment Service Risks.** Technical Services may include one or more of the following activities:
- (a) testing the effectiveness of the business and security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. Customer agrees that it shall be responsible for and reimburse Verizon for any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). This previous sentence does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are: (i) knowingly outside the scope of the agreed-upon Assessment Services; or (ii) reckless, wanton, malicious, illegal or deliberately negligent.
-

**3. FINANCIAL TERMS**

3.1 **General.** Subject to the Master Terms, 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 **Reserved.**

3.3 **Reserved.**

4. **DEFINITIONS.** The following definitions apply to Technical Services, in addition to those identified in the Master Terms.

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 Technical Services under a particular SOW.
<b>Order</b>	The Customer Service Agreement/Service Order Form (SOF) entered into by the Customer and Verizon for the specific Project pursuant to the Contract.
<b>Service Commitment</b>	Shall be established in the Order.
<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 Technical Services.
<b>Weekend Hours</b>	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours.

APPENDIX 1 - VERIZON'S ACCEPTABLE USE POLICY

1. General Policy: Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Third Party Intellectual Property Infringement. Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is Verizon's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract.

4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

Updated on April 5, 2018