



United States Service Agreement Master Terms

1. SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service. Services (including features and options) may be subject to availability limitations.
- 1.2 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors. Customer will provide notice to Verizon if it does not want to use the NSS Process.

2. CHARGES, PAYMENT, TAXES, AND PURCHASE COMMITMENTS

- 2.1 **Charges.** Customer shall pay the applicable Charges for Services as specified in the Agreement. Unless otherwise expressly set out in the Agreement, Verizon may change its Charges as follows: (a) for voice Services, upon seven days' notice to Customer; and (b) for all other Services upon 30 days' notice to Customer to take effect, (i) immediately for Services with no Purchase Commitment, or (ii) for Services with a Purchase Commitment, at any time after the expiration of the Volume Commitment Period and/or Service Commitment (as applicable).
- 2.2 **Online Charges.** If the Agreement incorporates online Charges, those Charges may be supplemented by the Charges for new Service options as they become available, such as faster speeds and advanced features. Any such new Charges will be clearly distinguished from existing Charges, which will not be affected. Customer may order such new Service options at the referenced Charges, subject to applicable terms. If the Agreement does not already contain the appropriate terms, an amendment may be needed.
- 2.3 **Activation.** Customer is deemed to have accepted Services on the Activation Date. Charges are accrued and invoiced as follows: (a) Recurring Charges accrue from the Activation Date and are invoiced in advance; (b) usage based Charges accrue from the Activation Date and are invoiced in arrears; (c) NRCs accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Third Party Charges are invoiced in accordance with the Order or Service Attachment. For Charges invoiced more than six months after the date a Charge accrues Customer may obtain a credit on request (except in cases involving fraud or Third Party Charges).
- 2.4 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services, Verizon may deem a date to be the Activation Date (whether the Services are ready for use or not) by notice to Customer and Charges will accrue in accordance with the clause entitled Activation; or (b) requests a delay; then in either case Customer shall be liable for any third party costs incurred by Verizon relating to the affected Services at a Customer Site during the period of delay.
- 2.5 **Payment.** Customer shall pay Verizon invoices within 30 days of the relevant invoice date in accordance with the remittance instructions on the invoice.
- 2.6 **Financial Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Financial Security or increase existing Financial Security. Customer must comply with any such request.
- 2.7 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid Charges. If a



Disputed Amount is found to be owed, any withheld amount must be paid within five days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.

2.8 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due, and will accrue interest from the Due Date until payment at the rate of (a) 1.5% per month (compounded monthly) or (b) the maximum amount allowed where that rate is not permitted by applicable law or regulation. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, Taxes, and Purchase Commitments.

2.9 **Taxes.** All Charges are exclusive of Taxes. Customer shall pay any Taxes that apply to Charges. Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then 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. In addition, 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.

2.10 **Purchase Commitments**

2.10.1 **Volume Commitments**

2.10.1.1 **Volume Commitment Obligations.** Where a Volume Commitment applies, Customer shall pay Verizon the amount of Eligible Charges required to meet the relevant Volume Commitment within the applicable measurement period. If, at the end of any Contract Year or Volume Commitment Period (as applicable), the Eligible Charges Customer has paid are less than the Volume Commitment, then Customer shall pay an Underutilization Charge equal to 75% of the shortfall (or other percentage detailed elsewhere in the Agreement).

2.10.1.2 **Responsible Party.** The Customer entity that is the Party to the USSA (not a Participating Entity) remains responsible in all respects for any failure to meet any Volume Commitment.

2.10.2 **Service Commitment Period.** For Optimized Services, no Service Commitment applies unless it is stated in the Agreement. For non-Optimized Services, a minimum one year Service Commitment applies unless otherwise stated in the Agreement. For all Services, any Service Commitment stated in an Order will take precedence over conflicting information elsewhere in the Agreement.

2.10.3 **Purchase Commitment Expiration.** Upon expiration of a Volume Commitment Period and/or Service Commitment (as applicable), the associated Service automatically continues until either Party terminates it under the terms of the Agreement.

2.10.4 **Extended Service Commitment.** Any Service Commitment agreed upon after November 2, 2022, for a service listed at this www.verizon.com/business/service_guide/reg/auto-renewal-services.pdf (which services may change from time to time), under an Agreement where all Services are priced at the time of Order and no Volume Commitment exists, **will automatically renew upon its expiration for a one-year period** (each year), unless Customer gives notice to Verizon of its intent not to auto-renew it at least 30 days prior to the expiration of the Service Commitment. That notice must be given by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time; no other form of notice meets this requirement. If Customer opts out of the auto-renewal, upon expiration of the Service Commitment, Customer's recurring



Charges for each affected Service automatically will increase by 10% 30 days following the expiration of the Service Commitment. This provision does not apply to any customer receiving E-rate funding under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company.

3. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

3.1 **Term.** The Agreement will remain in force and the Services under it will continue to be provided unless and until terminated by either Party in accordance with the Agreement.

3.1.1 **Extended Term.** For standalone Agreements for Optimized Services with a Volume Commitment, upon expiration of a Volume Commitment Period, the Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.

3.2 **Customer Termination for Convenience**

3.2.1 **Termination Notice.** Unless otherwise specified in the Agreement and subject to the clauses entitled Consequences of Termination, Verizon Enterprise Center (VEC) Termination Requirement and Notices, Customer may terminate the Agreement or Services at any time for Convenience as follows: (a) for Services, upon providing to Verizon no less than: (i) 30 days' notice for Services provided solely to locations in the U.S.; and (ii) 60 days' notice for all other Services; or (b) for the Agreement, upon providing to Verizon no less than 60 days' notice.

3.2.2 **Date of Termination.** Termination for Convenience takes effect on: (a) the end of the period of notice; or (b) if Customer specifies a later date, the day that Verizon actually disconnects a Service (or in the case of termination of the Agreement, the day Verizon disconnects the last Service).

3.2.3 **Verizon Enterprise Center (VEC) Termination Requirement.** Customer may only terminate Services for Convenience by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) has no effect, even if actually received by Verizon.

3.2.4 **Moves and Changes.** Moving or changing (i.e., upgrading or downgrading) an existing Service is deemed to be a Termination for Convenience of that Service by Customer. Customer is responsible for terminating the existing Service affected by the move or change. Customer may arrange with Verizon (in writing) to coordinate the move or change.

3.3 **Verizon Termination for Convenience.** Verizon may terminate a Service or the Agreement for Convenience on 60 days' notice to Customer provided all applicable Volume Commitment Periods and/or Service Commitments have expired. Verizon may also terminate a Service as specified in a Service Attachment.

3.4 **Termination for Cause or Insolvency**

3.4.1 **Cause.** Either Party may terminate for Cause immediately, by notice: (a) the Agreement where the Cause has application to all Services then provided under the Agreement; or (b) the affected Services.



3.4.2 **Insolvency.** Either Party may immediately terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.5 Consequences of Termination

3.5.1 **Consequences of Termination for Convenience.** If the Agreement or a Service is terminated by Customer for Convenience, then Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (a) all accrued but unpaid Charges incurred up to and including the date of such termination; (b) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (c) any applicable Early Termination Charges.

3.5.2 **Consequences of Termination for Cause or Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction, the amounts set out in the clause entitled Consequences of Termination for Convenience. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation.

3.5.3 **Early Termination Charges**

3.5.3.1 **Service Commitment.** If Services subject to a Service Commitment are terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, on or after the:

- (a) Commencement Date but before the Activation Date, Customer shall pay cancellation Charges (if any) specified in the Service Attachment together with any third party termination charges related to such termination as notified by Verizon; or
- (b) Activation Date but prior to the expiration of the Service Commitment, Customer shall pay an Early Termination Charge equal to 75% (or other percentage detailed elsewhere in the Agreement) of the Recurring Charges that would have been payable for those Services for the remaining unexpired part of the Service Commitment.

3.5.3.2 **Early Termination Charges for Moves, Changes.** For qualified moves and changes to Optimized Services, the Early Termination Charge described in part (b) of the clause entitled Service Commitment will be reduced by the Recurring Charges for the replacement Optimized Service in the new Service Commitment. To qualify, Customer must identify the Optimized Service that is to be terminated in connection with a move or change at the same time the replacement Optimized Service is ordered, with related coordinated implementation.

3.5.3.3 **Volume Commitment.** If the Agreement contains a Volume Commitment and is terminated by Customer pursuant to the clause entitled Customer Termination for Convenience or by Verizon pursuant to the clause entitled Termination for Cause or Insolvency, Customer shall pay an Early Termination Charge equal to: (a) the percentage detailed in the Agreement of the shortfall in any Volume Commitment(s) in the Contract Year of termination; and (b) the percentage detailed in the Agreement of the aggregate of the remaining applicable Volume Commitments.

4. **SERVICE SUSPENSION.** Verizon may suspend one or more Services (or a part thereof) if: (a) Customer fails to pay any past due amounts for Services within 10 days after Customer receives notice of such non-payment; or (b) necessary to: (i) prevent or mitigate fraud, (ii) protect persons or property or protect the integrity or normal operation of Verizon Facilities, (iii) comply with law or regulation, or (iv) undertake Emergency Works; or (c) Verizon has reasonable grounds to consider that use of the Services violates the AUP. Verizon will give to Customer reasonable notice of the suspension where practicable, except in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the 10



days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer shall pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

5. **AVAILABILITY OF SERVICES.** If Verizon cannot fulfill an Order (after the Commencement Date) for reasons other than Force Majeure Event, **after making commercially reasonable efforts to fulfill such Order**, Verizon will notify Customer as soon as possible **and where available, Verizon will advise Customer of any alternative Service offerings. In any event** Verizon will have no further obligation to provide the Service under that Order.
6. **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, 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 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' notice of termination during the 30 days following the posting or notice of such amendment, as applicable. Customer is not entitled to terminate if, within 30 days of receipt of Customer's 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 claims with respect to Services to which the SLA relates. Verizon records and data are the basis for all SLA calculations and determinations.
7. **EVOLUTION OF SERVICES.** The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part. Accordingly, Verizon may terminate Services without liability upon not less than six months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its customers). Verizon may cease to offer new instances of a Service in whole or in part at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.

8. LIABILITY

- 8.1 **Liability - Limitations.** Subject to the clauses entitled Liability - Exclusions and Liability - Inclusions:
 - 8.1.1 **Aggregate Liability.** The aggregate liability of either: (a) Customer, its Affiliates and Participating Entities; or (b) Verizon and its Affiliates, to the others collectively for any and all Events in an Annual Period is limited to an amount equal to 12 times the Average Monthly Charges. For the purpose of this clause and calculation, where: (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) an Event is a series of connected Events, such will be deemed to have occurred in the Annual Period in which the first Event occurred.
 - 8.1.2 **CPE Liability.** To the extent that Verizon sells CPE to Customer that is not managed by Verizon, the entire liability of Verizon and its Affiliates for all and any Events arising from that CPE is limited to the Charges for the specific CPE giving rise to the particular Event.
 - 8.1.3 **Independent Operation.** The clause entitled CPE Liability operates independently to and to the exclusion of the aggregate liability limitation detailed in the clause entitled Aggregate Liability.
- 8.2 **Liability - Exclusions.** Subject to the clause entitled Liability - Inclusions below, neither: (a) Customer, Customer Affiliates and Participating Entities; nor (b) Verizon and Verizon Affiliates, will be liable to the others for any indirect and/or consequential loss and, whether direct or indirect, for any: (i) loss of revenue and/or profit; (ii) loss of savings, including anticipated savings; (iii) loss of contract, sales and/or



business; (iv) loss or corruption of data (except that arising following a breach of the Clause entitled Personal Data); (v) loss of goodwill and/or damage to reputation; (vi) wasted expenditure; and (vi) special, incidental, exemplary and/or punitive damages.

- 8.3 **Liability - Inclusions.** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached: (a) any liability relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a Party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law; (d) any liability of Customer and Participating Entity in respect of non-payment, including any claim for interest.
- 8.4 **Warranty/Disclaimer.** Except as expressly set out in the Agreement, all warranties, representations, or agreements, with respect to the provision of Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law and regulation. All other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose are excluded, to the extent permitted by law and regulation. Verizon does not warrant that any network, computer systems, and Services are fully secure. Verizon does not warrant that use of any of the Services will be uninterrupted or error-free or that Verizon will correct all defects or prevent third party disruptions or unauthorized third party access to the Services.

9. PERSONAL DATA AND CONFIDENTIALITY

9.1 **Personal Data**

- 9.1.1 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, or unauthorized disclosure or access.

Compliance with International Laws. If the Services require collection of Personal Data to which Regulation (EU) 2016/679 ("GDPR") and other non-US privacy regulations are applicable, the provisions at http://www.verizon.com/business/service_guide/reg/regulated_customer_data.pdf are deemed incorporated herein ("GDPR Language") and supersede any other provisions relating to the processing of Personal Data governed by the GDPR. In the case of any inconsistency, the GDPR Language takes precedence over this Section 9.1 to the extent of any inconsistency.

- 9.2 **Confidentiality.** Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement: (a) use the other Party's Confidential Information only for purposes of the Agreement; (b) not disclose it to third parties except as provided below; and (c) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. Verizon also may share Confidential Information among Verizon Affiliates, and with other third parties subject to nondisclosure protection, solely to offer current and future Verizon products and services. 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 provided however that a Party may retain one copy of the other Party's Confidential Information solely



for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to be subject to requirements of confidentiality set out in this clause entitled Confidentiality.

10. CUSTOMER OBLIGATIONS

10.1 **Physical Access to Customer Site.** Where Verizon or its Third Party providers require access to a Customer Site, Customer will grant or will procure the grant to Verizon or its Third Party provider such access including all licenses, waivers and consents as necessary to install, construct, or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to install, replace, operate, and maintain Service Equipment at the Customer Site. 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 the Agreement or an Order, including with respect to Verizon's implementation of new processes or systems.

10.3 **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 license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any 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 the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

11. **SOFTWARE AND DOCUMENTATION.** Software not otherwise subject to a separate agreement or license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of applicable fees, Customer is granted a License. Customer may not use, offer or license the Software to provide Services or substantially the same Services to any third party (except Affiliates), whether on a stand-alone basis or in combination with any other software or materials. 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 the clause entitled Confidentiality. Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation



any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any Agreement or Order 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 entitled Software and Documentation. Upon termination of any License, at Customer'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.

12. **USE OF SUBCONTRACTORS/AFFILIATES.** Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors in connection with the performance of its obligations.
13. **RESALE OF SERVICES.** Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party unless explicitly detailed otherwise in the Agreement. The application of this clause is subject to applicable law and regulation.
14. **ACCEPTABLE USE POLICY (AUP).** Use of Verizon IP Services must comply with 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: www.verizon.com/business/terms/ or other URL designated by Verizon. Customer will ensure that each user of the Services complies with the AUP.
15. **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.
16. **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 is solely responsible for selecting and using the level of security protection needed for Content, including without limitation Customer Data, individual health and financial Content.

17. GENERAL

- 17.1 **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. For example, 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 and regulatory requirements. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations.
- 17.2 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of New York, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Southern District of New York or state courts within the City of New York, as applicable.
- 17.3 **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York before a single arbitrator unless the parties agree to additional arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under the



Agreement must be pursued on an individual basis. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Agreement on a class basis. Notwithstanding the Governing Law provision, the Federal Arbitration Act shall apply to any arbitration under this Agreement.

- 17.4 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available, delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site. In the Philippines, delivery of Service Equipment will be Free Carrier (FCA) (Customer designated port). For avoidance of doubt, in all cases for import into the Philippines, Customer will act as the importer of record or otherwise cause the Service Equipment to be imported.
- 17.5 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.
- 17.6 **Assignment.** Either Party may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that includes this Agreement without the other Party's consent, provided in the case of Customer, the assignee is an entity of the same country as the Verizon entity contracting and invoicing for the affected Services and meets Verizon's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed).
- 17.7 **Notices.** Except as otherwise stated in the Agreement, all notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified below and for Customer, as specified, or if no such address is specified, the registered address of Customer. Notice may be transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt or, for Verizon only, via invoice message. Notice sent in accordance with this clause is effective when received, except for email notice, which is effective the Business Day after being sent.

Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Verizon Business Services 111 Main Street White Plains, New York 10601 Attn: Vice President & Deputy General Counsel
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- 17.8 **Relationship of the Parties.** Verizon is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations.
- 17.9 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are intended by their nature to survive expiration or termination (including, without limitation, Liability and Personal Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).
- 17.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.



- 17.11 **Force Majeure.** Any failure by a Party to perform an obligation (other than a failure to make payment) under the Agreement that is the result of a Force Majeure Event is not a breach of the Agreement. A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. 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 obligation(s) with respect to a Service for 30 days, either Party may in its sole discretion immediately terminate such Service with notice to the other Party; provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with comparable Service(s). Upon such termination, Verizon is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and Verizon will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.
- 17.12 **Counterparts and eSign.** Where a signature is required, an Order or the USSA may be executed in one or more counterparts, each of which is deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or the USSA may be executed by eSign if available.
- 17.13 **Order of Precedence.** In the case of any inconsistency, the USSA takes precedence over Orders. Within the USSA, the order of precedence (in descending priority) is: Master Terms, Service Attachments and Pricing. Within each of those parts of the Agreement, those terms set out directly into the document to which Customer is a Party take precedence over any online terms.
- 17.14 **Changes to Online Terms.** Verizon may change the Online Master Terms and Service Terms from time to time, effective upon 15 days posting or other notice. By continuing to use Service(s) after a change becomes effective, Customer agrees to be bound by the changed terms, which apply to new and previously-ordered Services. It is Customer's responsibility to check the Online Master Terms and Service Terms regularly for changes.
- 17.15 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.
18. **CPNI Consent for Marketing.** Verizon wants to offer Customer customized solutions to support Customer's business needs. To facilitate this, Customer consents to the use and sharing of CPNI (Customer Proprietary Network Information) within the Verizon family of Affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer's subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com and consent remains valid until updated by Customer.
19. **PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVES.**
- 19.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or the USSA.
- 19.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon



representative under the USSA (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer (“Authorized Customer Representatives” as defined below) in accordance with the following.

- 19.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer’s email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer’s telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer’s postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon’s online customer portal or other online communication mechanism.
- 19.4 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 19.5 **Necessary Information.** Customer’s notices of authorization or deauthorization must be sent to Verizon’s service or account manager, and must contain the following information:
- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
 - (c) the full corporate name of the Customer whose CPNI (and whose Affiliates’ CPNI) the person can access (or can no longer access, if applicable).
- 19.6 **CPNI Authorizers.** At all times that the Agreement is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives (“CPNI Authorizers”) with the power to name Authorized Customer Representatives who may access CPNI under the USSA as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)’ name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

20. **DEFINITIONS.** Capitalized terms contained in the Agreement are defined as follows:

“+” after a Service name indicates the Service is an Optimized Service.

“Acceptance Date” as used in any Order or Service Attachment, means Activation Date.

“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 Order, (ii) the date that Verizon informs Customer that Services are ready for use, (iii) the date Customer first uses Services or (iv) for CPE deployment services under the CPE Service Attachment, the date on which the deployment acceptance process and Customer signature requirements specified therein are completed; and (d) in the case of existing Services that are renewed, the date that is stated on the Order.

“Affiliate” means any entity or person controlled by, controlling, or under common control with Verizon or



Customer, as applicable.

“Agreement” means the USSA together with all Orders entered into pursuant thereto.

“Annual Period” means the 12 month period beginning on the Commencement Date of the USSA, and each anniversary thereafter.

“Annual Volume Commitment” or “AVC” means the total Eligible Charges which Customer must pay during each Contract Year of the Volume Commitment Period.

“AUP” means the applicable Verizon Acceptable Use Policy.

“Average Monthly Charges” means all Charges (save for any Charges relating to the sale of CPE) which: (a) have been invoiced; and (b) will be invoiced during the relevant Annual Period to Customer and its Participating Entities under the Agreement and calculated as a monthly average across the Annual Period.

“Business Day” means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site.

“Cause” means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which: (a) is incapable of remedy; or (b) if capable of remedy, remains uncured for 30 days from written notice of such breach; or (c) in the case of Customer’s failure to pay any past due amount, 10 days from notice of such failure.

“Charges” means all amounts owed by Customer relating to the provision of Services as set out in the Agreement, and including Underutilization Charges and Early Termination Charges.

“Commencement Date” means: (a) for the USSA, the date on which both Parties agree to be bound by (whether by execution or some other method) the USSA; (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order or Verizon commences performance, whichever is the earlier; and (c) for a NSS the date that the Order is acknowledged by Verizon email to Customer.

“Confidential Information” means information (in whatever form): (a) designated as confidential; (b) relating to the Agreement including the existence of the Agreement itself; (c) relating to the Party’s business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of 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 the clause entitled Confidentiality, (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.

“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.

“Contract” has the same meaning as an effective and binding Order.

“Contract Year” means the 12 month period beginning from the first day of the Volume Commitment Period and each anniversary thereafter, or as set forth in the Agreement.



“Convenience” means the right of a Party to terminate a Service or the Agreement (as relevant) as detailed in the clauses entitled Customer Termination for Convenience and Verizon Termination for Convenience.

“CPE Services” means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.

“Customer” means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as the context requires.

“Customer Data” means data of Customer or its end users that Verizon receives, stores and processes by virtue of providing Services. A reference to Customer Data will include Personal data where applicable.

“Customer Equipment” means any equipment, systems, software, 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 will not at any time vest in Verizon or a Verizon Affiliate.

“Customer Premises Equipment” or “CPE” means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order.

“Customer Site” means the location specified by Customer at which Services are to be provided.

“Disputed Amount” means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

“Due Date” means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement.

“eSign” means the process designated by Verizon which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature.

“Early Termination Charges” means the charges calculated in accordance with the clause entitled Early Termination Charges.

“Eligible Charges” means all Charges, after application of all discounts and credits, incurred by Customer and its Participating Entities, specifically excluding: (a) Taxes; (b) Charges for CPE and CPE Services; (c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services; (d) non-recurring charges; (e) Governmental Charges.

“Emergency Works” mean works, the execution of which, at the time it is proposed to be executed, 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 the 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.

“Event” means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract, warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise. One or more Events that are connected are deemed to be the same Event. An Event that occurs: (a) preceding the execution of these Master Terms, shall be deemed to have occurred during the first Annual Period; and (b) subsequent to the termination or earlier cessation of the Agreement, shall be deemed to have occurred during the final Annual Period in which the Agreement remained in force.



"Financial 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.

"Force Majeure Event" means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, sanctions, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, epidemics, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

"Governmental Charges" means charges that 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 charges and payphone use charges, or any successor of any such charges.

An "Insolvency Event" occurs when a Party: (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) passes a resolution for its voluntary dissolution or liquidation; (d) has a receiver or manager appointed over all, or substantially all, of its assets; (e) makes an assignment for the benefit of all, or substantially all, of its creditors; (f) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations; (g) becomes incapable of paying its undisputed debts when due; or (h) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

"License" means a personal, non-exclusive, non-transferable, non-sublicensable license to use Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment.

"Master Terms" means the terms and conditions set out in this document including any Addendum or Exhibit explicitly modifying the Master Terms. The Master Terms may also be referred to as the Online Master Terms.

"MRC" means Recurring Charges that are invoiced monthly.

"Normal Business Hours" or "Normal Working Hours" or "Business Hours" means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.

"NRC" means non-Recurring Charges (one-time Charges).

"NSS" stands for No Sign SOF which is an Order accepted by Verizon via the NSS Process.

"NSS Process" means the process by which Verizon acknowledges and accepts an Order without requiring a Customer signature

"Optimized Service" means any Service, Software and CPE (including any CPE Services) optimized for Verizon's automation platform, which is indicated by '+' after the Service name (e.g., 'Private IP +'). The '+' is not a part of the Service name.

"Order" means a Customer request for one or more Services or a move, add or change to an existing Service, that is delivered by Customer to Verizon and effective and binding upon the Commencement Date.

"Participating Entity" means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) the USSA under Verizon's processes to contract for Services via an Order in Participating Entity's own name subject to the terms of the Agreement.

"Party" means the particular Verizon or Customer entity that agrees to be bound by (whether by execution



or some other method) the USSA or an Order, as applicable and “Parties” will be construed accordingly.

“Personal Data” means data the use, processing or transfer of which is regulated by law or regulation applicable to Verizon as personal data/personally identifiable information.

“Privacy Policy” means the applicable Verizon Privacy Policy set out at <http://www.verizon.com/about/privacy/>

“Purchase Commitment” means a Service Commitment or a Volume Commitment. A Service may be subject to both a Service Commitment and a Volume Commitment if specified in the USSA or Order.

“Recurring Charges” means Charges for Services that are invoiced at regular intervals such as monthly or annually.

“Services” means the specific services, and CPE (including any CPE Services) provided under the Agreement and may include Third Party services.

“Service Activation Date” means the same as Activation Date.

“Service Attachment” means an online or paper document containing the terms for one or more Services. A Service Attachment may also be referred to as an Online Service Attachment, an Attachment or Service Terms.

“Service Commitment” is effective on the Commencement Date and means the period of time after the Activation Date for which Customer is committed to pay for a particular Service, if any, as set out in the Agreement.

“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.

“Service Order”, “Service Order Form”, or “SOF” is a type of written Order.

“Software” means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

“Subminimum Volume Commitment” means a Service-specific commitment to pay an agreed amount of Eligible Charges in each Contract Year.

“Tariff” means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

“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.

“Third Party” means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

“Tiered Volume Commitment” means the total Eligible Charges Customer must pay during each Contract Year of the Volume Commitment Period, which amount may vary from Contract Year to Contract Year.

“Total Volume Commitment” or “TVC” means the total Eligible Charges which Customer must pay during the Volume Commitment Period to which Customer has committed under the Agreement.



“Underutilization Charge” means an amount owed by Customer if Customer’s Eligible Charges do not reach the Volume Commitment in any Contract Year and/or by the end of the Volume Commitment Period, as applicable.

“United States” or “U.S.” means the 50 states, the District of Columbia, and the U.S. Territories.

“U.S. Service Agreement” or “USSA” means the agreement entered into by Verizon and Customer excluding Orders but including applicable Definitions. The USSA sets out the terms that Customer and Verizon agree will apply to all Orders under it. The USSA may be referred to by another title such as the Master Service Order Form to the U.S. Service Agreement.

“U.S. Services” means Services provided pursuant to an Order where the Verizon entity that executes the Order is legally organized in the U.S.

“U.S. Territories” means Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and America Samoa.

“Verizon” means the Verizon entity that is the contracting party to the USSA or an Order as the context requires (including by way of a permitted assignment). For a standard contract not actually signed by Verizon, the relevant U.S. Verizon entity is identified either in the Service Attachment, or if not, in the rules at www.verizon.com/business/service_guide/reg/g_service_provider_list.htm.

“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 Service Equipment.

“Volume Commitment” means the agreed upon Customer commitment to purchase, and may be described as an Annual Volume Commitment, Total Volume Commitment, Tiered Volume Commitment, or Subminimum Volume Commitment.

“Volume Commitment Period” means the period of time that applies to the Volume Commitment beginning on the first day of the first full month following the Commencement Date (except as explicitly modified elsewhere in the Agreement).