

INTERNET DEDICATED SERVICE

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1. GENERAL

- 1.1 <u>Service Definition</u>. Internet Dedicated Service (IDS) provides connectivity to the Internet via the Verizon Network.
- 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 **Standard Features**. IDS includes the following standard features:
 - IP service with static or dynamic (BGP) routing.
 - Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses are provided by Verizon to be used by Customer for transporting Internet traffic with IDS. Acquiring or downgrading IDS as a method solely to obtain or retain IP addresses is not permitted.
 - Traffic reports via the Verizon Enterprise Center (VEC) online portal.
 - 7x24 hour customer support, monitoring and notification.
- 1.3 **Optional Features.** Customer may select any of the following features:
- 1.3.1 **Diversity.** With Diversity (subject to availability), Verizon provides a second equivalent Access Service for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- 1.3.2 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with IDS. Subject to availability and upon Customer request, Verizon will apply for and enter into a registry agreement to register domain names on Customer's behalf.
- 1.3.3 **RIPE Registration (Europe).** Upon Customer request, Verizon will register an Autonomous System Number and/or provider-independent IP address ranges with the relevant registry (<u>www.ripe.net</u>) on Customer's behalf, subject to applicable registry guidelines and policies.
- 1.3.4 Shadow Service (Non-Optimized Service Only). With Shadow Service, Verizon provides backup



access to its Network on a second equivalent Access Service for use in the event of an outage on the primary Service.

- 1.3.5 **Distributed Denial of Service (DDoS) Security.** DDoS Security is a managed, cloud-based, service designed to monitor, intercept and remove significant amounts of malicious DDoS traffic targeting Customer's IDS. DDoS Security includes:
 - **Configuration and Reporting**. Verizon will configure DDoS Security in accordance with its policies as reasonably practicable. Verizon can send mitigation traffic reports to the Customer when DDoS Security mitigation is active.
 - **Mitigation and Redirection**. Mitigation is the act of removing traffic deemed to be malicious from redirected (inbound) traffic. Redirection may be activated by request in the VEC online portal and occurs when traffic is routed to the DDoS Security mitigation nodes instead of Customer's normal routing path. When redirection is initiated, both legitimate traffic and DDoS attack traffic will be redirected to Verizon pre-deployed mitigation facilities. Within 30 minutes after Customer's inbound traffic is redirected to the DDoS Security mitigation platform, Verizon will initiate mitigation of inbound DDoS attack traffic. Multi-homed, Anycast, IPv6 and /32 subnets are not supported by DDoS Security.
 - **Clean Traffic Return**. Verizon uses Multi Label Packet Switching Layer 3 Virtual Private Networking as a methodology to return clean traffic post mitigation.
 - **Redirection Time Period and Service Overutilization.** Customer is responsible for submitting a request in the VEC online portal to start and stop the DDoS mitigation. If Customer exceeds 35 hours of redirection per calendar month, hourly overage charges will apply.
- 1.3.6 **Dynamic Network Manager** (Optimized Service Only). With Dynamic Network Manager, Customer can change and manage the IDS speed tiers through the VEC online portal or via an Application Program Interface.

2. SUPPLEMENTAL TERMS

2.1 DDoS Security Additional Terms

- 2.1.1 Compliance. Absent terms to the contrary in the Agreement, DDoS Security is implemented without specific controls that may generally be required or customary in any particular industry, and Customer is solely responsible for determining that DDoS Security satisfies Customer's obligations. Customer shall not use IDS or DDoS Security in any manner that imposes a legal obligation on Verizon that is not specifically agreed to in the Agreement. If Customer fails to comply with the obligations in this provision, then (a) Customer shall take, at Customer's expense, prompt action to correct and/or mitigate the effects of such failure; (b) Customer shall reasonably cooperate with Verizon's response to such failure and (c) Customer shall be solely responsible for any reporting requirements under law or contract arising from such failure. If Customer orders DDoS Security, then Customer warrants to Verizon that Customer has all rights and consents necessary for Verizon to provide DDoS Security.
- 2.1.2 **Disclaimer**. Verizon's entire liability and Customer's sole and exclusive remedies regarding DDoS Security (including, without limitation, relating performance) are set forth in the SLA for DDoS Security. When utilizing DDoS Security during a DDoS attack, Verizon does not guarantee that only DDoS attack traffic will be dropped or that only legitimate traffic will be allowed to reach Customer. Verizon does not warrant that DDoS Security will prevent all possible threats and vulnerabilities, or that such services will render Customer's network and systems invulnerable to all security breaches and vulnerabilities. Customer agrees that DDoS Security (a) constitutes only one component of Customer's overall security program and is not a comprehensive security solution; and (b) is not guaranteed to be uninterrupted or error-free, or to meet Customer's requirements. Verizon is not responsible for third party hardware, software, or other products or services unrelated to and not specifically a part of the DDoS Security.



- 2.1.3 **Data Processing and Storage Locations.** As part of providing DDoS Security, Verizon may transfer, store and process Customer Data in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities. By using DDoS mitigation services, including DDoS Security, Customer consents to this transfer, processing and storage of Customer Data either in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities.
- 2.1.4 **Export Control**. Customer represents and warrants that in connection with DDoS Security, Customer (a) will not provide Verizon access to export-controlled information without providing advance written notification to Verizon; and (b) is not subject to any government order suspending, revoking or denying privileges necessary for the performance of Customer's or Verizon's obligations under the Agreement.
- 2.2 <u>Speed Testing</u>. Verizon uses standard procedures to test the Access Service speed. Network latencies to speed test servers and other destinations on the Internet may vary e.g. by distance, routing, 3rd party IP networks and situations or events beyond Verizon's control.
- 2.3 <u>Bandwidth Shaping</u>. If Verizon provisions 'bandwidth shaping' overhead adjustments on the Ethernet interfaces at the Verizon Network for data transferred to Customer site, it may be necessary (for speed configuration purposes) for Customer to apply policies at Customer's site for data transferred to the Verizon Network to prevent packet loss due to Ethernet protocol overhead used within the Verizon Network (depending on Customer's traffic profile).
- 2.4 **<u>Resale</u>**. IDS is designed for use by Customer and its direct end users. If Customer wishes to resell IDS in its entirety to another person or entity, it will first work with Verizon to agree upon the terms and conditions appropriate for resale.
- 2.5 **Installation.** Installation of IDS will be performed Monday through Friday during normal working hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge. Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner.
- 2.6 <u>Mass Market Customers</u>. Mass-market customers, as defined by the Federal Communications Commission, should view important information regarding Network Management Practices and Service Performance information for the Internet access service by visiting <u>www.verizon.com/about/ourcompany/open-internet</u>.
- 2.7 <u>Voice Over IP (VoIP) Restrictions</u>. Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Verizon Network. Customer shall comply with such regulations, as applicable.

2.8 Geographic Restrictions (India Only).

- 2.8.1 No Internet Telephony. Verizon's license from the Indian Ministry of Communications, Department of Telecommunications (DOT) requires Verizon to restrict use of IDS for Internet telephony. Customer shall not use, or permit others to use, IDS for Internet telephony except in one of the following three ways: (i) personal computer (within or outside India) to personal computer (within or outside India); (ii) personal computer(within India) to the public switched telephone network (PSTN) outside of India (PSTN connection gateway located outside India); or (iii) IP-based H.323 or SIP terminal connected directly to a licensed ISP within India to a H.323, SIP, or similar terminal connected directly to a licensed ISP anywhere in the world (including India).
- 2.8.2 **Restriction on Encryption Functionality.** Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit in connection with any use of IDS in India, then Customer must obtain approval from the relevant telecom authority. Customer will not employ bulk encryption equipment in connection with the Verizon Network in India.



- 2.8.3 **End User Identification.** Customer acknowledges that DOT in India and other Indian governmental authorities may require Customer to identify the end users of IDS in order to monitor and prevent unlawful activity over the Verizon Network. Where Customer uses Wi-Fi connectivity in relation to IDS, Customer shall employ appropriate authentication processes to secure the Verizon Network and retain records of all authorized end users of IDS. Such records shall include sufficient details to permit DOT or other Indian governmental authorities to identify and locate end users.
- 2.8.4 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) using IDS in India, the Inspection Pro Forma document in the form found at the following URL: <u>www.verizon.com/business/service_guide/reg/cp_ids_plus_schedule_1_proforma.pdf</u>, Proforma for checking bona fide of Verizon IDS Customers.
- 2.8.5 **Usage.** To the extent usage of the IDS requires it, Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP Other Service Provider (OSP) as described in the Revised Guidelines for OSPs released by the Indian Department of Telecommunications (DoT) on June 23, 2021, as amended from time to time.
- 2.9 Internet Protocol Assignments. Customer will utilize at least 80% of any IPv4 addresses obtained from any source prior to Customer's request for IP addresses for a new circuit order or for additional resources supporting an established circuit. Customer will utilize at least 80% of the requested IP addresses within 12 months of the point of issuance of the requested IP addresses. Customer acknowledges that IP addresses assigned to them remain non-portable and will be returned to Verizon upon circuit termination
- 3. **SERVICE LEVEL AGREEMENT (SLA)**. The SLA for IDS is set forth at: <u>www.verizon.com/business/service guide/reg/cp ids plus sla.pdf</u> (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations. The SLA for DDoS Security is set forth at: <u>www.verizon.com/business/service guide/reg/cp ddos security sla.pdf</u>.

4. FINANCIAL TERMS

4.1 <u>Optimized Service</u>. Customer will pay the charges for Optimized IDS specified in the Agreement, including those below and at the following URL: <u>www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm</u>.

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

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

For Optimized Service, Customer selects from one of the following IDS pricing plans. Customer may change to a different pricing plan, once per calendar month per IDS, at any time after the Service Activation Date.

- 4.1.1 **Tiered.** With Tiered, Verizon provides IDS at the Customer-selected speed.
- 4.1.2 **Essential.** With the Internet Dedicated Essential, Verizon provides IDS at the Customer-selected



speed without a Service Level Agreement.

- 4.1.3 **Burstable.** With Burstable, Customer may subscribe to a Bandwidth Commitment which is less than the selected IDS speed. Customer may burst traffic up to the selected IDS speed. Customer requested changes for Burstable Bandwidth Commitments or changes to the Burstable Aggregation Group will be implemented on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Customer may select one of the following Burstable pricing plans:
 - <u>Burstable Select</u>. If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per IDS for any month, Customer will pay the price for each Mbps over the circuit's respective Bandwidth Commitment.
 - <u>Burstable Aggregation</u>. Customer may associate multiple IDS services together as a Burstable Aggregation Group and will designate a Master Site within each defined group. Customer will pay the overage price based on the Master Site rates for each Mbps over the sum of Measured Use Level in a month above for the sum of the Bandwidth Commitments within Burstable Aggregation Group.
- 4.2 <u>Non-Optimized Service</u>. Customer will pay MRCs and NRCs for non-Optimized IDS as specified in the Agreement. In addition, online pricing for Services provided by a U.S. Verizon entity is at: <u>www.verizon.com/business/service_guide/reg/cp_internet_dedicated_services.htm</u>.
- 5. **DEFINITIONS**. The following definitions apply to IDS, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition	
Access Services	A service to connect a Customer to the edge of the Verizon Network (as	
	purchased separately pursuant to separate Service Terms).	
Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without	
	incurring an overage charge.	
BGP	Border Gateway Protocol – A standardized network routing protocol.	
Burstable Aggregate	A group of circuits aggregated together for the purpose combining the Measured	
Group	Use Level for the aggregated circuits for the Burstable Aggregation service.	
Geographic Diversity	A feature that automatically directs the second Customer circuit to a different	
	Verizon gateway at a different Verizon hub.	
IP	Internet Protocol	
Master Site	The circuit within a Burstable Aggregate Group that determines the overage	
	Mbps price. There can only be one Master Site designated per Burstable	
	Aggregate Group.	
Measured Use Level	To calculate Customer's "Measured Use Level," Verizon samples Customer's	
	Service usage periodically throughout a given month. Customer's usage at the	
	95th percentile of samples (i.e., samples representing the highest five	
	percentiles of usage are discarded) is Customer's Measured Use Level. For	
	example, if Verizon took 100 samples of Customer's 100 Mbps Service in a	
	given month and Customer's highest six samples were 15.67 Mbps, 14.73	
	Mbps, 14.72 Mbps, 13.22 Mbps, 12.35 Mbps, and 11.39 Mbps, Customer's	
	Measured Use Level would be 11.39 Mbps for that month.	
Port	An entrance to and/or exit from a network.	
Router Diversity	A feature that automatically directs the second Access Service to a different	
	switch or router.	
SIP	Session Initiation Protocol – a standardized signaling protocol for VoIP.	