



**Asia Pacific Services Agreement**  
**Master Terms**  
**(Version 1114)**

**I. FRAMEWORK**

1. **Contracts.** A Contract between a Customer and Verizon is created by way of Service Order and consists of: (a) these Master Terms; and (b) the Service Order (including the Service Attachment(s) and any other content incorporated by reference) ("Contract"). Each Service Order will form part of an individual Contract between the Parties to such Service Order.
2. **Service Orders.**
  - 2.1 **Service Order Process.** To order Services, Customer will submit to Verizon a completed Service Order. A Service Order will be in such form as is notified to Customer from time to time by Verizon and/or as Verizon may in its sole discretion accept. Verizon's offer to provide Services or acceptance of any Service Order (as applicable) is conditional upon: (a) where multiple Service Orders are necessary to implement a single quote, all such Service Orders being submitted by Customer in a timely fashion; and (b) the ability of Verizon to fulfill the Service Order. Verizon will notify Customer of any inability to fulfill the Service Order as soon as practicable after Verizon's acceptance of the Service Order.
  - 2.2 **Commencement Date.** Subject to the sub-clause entitled "Service Order Process", a Service Order will be effective and binding on both Parties on the Commencement Date.
3. **Order of Precedence.** Except as expressly provided in a Contract, if there is a conflict or inconsistency between the provisions of a Contract the following order of precedence applies with (1) having the highest precedence: (1) Service Orders; (2) Service Attachments; (3) Master Terms.
4. **Entire Agreement.** A Contract: (a) expresses the entire understanding of the respective Parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding its subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in a Contract.

**II. CHARGES**

5. **Rates and Charges.**
  - 5.1 **General.** Rates and charges (including credits and discounts) are provided in the Contract (whether incorporated by reference or otherwise) and will be effective on the Commencement Date unless otherwise specified. Verizon may change its rates and charges as follows: (a) for voice Services, at any time upon seven days written notice to Customer; and (b) for all other Services upon 30 days written notice to Customer to take effect, (i) immediately for Services with no Service Commitment; or (ii) for Services with a Service Commitment, on or at any time after the expiry of that Service Commitment.
  - 5.2 **Governmental Charges.** Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.
  - 5.3 **Accrual of Charges.** Except as otherwise stated in a Contract, Customer is deemed to have accepted Services on the Service Activation Date and Verizon will accrue and invoice the charges as follows: (a) recurring charges accrue from the Service Activation Date and are invoiced in advance; (b) usage based charges accrue from the Service Activation Date and are invoiced in arrears; (c) one time or set up charges accrue from the Commencement Date and are invoiced at any time thereafter; and (d) charges for CPE and/or Software are invoiced in accordance with the Service Order or CPE and CPE Services Service Attachment. Where multiple Services are provided at the same Customer Site under the same Service Order, and at least some of them cannot be used until all are ready to use, then Verizon will invoice those Services only when all are ready to use. If the Service Activation Date is delayed because Customer: (a) has not met its obligations or done all is necessary on its part to activate the Services, then Verizon may deem a date to be the Service Activation Date (whether the Services are ready for use or not) by notice to Customer and charges will commence to accrue in accordance with this clause; or (b) requests a delay, Customer will be liable for any third party costs and expenses incurred by Verizon, including but not limited

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to charges in relation to third party Local Access, related Services or Service Equipment during the period of delay.

### 5.4 Ancillary Charges.

5.4.1 **Paper Invoice Charge.** Verizon may at any time notify Customer of its intention to provide invoices online as its standard method of invoicing. Where such a practice is implemented and Customer wishes to continue to receive paper invoices in addition to online invoices, Verizon reserves the right, where permitted by law, to apply a charge (which may be modified from time to time) to every such paper invoice provided to Customer. This charge does not apply where Customer has established to Verizon's satisfaction, or Verizon determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.

5.4.2 **No Fault Found Charge.** Verizon reserves the right to apply or modify a non-recurring charge when a Verizon representative is dispatched to the Customer Site, or performs work remotely, at Customer's request to investigate a suspected issue with the Services, and then Verizon representative responds to the request and finds no fault with the proper functioning of the Services or is prevented from resolving the request due to Customer's failure to provide access or other contractually required assistance. Examples include (without limitation) situations in which Verizon determines: (a) the fault is with Customer/third party vendor maintained equipment or network; (b) the fault has already been resolved; (c) the fault resulted from an interruption to the power supply to the Service Equipment or Verizon Facilities at the Customer Site that was not approved by Verizon; or (d) the fault was caused by an act or omission of Customer in breach of a Contract. Verizon may establish or modify this charge by providing notice to Customer (including by posting online).

### 6. Payment of Invoices.

6.1 **Payment Terms.** Customer will pay Verizon invoices within 30 days of the invoice date. Unless stated otherwise in an invoice, payment should be made by telegraphic transfer to the bank accounts specified in the relevant invoice. Amounts not paid on or before 30 days from the invoice date will be past due, and interest will accrue on any past due amount from the invoice due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either: (a) the greater of either 1.5% per month or 2% above the Royal Bank of Scotland's base lending rate, as adjusted from time to time; or (b) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. Without prejudice to any other rights under applicable law, Verizon also may exercise the following remedies with respect to any past due amount other than Disputed Amounts: (i) setting it off against any Security and requiring the Security to be increased by an additional amount; (ii) suspending or terminating a Contract in accordance with the clauses entitled "Termination" and "Services Suspension"; and/or (iii) exercising any other rights it may have with respect to any surety, security interest or other assurance of payment. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under these Master Terms or a Contract. Verizon may invoice Customer up to six months after the date a charge accrues; for charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon becomes aware of such charges).

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

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

6.4 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount within 30 days of the invoice date the Disputed Amount may be withheld. In the event a Disputed Amount (or any part thereof) is communicated to Verizon in writing within 30 days of the invoice date and determined by Verizon (in its reasonable opinion) to be not valid, then any withheld amount will be considered past due and must be paid (including any accrued interest) within five days of notification by Verizon to Customer of that determination.

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or the current due date under the relevant invoice, whichever is the later. Verizon's determination of Disputed Amounts is final. If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within six months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer.

- 6.5 **Currency.** To the extent not otherwise specified in a Contract, Verizon may specify the currency and method of remitting payment of charges.
- 6.6 **Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in these Master Terms or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.
7. **Service Orders with Verizon Pakistan (Private) Limited.** Consistent with the tax regulations of Pakistan, in the event Customer is issued a credit note from Verizon, Customer will promptly issue a debit note to Verizon within 14 days from the date of credit note, in a format acceptable to the Pakistan tax authorities. Failure to comply with this clause will void the credit note and in such case, Customer will be liable for the original invoiced amount.
8. **Consequences of Termination.** Without prejudice to any Party's accrued rights or obligations, upon termination of Services, all Contracts related to those Services will terminate immediately. If a Contract or Services are terminated by: (a) Customer for any reason other than for Cause or pursuant to the clauses entitled "Modification of Services", "Service Level Agreement" or "Force Majeure"; or (b) Verizon terminates for Cause, Customer will pay or refund to Verizon as applicable, without set off or deduction, the following with respect to each of the Services affected by the termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges through to the date of such termination; (ii) a pro rata portion of credits and waivers received by Customer hereunder (except credits for service failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); (iii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related Services or Service Equipment and other third party services in connection with the affected Services; (iv) an Early Termination Charge calculated in accordance with the clause entitled "Early Termination Charges"; and (v) any other applicable termination or cancellation charges specified in the Contract. The termination liability provided in this clause is in addition to any other remedies available to Verizon.
9. **Early Termination Charges.**
- 9.1 **Services Termination.** Pursuant to the clause entitled "Consequences of Termination" if Services are terminated on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge will be equal to 75% of the remaining monthly charges (excluding charges relating to the Local Access or related Services or Service Equipment and other third party services in connection with the affected Services to the extent these have been included under sub-clause (iii) in the clause entitled "Consequences of Termination") that would have been payable for those Services for the remaining unexpired part of the Service Commitment.

### III. SERVICES

#### 10. Customer Obligations.

- 10.1 **Access.** Where Verizon requires access to a Customer Site in order to provide Services, Customer will grant or will procure the grant to Verizon of such rights of access to each Customer Site, including any necessary licenses, waivers and consents. Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 10.2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract, including with respect to Verizon's implementation of new processes or systems.
11. **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it will: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software licence that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges,

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liens, pledges or other encumbrances to be created over the Service Equipment, title to which at all times belongs and remains with Verizon, a Verizon Affiliate or their subcontractor or financing partner(s); (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Services, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of a Contract; or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

### 12. Termination.

12.1 **Termination Notice.** Services may be terminated by either Party on 60 days written notice to take effect on or at any time after the expiry of the applicable Service Commitment. Customer must terminate a Service in accordance with Verizon's standard processes as notified from time to time and any other means of providing notice of Service termination is void and has no effect, even if actually received by Verizon. Termination notices must be labelled conspicuously "Termination/Cancellation Request". Notwithstanding any such termination, Customer will remain liable for any applicable termination charges. Services may immediately be terminated by a Party by written notice (to the extent permitted by applicable law) if the other Party: (a) has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect; (b) becomes subject to an administration order, or it enters into any voluntary arrangement with its creditors under which it ceases or threatens to cease to carry on business, or (c) undergoes or is subject to any analogous acts or proceedings as described in this clause under any foreign law.

12.2 **Termination for Cause.** Either Party may immediately terminate Services under a Contract for Cause.

13. **Services Suspension.** Verizon may, subject to giving Customer reasonable notice where practicable suspend one or more Services (or a part thereof) if: (a) Customer is past due on any invoice for Services which has not been remedied within 10 days after Customer receives notice of such non-payment; (b) suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services; (c) Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority; (d) Verizon needs to carry out Emergency Works; (e) Verizon has reasonable grounds to consider that use of the Services violates the AUP or other terms of a Contract; (f) in the case of voice Services, Verizon has reasonable grounds to believe that Customer is unable or otherwise will not make any payment which is due or is to fall due to Verizon; (g) Verizon or any Verizon Affiliate has suspended any Services provided by Verizon or any Verizon Affiliate to Customer or any Customer Affiliate whether in the same jurisdiction as the Services or elsewhere as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate; or (h) Customer fails to provide or increase the Security as requested by Verizon. To suspend Services (or part thereof) pursuant to sub-clause (a) above, no notice is required beyond the 10 days stated therein. 24 hours notice (which notice may be oral or in writing) of suspension is acknowledged by the Parties as being reasonable notice for the purposes of sub-clause (f), unless the risk assessed by Verizon will fall in whole or part on a weekend, in which case notice as practicable will be adequate. If Verizon exercises its right to suspend Services it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If one or more Services (or part thereof) are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Services.

14. **Modification of Services.** Verizon may modify Services from time to time. If such change has a material adverse effect on the functionality of any of the Services, Customer may notify Verizon in writing of such material adverse effect within 30 days from the time the Services were modified, or the time Customer became aware of the change (or reasonably should have become aware of it) if later. If Verizon fails to correct the material adverse effect within 30 days of receiving Customer's written notice, an affected Customer may terminate those Services

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upon 30 days written notice to Verizon without any termination liability (except for payment of all charges incurred up to the effective date of termination for each of the Services, any charges imposed by a third party provider of a Local Access terminated under this provision, and any costs of construction and expenses incurred by Verizon specifically to support Services so terminated).

15. **Decommissions.** Notwithstanding any provision to the contrary in these Master Terms or a Contract, Verizon may terminate Services upon not less than six months written notice whenever Verizon generally decommissions such Services (that is, ceases to provide it on a commercial basis to its customers).
16. **Acceptable Use Policy (AUP).**
  - 16.1 **Compliance.** Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP will apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer will ensure that each user of the Services complies with the AUP.
  - 16.2 **AUP Changes.** Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer.
17. **IP Addresses.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Services for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.
18. **Use of Subcontractors/Affiliates.** Without releasing it from any of its obligations, Verizon may at any time, and without notice, utilize the services of one or more Verizon Affiliates or subcontractors (as well as interconnecting carriers) in connection with the performance of its obligations.
19. **Resale of Services.** Except as otherwise specified in a Contract, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
20. **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (a) local licence or permit requirements; (b) applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations; and (c) data protection requirements. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted. Customer warrants that it holds and will continue to hold such licences and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to Verizon Facilities and Service Equipment. Verizon reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this clause and in no event will Verizon be liable in respect of Customer's failure to comply with this clause.
21. **Network Monitoring.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end-users.
22. **Service Level Agreement (SLA).** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days written notice of termination during the 30 days following posting of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer's written notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claim relating to Services or Verizon Facilities, including any failure to meet any standard set forth in the SLA. Verizon records and data will be the basis for all SLA calculations and determinations.

#### IV. GENERAL TERMS

23. **Software and Documentation.** Software not otherwise subject to a separate agreement or licence is provided to Customer subject to Verizon's standard Software licence terms as follows. In consideration for payment of any

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

### 24. Disclaimers.

24.1 **Exclusion of Certain Damages.** No Party is liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with these Master Terms, any Contract, the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages.

24.2 **Content Disclaimer.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial Content. Verizon is not responsible if the level of security protection Customer uses for any particular Content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that Content.

### 25. Limitation of Liability.

25.1 **Total Liability.** Without limiting the provisions of the clause entitled "Disclaimers", the total liability of each Party (including any Verizon Affiliate providing Service) to the other collectively in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation and breach of statutory duty) in connection with a Contract and Services provided under it is limited to the lesser of: (a) direct damages proven by the moving Part(ies); or (b) the aggregate amounts due from Customer to Verizon under a Contract, for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-clause is being calculated. For the avoidance of doubt, for the purposes of this clause the limits on liability expressed are cumulative and apply across all Services. Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of a Contract.

25.2 **Exclusions.** The sub-clause entitled "Total Liability" does not limit: (a) any Party's liability (i) in tort for its wilful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation; or (b) Customer payment and/or indemnification obligations under a Contract; or (c) Verizon obligations to provide credits and waivers under a Contract.

25.3 **No Warranties.** Except as expressly set out in a Contract, all warranties, representations, or agreements, with respect to the provision of Services or otherwise, whether oral or in writing and whether express or

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implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.

- 25.4 **Implied Terms.** Where any condition, warranty or right is implied by law, or any statutory consumer guarantee applies, and cannot be excluded, Verizon limits its liability, to the extent permitted by law, for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee to any of the following options at its sole election: (a) in the case of goods, the repair, replacement or resupply of the goods or equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 25.5 **CPE Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party Software provided for use with the CPE, which CPE and/or Software are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer of the CPE, or licensor and/or owner(s) of the Software. Except for such manufacturers', licensors', or owners' indemnities applicable to the CPE and/or Software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE and/or Software is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.
26. **Acknowledgement.** Customer, on behalf of itself and Customer Affiliates, acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in a Contract.
27. **Force Majeure.** Any delay in or failure of performance by any Party under a Contract (other than a failure to comply with payment obligations) is not a breach of that Contract to the extent that such delay or failure is caused by a Force Majeure Event. A Party whose performance is affected by such events will promptly provide relevant details to the other Party to the relevant Contract and the obligations of the Party giving such written notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations with regard to Services for 30 days, then either Party may in its sole discretion immediately terminate any affected Services by giving written notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace affected Services with comparable Services. Upon such termination, Verizon is entitled to payment of: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related Services or Service Equipment and other third party services in connection with the Services. The Parties will otherwise bear their own costs and Verizon will be under no further liability to perform the Services affected by the Force Majeure Event.
28. **Indemnification.**
- 28.1 **Customer Indemnification.** Customer will defend, indemnify and hold harmless the Verizon Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of Services to any third party service or network; (b) violation, misuse or misappropriation by Customer, users of Services, or Customer's customers, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon, Verizon's Affiliate or of a third party (other than a third party claim that Verizon does not own Verizon service marks or trademarks); and (c) Customer's, users' of Services, or Customer's customers' violation of the AUP; or (d) the unauthorized use of or access to Services or Verizon Facilities by any person using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer will pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees. Verizon will be entitled to participate, in a non-interfering manner, in the defense of any such claim, action, or suit, at its own cost.
- 28.2 **Notice, Co-operation, Control, and Consent to Settlement.**
- 28.2.1 **Excuse from Obligations.** Customer is excused from its obligations relating to any claim, action or suit under the clause entitled "Customer Indemnification" if Verizon fails to: (a) provide prompt written notice of the third party claim, action, or suit to Customer, provided that the failure of Verizon to provide such notice materially prejudices Customer's defense and/or settlement of such claim, action or suit; (b) co-operate with all reasonable requests of Customer in connection

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with the defense and/or settlement of such claim, action or suit, at Customer's reasonable expense; and/or (c) surrender exclusive control to Customer of the defense and/or settlement of such claim, action, or suit.

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

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

### 30. **Customer Data.**

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

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

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

30.4 **Use of Customer Data.** Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; invoicing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis including in the manner described in the Privacy Policy; and (c) to communicate to Customer regarding Services.

30.5 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to: (a) provision, manage, account or invoice for Services; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.

30.6 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.



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31. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.
32. **Notices.** Any notice required to be given under a Contract will be in writing, in English, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, or for Verizon only, invoice message, to a Party at the address set out in the Service Order. Notice from Customer must reference the Contract ID or name of the Contract (if applicable) and the date of execution by Customer. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A Party may from time to time designate another address or addresses by written notice to the other Party in compliance with this clause.
33. **Relationship.** Nothing in a Contract and no action taken by the Parties under it creates a partnership, agency, association, joint venture, or other co-operative entity between the Parties.
34. **Third Party Beneficiaries.** Except as otherwise stated in a Contract, nothing confers any rights or other benefits in favour of any person other than the Parties.
35. **Assignment.** No Party may novate, assign, encumber, or transfer a Contract, or any rights or obligations under them in whole or in part, without the prior written consent of the other Party (which consent may not be unreasonably withheld or delayed), except that Verizon may novate or assign any and all of its rights and obligations under a Contract: (a) to any Verizon Affiliate; or (b) to a third party pursuant to any (i) sale or transfer of substantially all the assets or business of Verizon, or (ii) financing, merger, or reorganization of Verizon. Verizon may also assign rights and obligations related to CPE, Software and CPE Services to a third party finance entity.
36. **Variation.** Except as otherwise stated, a Contract may be modified only by the written agreement of the Parties to it.
37. **No Waiver.** Failure or delay by any Party to exercise or enforce, or a partial exercise of, any right under a Contract is not a waiver of that right.
38. **Survival.** Certain provisions of a Contract will have full force and effect after the expiration or termination of that particular Contract being the clauses entitled: "Disclaimers", "Limitation of Liability", "Indemnification", "Confidentiality", "Customer Data", this clause, "Survival" and any other clauses which by their nature should survive including those relating to governing law.
39. **Severability.** If any provision of a Contract is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Contract remains enforceable.
40. **General Dispute Resolution.** The Parties will endeavor to amicably resolve any Dispute. Any Dispute (except for Disputes relating to Disputed Amounts, indemnity or confidentiality obligations or matters relating to injunctions or other equitable relief), will be first subject to a 30 day negotiation period between Verizon and Customer in which each will disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the Dispute. If such negotiations fail to resolve the Dispute within 30 days from the date of notice of the Dispute, then: (a) where a dispute resolution process is provided for in the Contract, each Party will follow that process; or (b) where no dispute resolution process is provided for in the Contract the Parties may pursue their available remedies at law or in equity.
41. **Governing Law and Language.** A Contract will be governed and construed in accordance with the laws of the jurisdiction in which the Verizon entity, identified in the Service Order, is legally organized, except as stated below. If a Contract is made available in a language other than English, such other version will be for reference only. In the event of any inconsistency between the English and any other language version of a Contract, the English version will prevail.
42. **Governing Law and Dispute Resolution for China Services.** China Services will be governed by and construed in accordance with the governing law of People's Republic of China. In the event of a Dispute, then either Customer or Verizon may (subject to any other reconciliation processes contemplated in that Contract) submit such Dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for binding arbitration. The arbitration will be administered in accordance with the arbitration rules of CIETAC in effect at the time of applying for arbitration. Such arbitration will take place in Beijing, and the language of the arbitration will be English. The prevailing Party will be entitled to recover reasonable attorney's fees and costs. The arbitration award will be final and binding on the Parties and will be enforceable in accordance with its terms. Notwithstanding the foregoing Verizon may, at its option, enforce its rights in relation to payment of charges by Customer in the courts of the People's Republic of China located in Beijing or in any other court having jurisdiction.

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### 43. Governing Law and Dispute Resolution for India Services.

43.1 **Governing Law.** India Services will be governed by the law of India without regard to its conflicts of laws principles.

#### 43.2 Dispute Resolution.

43.2.1 **Conciliation.** Any Dispute in the first instance will be attempted to be resolved amicably in accordance with the clause entitled "General Dispute Resolution". Where no amicable outcome is reached then the Dispute will be referred to arbitration in accordance with this clause.

43.2.2 **Arbitration.** Any Dispute referred to arbitration will be settled in accordance with the Rules of Arbitration of the Indian Council of Arbitration ("Council"), as amended from time to time ("Rules"). If there is any conflict between any of the Rules and any of the provisions of this clause entitled "Dispute Resolution", the provisions of this clause will prevail.

43.2.3 **Arbitration Process.** The arbitration will be conducted by an arbitral tribunal consisting of three arbitrators. Customer and Verizon each will nominate one arbitrator from the list of arbitrators maintained by the Council ("List") and the two arbitrators will appoint the third arbitrator, who will also be from the List. In the event the nominated arbitrators do not agree to the appointment of the third arbitrator within 15 days of the appointment, then either Customer or Verizon may approach the Registrar of the Council for appointment of the third arbitrator from the List. It is expected that the Registrar will nominate the third arbitrator within five Business Days from the date of such approach.

43.2.4 **Rules and Procedures.** It will not be necessary for the arbitrators to observe or carry out either the strict rules of evidence or any other legal formalities or procedures. Instead, the arbitrator may adopt procedures which are suitable to the circumstances of the Dispute, avoiding unnecessary delay or expense and enabling a fair, efficient and expeditious conduct of the arbitration, it being the intention that the arbitration should be held and completed as soon as possible. Subject to the foregoing, the arbitration proceedings will be governed by the provisions of the Rules.

43.2.5 **Conduct of Parties.** Customer and Verizon agree to facilitate the arbitration by: (a) co-operating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration; (b) making available to one another and to the arbitrators for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by them if determined by the arbitrators to be relevant to the Dispute; (c) conducting arbitration hearings to the greatest extent possible on successive Business Days; and (d) using their best efforts to observe the time periods established by the arbitrators for the submission of evidence and briefs.

43.2.6 **Decision.** The decision of the arbitrators will be final and binding on Customer and Verizon and will be carried into effect without delay. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and/or an order of enforcement, as the case may be.

43.2.7 **Interim Relief.** Nothing in a Contract precludes either Customer or Verizon from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrators. The provisions of this clause entitled "Dispute Resolution": (a) constitute an irrevocable consent by Customer and Verizon to any proceedings in terms hereof and neither of them is entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and (b) are severable from the rest of a Contract and will remain in effect despite the termination of or invalidity for any reason of a Contract.

43.2.8 **Place of Arbitration.** The place of arbitration will be New Delhi, India. All arbitration proceedings will be conducted in the English language.

44. **Counterparts/Facsimile Copies.** A Contract may, where applicable, be executed in counterparts each of which when executed by the requisite Parties will be deemed to be a complete original agreement, A facsimile copy or scanned copy of the executed Contract or counterpart will be deemed, and will have the same force and effect as, an original document.

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### V. DEFINITIONS

#### 45. General Definitions.

1. "Acceptance Date" as used in any Service Order or Service Attachment, means Service Activation Date.
2. "Affiliates" means Customer Affiliates and/or Verizon Affiliates, as applicable.
3. "Agreement" as used in a Service Attachment or other document referencing these Master Terms, means the same thing as "Contract" as defined below.
4. "Asia Pacific" or "AP" includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.
5. "AUP" means the applicable Verizon Acceptable Use Policy.
6. "Business Day" means every day excluding Saturdays, Sundays and any national holidays in the jurisdiction of the Customer Site. All other references to "day" mean calendar day.
7. "Cause" means a breach by the other Party of any material provision of a Contract, which is incapable of remedy or if capable of remedy remains uncured for 30 days from written notice of such breach or, in the case of Customer's failure to pay any past due amount, 10 days from written notice of such failure.
8. "China Services" means Services provided in the People's Republic of China under a Contract by a Verizon entity which is legally organized in the People's Republic of China.
9. "Commencement Date" means the date on which the Contract is executed by Customer or Verizon commences performance, whichever is the earlier.
10. "Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to a Contract or to potential changes to a Contract; (c) relating to the Party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (d) received or discovered by a Party (including through an Affiliate or other agent) which should reasonably have been understood as Confidential Information to the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly known other than by a breach of this provision; (iii) is received without restriction from a third party free to disclose it; or (iv) is developed independently by the receiving Party without reference to the Confidential Information.
11. "Content" means anything that can be accessed, received, transmitted, stored, processed or used (whether actively or passively) including any form of information, audio, image, computer program or other functionality.
12. "Contract" means an agreement for Services entered into by Customer and Verizon as described in the clause entitled "Contracts".
13. "CPE Services" means CPE and/or Software related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.
14. "Customer" means the party identified as Customer on the Service Order.
15. "Customer Affiliate" means any entity or person controlled by, controlling, or under common control with Customer.
16. "Customer Data" means voice and data transmissions (including the originating and destination numbers and IP addresses, date, time, duration of voice or data transmissions, and other data necessary for the establishment, invoicing or maintenance of the transmission), data containing information regarding Customer, its employees and users, including personal and/or private information and other data provided to or obtained by Verizon, Verizon Affiliates and their respective agents and employees in connection with the provision of the Services. A reference to Customer Data will include Regulated Customer Data where applicable.
17. "Customer Equipment" means equipment, systems, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site. Ownership of the Customer Equipment remains at all times with Customer.
18. "Customer Premises Equipment" or "CPE" means any equipment, systems, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer (excluding Service Equipment).
19. "Customer Site" means a space owned, leased or otherwise under the control of Customer at which Services are to be provided (including without limitation locations of interconnection, termination and origination).
20. "Dispute" means an unresolved difference or controversy between Verizon and Customer relating to a Contract, including without limitation its existence, validity, interpretation, performance, breach, termination, or

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consequences of its nullity, for which dispute a Party has given the other Party written notice adequately supported by bona fide explanation and documentation (including the specific legal basis and facts therefor).

21. "Disputed Amount" means an amount which Customer Disputes and which Verizon has not yet determined. A Disputed Amount may relate to the whole or part of an invoice(s).
22. "Emergency Works" means works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by Verizon Facilities; (c) substantial loss to Verizon or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.
23. "Force Majeure Event" means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.
24. "Governmental Charges" means charges Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, universal service fund type charges and payphone use charges, or any successor of any such charges.
25. "India Services" means Services provided in India under a Contract by a Verizon entity which is legally organized in India.
26. "Internet" means the international interconnected network of networks using the TCP/IP protocol to exchange data communications.
27. "IP" means Internet Protocol.
28. "Local Access" (whether capitalized or not) means the portion of the Services between a Customer Site and Verizon Facilities and may be provided by Verizon or a third party.
29. "Master Terms" means the terms and conditions found within these Asia Pacific Master Terms.
30. "Normal Business Hours" or "Normal Working Hours" vary from place to place but generally mean the hours between 7am and 7pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.
31. "Party" means in respect of a Contract, each of Verizon and Customer and "Parties" will be construed accordingly.
32. "Privacy Policy" means the applicable Verizon Privacy Policy set out at <http://www.verizonenterprise.com/privacy/>.
33. "Regulated Customer Data" means Customer Data the use, processing or transfer of which is regulated by law or regulation as personal data.
34. "Security" means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee or any combination of these as determined by Verizon.
35. "Service Activation Date" means: (a) with respect to Internet, data and on-network voice services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of (i) the date identified in the relevant Service Attachment or Service Order, (ii) the date that Verizon informs Customer that Services are ready for use, or (iii) the date Customer first uses Services; and (d) in the case of existing Services that are renewed, the Commencement Date.
36. "Service Attachment" means a document containing the terms for one or more Services and may be made available via a URL. A Service Attachment may also be referred to as "Service Terms".
37. "Service Commitment" or "Initial Service Term" means the period of time for which Customer is committed to pay for Services, even if they are terminated or not used, which is the period from the Service Activation Date as stated in a Contract or, if not stated, one year from the Service Activation Date. Upon expiration of the Service Commitment, the Services automatically continue until either Party terminates them under the terms of the Contract.
38. "Service Equipment" means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.
39. "Service Order" means a Customer signed request for specific Services.
40. "Services" means the Services identified in a Service Attachment, Service Order and other Verizon-accepted order documentation, as applicable, under a Contract.
41. "SOF" is an acronym for Service Order Form and has the same meaning as Service Order.

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42. "Software" means any software and any related documentation provided to Customer as part of the Services and/or CPE and includes Verizon owned Software.
43. "Tax" and "Taxes" means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.
44. "Verizon" means the Verizon entity identified on the front page of the Service Order and will where the context requires include Verizon Affiliates and subcontractors.
45. "Verizon Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon.
46. "Verizon Facilities" or "Network" means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding those specifically provided to make particular Services available to a Customer (i.e., Service Equipment).
47. "Verizon Indemnitees" means Verizon, Verizon Affiliates and their respective agents and subcontractors.