



## MANAGED GLOBAL NETWORK +

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### 1. GENERAL

- 1.1 **Service Definition.** Managed Global Network (MGN) is a fully managed global network solution designed, implemented and managed by Verizon (including Managed Takeover) based on the agreed upon requirements of the Customer. Managed Global Network combines a set of access, connectivity and CPE capabilities with Verizon’s Managed Services to create and deliver the solution.
- 1.2 **Standard Features.** Managed Global Network is comprised of various core and available additional services which fall into one of four categories, as set forth in the table below. The Service Attachment contains terms generally applicable to all MGN services as well as specific terms applicable to core services. The Schedules contain additional terms applicable to the additional services.

SERVICE CATEGORIES	Access	Connectivity	Managed Services	Customer Premise Equipment (CPE)
CORE SERVICES	Access Services	Private IP (PIP) Broadband Internet Dedicated	Managed Wide Area Network (MWAN)  Virtual Network Services (VNS)	CPE and Related Services

SERVICE CATEGORIES	Access	Connectivity	Managed Services	Customer Premise Equipment (CPE)
ADDITIONAL SERVICES			Managed Local Area Network (MLAN)  Managed Wireless Local Area Network (MWLAN)  Managed WAN Optimization (MWOS)  Secure Gateway	

1.3 **General Terms.** The following terms are applicable to all Services offered under Managed Global Network, except as otherwise stated:

1.3.1 **Design Services.** Verizon will create a written Customer Design Document (CDD) for Customers that will be based upon Customer’s written statement of requirements (SOR). The CDD will be reviewed and agreed by Customer prior to finalization. Verizon will provision, activate, monitor, and manage the Customer Network as set forth in the CDD.

1.3.2 **Network Engineering (NE) Service.** For a Customer Network with 20 or more Managed Devices under Full Management, Verizon can provide additional reporting, analysis, engineering planning, design, and change-management support services as part of certain Managed Services, including MWAN, MLAN, MWLAN, MWOS and Secure Gateway.

1.3.3 **Network Analysis Service (Available for Customer Networks with 20 or more Managed Devices located in Customer Sites in the United States).** Verizon will provide monthly network analysis reporting, including interactive monthly calls to review that reporting, starting 60 to 90 days after installation. Network Analysis is an optional feature available for MWAN and MLAN.

1.3.4 **Site Survey.** Verizon may request that a site survey be carried out at the Customer’s cost to assess Customer Site readiness for Managed Global Network. If a site survey finds that Customer Equipment requires upgrading, the upgrade must be carried out prior to the Customer Equipment being included as a Managed Device.

1.3.5 **Managed Global Network Implementation Options.** Managed Global Network offers two implementation options to bring devices under Verizon management: a) Managed Implementation where Verizon provides planning, system engineering, overall project management and implementation of a new network and/or b) Managed Take Over (MTO), where Verizon takes over management of Customer’s existing, operating networks. MTO may not be available for all services listed herein. All devices brought under management by Verizon must be tested and certified for use with Managed Global Network prior to Managed Implementation or MTO. If any remediation or upgrading work is required on any device, it must be completed by Customer prior to being included as a Managed Device. Customer will also be responsible to ensure devices associated with Customer Network remain supportable as per the CDD.

1.3.5.1 **Network Discovery.** Network Discovery is part of the implementation process for MTO Customers. Managed Implementation Customers may order Network Discovery separately, subject to an additional cost. With Network Discovery, Verizon electronically collects information on devices for the purpose of identifying all devices that are a part of the Customer Network. For Verizon to conduct Network Discovery, Customer will provide accurate information about the proper scope of



the Network Discovery and represents that it has all necessary authority to have Verizon undertake the Network Discovery requested under these terms. Verizon reserves the right to stop or withhold from performing Network Discovery. Customer's sole remedy for any failure, inadequacy or other problem of Network Discovery is to request that Verizon re-perform it.

- 1.3.6 **Activation Date.** The elements of an instance of Managed Global Network at a Customer Site are defined in the Order under a unique Managed Global Network Solution ID. The Activation Date for each Managed Global Network instance will be the date on which the last Service under a unique Managed Global Network Solution ID is activated.
  - 1.3.6.1 **Installation.** Installation of Managed Global Network will be performed Monday through Friday during Business Hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation After Business Hours for an additional charge.
  - 1.3.6.2 **Requested Implementation Date.** If Customer requests an implementation date (Requested Implementation Date or RID) for delivery of Managed Global Network, Verizon will confirm the date of delivery following acceptance of the Order. For upgrades of an existing Private IP circuit to Dynamic Network Manager, the RID will be the first Business Day of a calendar month. Any Customer-requested change to the RID is subject to approval of Verizon and payment by Customer of related Expedite Charges or any Third Party costs, if applicable.
- 1.3.7 **Software Updates and Patches.** Verizon will provide relevant software patches and updates as provided by the Managed Device manufacturer from time to time for installation during a fixed update time period, mutually scheduled by the Parties. Warranties on software updates, if available, will be provided directly by the Managed Device manufacturer.
- 1.3.8 **Software Testing.** At Customer's request, Verizon will make commercially reasonable efforts to make available the resources of Verizon's Customer Test Center (CTC) for the purpose of testing Managed Device manufacturer software prior to the implementation of such software. Verizon's ability to control the implementation of any software release may be limited by rules established by the Managed Device manufacturer. CTC testing may be subject to additional Charges and result in delay of the software deployment.
- 1.3.9 **Verizon Enterprise Center.** Verizon will provide Customer with login credentials to access to the Verizon Enterprise Center (VEC) at <https://sso.verizonenterprise.com/amserver/sso/login.go?> or other URL provided by Verizon from time to time. The VEC provides access to information relating to Managed Global Network, 24 hours a day, seven days a week, which may include a consolidated view of Customer Network information, real time access to contact information, project status, service status, information about Managed Devices and other feature related information. In addition, the VEC, provides access to portals (Customer Portals) that provide information about certain features of the services.
  - 1.3.9.1 **VEC/Customer Portal User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.
  - 1.3.9.2 **Reports.** All reports, data, recommendations, documentation, printouts, or other materials in any media form provided to Customer by Verizon about Managed Global Network are Verizon Confidential Information. Customer Confidential information embedded in such reports and data remains Customer Confidential Information. The Parties acknowledge that except as explicitly stated, reports are not designed for use in calculating service level agreement (SLA) service performance, and may not be used for supporting SLA claims.



- 1.3.10 **Customer Support Help Desk.** Managed Global Network has support available for the Customer 24 hours a day, seven days a week.
- 1.3.11 **Forms.** Where Verizon or a Third Party requires certain forms to be signed to process an Order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly.
- 1.3.12 **Service Disclaimers.** Verizon makes no warranties, guarantees, or representations, express, or implied that: i) Managed Global Network will protect the Customer Network from intrusions, viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; ii) any security threats and vulnerabilities will be prevented or detected; or, iii) the performance by Verizon or Managed Global Network will prevent unauthorized access to Customer's systems or render Customer's systems invulnerable to security breaches. Neither Verizon nor its Third Parties are responsible for data or files lost during the performance of Managed Global Network. Customer is responsible for maintaining an overall security program, including but not limited to: (a) exercising due diligence in protecting Customer systems and information that might be used to access, exploit, or otherwise affect Managed Global Network (b) modifying, updating, deleting and otherwise administering such access information and passwords with respect to Customer's authorized user accounts, and (c) promptly notifying Verizon in writing of any security compromise with respect to such information or authorized user accounts.
- 1.3.13 **Changes to Managed Global Network.** Any Change Order will not be effective, and no changes in Managed Global Network will be initiated, until the Change Order is accepted by Verizon. If changes result in an increase or decrease in Charges, such adjustments will be reflected in the written Change Order.
- 1.3.14 **Power Supply.** It is Customer's responsibility to provide an uninterrupted power supply (UPS) device for all Managed Devices. Customer will maintain the UPS device(s) in good working condition at all times during the duration of Verizon's provision of Services.
- 1.3.15 **Availability of Managed Global Network.** Certain Managed Global Network services, or some features or options related thereto, may not be available in certain countries or jurisdictions.

## 2. ACCESS

### 2.1 Access Services

- 2.1.1 **Service Definition.** Access is a circuit connection between a Customer Site and the edge of the Verizon Network from which Customer can connect to other Verizon connectivity services. Access may be provided via Verizon Facilities or from a Third Party, as Verizon may determine from time to time, including, changes in or substitution of facilities. The available Access versions include the following technologies: a) wireless Access, b) wireline Access and c) satellite Access.
- 2.1.2 **Standard Service Features.** Access provides a point-to-point circuit to reach associated Verizon connectivity services.
- 2.1.3 **Optional Service Features.** The following optional service features are available with all versions of Access:
- 2.1.3.1 **Network Survivability and Diversity (NS&D).** NS&D provides alternative mechanisms for maintaining network access during a disruption to regular service. Verizon determines the location of particular NS&D features.
- 2.1.3.2 **Proactive Notification.** Where a Customer receives proactive notification for a particular connectivity service, it will also apply to the Access connected to that connectivity service.

2.1.3.3 **Diversity Availability.** Diversity which involves a Third Party Access provider will be provided only at Customer Sites where available by the relevant Third Party as selected by Verizon. In the event that Verizon becomes aware of an issue with Third Party provided Access which impacts diversity, Verizon will use commercially reasonable efforts to work with the Third Party Access provider to restore the diversity as soon as reasonably possible.

## 2.2 **Wireless and Wireline Access**

2.2.1 **Standard Service Features.** The following features are standard for Access:

- **Access Speed.** Verizon provides capacity throughput based on the Access speed selected by Customer.
- **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by Customer.
- **Handoff.** Verizon hands off Access at the Customer Site based on the Customer Equipment (e.g., Ethernet, Time Division Multiplexing (TDM), and Wireless). Verizon provides either an electrical or optical Demarcation:
  - For an Ethernet handoff from Customer Equipment, Verizon provides a User Network Interface (UNI) at the speed ordered by Customer.
  - For TDM, Verizon's handoff may include an Access connection over a dense wave division multiplexing network.
  - For Wireless outside of the U.S., Access via a wireless connection can be used as primary or back up access into Verizon-provided connectivity services. U.S. wireless Access is called Express Connect or Wireless back up and is described below.

2.2.2 **Optional Service Features.** The following optional service features are available.

2.2.2.1 **Express Connect (U.S. Only).** Verizon provides access to supported Verizon wireline connectivity services through a wireless connection until the wireline service is activated. At the time the wireline service is activated, this wireless connection is converted to wireless backup service. Details on supported Verizon connectivity services is available from Verizon on request.

2.2.2.2 **Wireless Back Up.** Verizon provides wireless back up for Internet Dedicated or Broadband service, or connection from a remote Customer Site into a Verizon connectivity service.

2.2.2.3 **Network Survivability & Diversity.** The following NS&D options are available:

- **Layer 2 Aggregation Geographic Diversity.** Verizon provides two Access circuits in a mated pair relationship. The Layer 2 aggregation equipment on the first circuit will be located in a different building and/or be survivable from the Layer 2 aggregation equipment on the second circuit.
- **Carrier Diversity.** Verizon will obtain an additional Access circuit from an alternate Third Party, where available. This feature does not provide path diversity nor ensure full Geographic Diversity.
- **Preferred Carrier Designation.** Verizon will obtain the Access circuit from an available Third Party as selected by Customer. This feature does not provide path diversity nor ensure full Geographic Diversity.
- **Network Connection Protection.** With Network Connection Protection, the Access circuit will be routed automatically to a secondary route in the event the primary route is unavailable. Both routes share the same Customer handoff and demarcation interface.

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

**2.2.3 Customer-Provided Access.** Where Verizon has the necessary interconnection arrangement in place and subject to Verizon approval of the Customer Site, Verizon will connect a Customer-provided access circuit to its related Verizon connectivity service(s). An Access MRC and NRC will apply to cover Verizon's provision of a physical connection (cross connect) from that access circuit to the Service Equipment used to provide the associated Verizon connectivity service.

**2.3 Satellite Access.** Satellite Access provides a connection to the Customer Network using satellite connectivity, either on a primary or back up basis.

### **2.3.1 Standard Service Features**

- **Satellite Bandwidth Access.** Verizon will provide a shared satellite connection between a remote VSAT terminal and the satellite hub (Teleport) based on a default class of service that is designed for transactional and Internet traffic (inconsistent traffic levels with variable bursts of data transmissions).
- **Satellite Bandwidth Access (Primary).** Customer Sites are connected via a satellite access network, a managed VPN network. The service will provide for data rates up to the subscribed level and is assumed to be active on the network full time.
- **Satellite Bandwidth Access (Back Up).** An alternate diverse access path is provided for Customer's occasional use if Customer's primary communications path fails, or for mobile emergency response systems. Back Up service will provide for data rates up to the subscribed level, provided an individual Customer Site is not active on VSAT more than 10% of the time in a calendar month or if no more than 10% of a Subscribed Group of Customer Sites is active on VSAT at any one point in time. When Customer Sites are inactive, latency and packet delivery are not measured for SLA purposes. A Customer Site is considered inactive when it requires no traffic over that required to maintain the Site in the VSAT network.
- **Teleport Redundancy.** The standard configuration for Satellite Access includes a fully redundant Teleport facility with redundancy on all network components critical to the operation of the network.

### **2.3.2 Optional Service Features**

- **Geographic Teleport Diversity.** In this mode of operation, there is an "online" network associated with a minimum of two geographically diverse Teleports, all networks sharing the total distribution of the remote VSATs. Both Teleports have the remote VSAT definitions for all the remote VSATs being served from their alternate Teleport to accommodate the full network load automatically in the unlikely event of a catastrophic failure of the alternate Teleport. If the satellite link is lost to the active Teleport, the VSAT remotes wait a configurable period of time (five minutes is the default) and then loads the parameters for the alternate Teleport without any user intervention at the remote VSAT locations. There is the ability to failover the entire network or a single remote VSAT because both Teleports are always online with their own diverse frequency assignments on the satellite. This feature is only available for VSATs with a subscription data rate  $\leq 1.5\text{Mbps} \times .5\text{Mbps}$ .
- **Satellite VSAT Enhanced Traffic Management (vETM):** This option allows traffic to be prioritized based on a DiffServ Code Point Markings (DSCP) in the packet header.
- **Satellite vETM (Primary):** 0 Kbps vETM is an option that can be added to Satellite Bandwidth Access (Primary) to enable traffic to be prioritized based upon the DiffServ Code Point (DSCP) markings in the packet header. vETM bandwidth above 0 Kbps can be added to Satellite Bandwidth Access (Primary) to allocate dedicated satellite bandwidth in the form of a Committed Information Rate (CIR) at the Customer Sites that can be utilized for streaming type services. vETM bandwidth above 0 Kbps is applicable on a per Customer site basis and is not shared among a group of Customer Sites.
- **Satellite vETM (Backup):** 0 Kbps Satellite vETM (Backup) is an option that can be added to Satellite Bandwidth Access (Backup) to enable traffic to be prioritized based upon the DiffServ Code Point (DSCP) markings in the packet header. However, dedicated bandwidth above 0 Kbps is not supported.

## **3. CONNECTIVITY**

### 3.1 **Private IP (PIP) Service**

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

3.1.2 **Available Versions of PIP.** Verizon offers three versions of PIP under Managed Global Network: a) PIP, b) PIP Gateway, and c) PIP Interconnect.

#### 3.1.3 **Standard Service Features of PIP**

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

Expected Total Number Customer Sites	Maximum Routes IPv4	Maximum Routes IPv6
1 – 50	1,250	150
51 – 250	1,250	750
251 – 500	2,500	1,500
501–1,000	5,000	3,000
1,001+	10,000	6,000

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

#### 3.1.4 **Optional Service Features**

- **Diversity.** Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as selected by Customer.
- **Dynamic Network Manager.** Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Port values. Customer accesses the interface through the VEC or via an API.
- **IP Multicasting.** Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.
- **Multiple Virtual Routing and Forwarding.** Customer may create multiple connections via a single Port. Customer may use those connections to extend the privacy and security of PIP to the various LANs at the Customer Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of VPN connections on the Port.
- **Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the Best Efforts (BE) class as the default priority designation.
- **Burstable Billing.** Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

3.1.5 **Bandwidth Shaping for Ethernet Access Circuit.** If Verizon provisions bandwidth shaping overhead adjustments on the Ethernet interfaces at the Provider Edge (PE) egress, it will be Customer’s responsibility to apply policies at the Customer Edge (CE) egress to prevent packet loss due to Ethernet protocol overhead and traffic profile used within the PIP Network.

3.1.6 **Bandwidth Bursting.** Customer pays an additional Charge monthly per circuit for any measured usage level greater than Customer's Bandwidth Commitment. Verizon will sample the PIP Port usage every five minutes during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest five percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.

3.1.7 **Reconfiguration.** A reconfiguration Charge applies where Customer requests Verizon to reterminate a circuit to a different router or reconfigure a Port.

## 3.2 **PIP Gateway**

3.2.1 **Service Description.** Verizon provides an interconnection between two private networks based on the characteristics of the gateway, as described below. Verizon provides the PIP Gateways described below.

3.2.1.1 **Private Wireless Gateway (U.S. Mainland Only).** Verizon provides Customer a Port that Customer may use to connect Customer's wireless traffic to the PIP Network.

3.2.1.2 **MVIC Service (Select Locations).** Verizon connects Verizon's PIP Network to an MPLS partner's network.

3.2.1.3 **Satellite Gateway.** Verizon provides a gateway Port to receive Customer's PIP Satellite traffic to the PIP Network. Each individual Virtual LAN is mapped to a PIP Permanent Virtual Circuit (PVC)/CAR. Since multiple Customer Sites share a Virtual LAN and PVC to the PIP Network, the PIP CAR is sized according to Customer's expected traffic and the total instantaneous traffic load that the satellite network can handle.

3.2.1.4 **Secure Cloud Interconnect.** Verizon provides an interconnection with the network of select third-party cloud providers (with whom Customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over PIP, as well as Switched E-LAN, or Switched E-LINE. Verizon also provides network address translation (NAT). However, Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT or if such failure permits a third party to have access to Customer's PIP addresses. Secure Cloud Interconnect details are available on request. In addition, Verizon may terminate Secure Cloud Interconnect, in whole or in part, upon 30 days prior written notice, where Customer is utilizing Secure Cloud Interconnect on a usage only basis, and has not used it for a continuous period exceeding 10 months.

## 3.3 **PIP Interconnect (PIP-I)**

3.3.1 **Service Definition.** PIP-I is only available to Customer if approved by Verizon. PIP-I provides a direct, point-to-point interconnection between Customer Site(s) utilizing PIP purchased from Verizon or Customer's third party MPLS-based network, using a shared gateway designed to support multiple customers.

### 3.3.2 **Standard Service Features**

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

3.3.2.2 **Non-Supported Features.** PIP-I does not support Multiple Virtual Routing and Forwarding, Dynamic Network Manager and IP Multicasting. PIP-I does not support a redundant configuration.



### 3.4 **Internet Dedicated**

3.4.1 **Service Definition.** Internet Dedicated Service (Internet Dedicated) provides access to the Internet via Verizon Facilities.

3.4.2 **Standard Service Features.** Verizon provides Internet Dedicated with the following standard features:

- 7x24 hour customer support, monitoring and notification
- Static or dynamic IP 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 Internet Dedicated. Acquiring or downgrading Internet Dedicated as a method solely to obtain or retain IP addresses is not permitted.
- Traffic utilization statistics.

#### 3.4.3 **Optional Service Features**

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

3.4.3.2 **Highlight Reporting Service (available for service in Europe and Asia-Pacific).** Verizon provides statistical performance information related to the traffic, health, and availability of Internet Dedicated. Verizon will configure Managed Devices to collect such information and will have access to that information for support purposes.

3.4.3.3 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with Internet Dedicated, plus the following domain name services:

- **Domain Name Registration.** Customer may elect to have Verizon apply for and enter into a registry agreement to register domain names on Customer's behalf.
- **RIPE Registration (available in Europe).** At Customer's request, Verizon will register an Autonomous System Number and/or provider-independent IP address ranges with the relevant registry (<http://www.ripe.net/>) on Customer's behalf, subject to applicable registry guidelines and policies.

3.4.4 **Pricing Plans.** Customer may select from one of the following: Internet Dedicated Tiered or Burstable pricing plans. Customer may change to a different pricing plan, or upgrade or downgrade within a pricing plan, once per calendar month per circuit, at any time after the Service Activation Date.

3.4.4.1 **Tiered Service.** Verizon provides full Internet access at the Customer-selected speed (Tier).

3.4.4.2 **Burstable Service Options.** Customer may subscribe to a Bandwidth Commitment which is less than the full speed of the selected Internet Dedicated Service and may subsequently burst to the full speed of the selected Internet Dedicated Service as required.

- For Burstable Service, Customer selects one of the following Burstable Internet Dedicated pricing plans.
  - **Burstable Select.** If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per circuit for any month, Customer will pay the price for each Mbps over the circuit's respective Bandwidth Commitment.
  - **Burstable Aggregation.** Customer may associate multiple circuits 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 Measured Use

Level in a month for the sum of the Bandwidth Commitments within a Burstable Aggregate Group.

- Customer may request changes to a Burstable Aggregation Group once per calendar month. When Customer requests a new Bandwidth Commitment or change to a Burstable Aggregation Group, Verizon will implement the new Bandwidth Commitment or changed Burstable Aggregation Group 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. Verizon's records and data are the basis for all calculations.

### 3.5 **Broadband**

3.5.1 **Service Definition.** Broadband utilizes public internet protocol (IP) as a means of transport from Customer Sites to Verizon's and/or Third Party network services using a range of broadband access technologies including but not limited to copper, wireless, fiber or cable lines. Verizon may provision Broadband to Customer either directly or through resale of Third Party services. Broadband is intended to be used in conjunction with the Customer Network, for the purpose of connecting a Customer Site to the Customer Network. Broadband cannot be used solely for Internet access (and in some cases not at all) and is not sold on a standalone basis.

3.5.1.1 **Out of Franchise (OOF) Broadband (U.S. Only).** In certain locations within the U.S., Broadband will be provided to Customer directly by a Third Party (i.e., Verizon shall act as an agent on behalf of the Third Party in arranging Broadband) and, in such instances, Verizon may provide consolidated billing, customer care and other ancillary services to Customer pursuant to agreement with such Third Party (OOF locations). The identification of the OOF locations and details of such arrangements is available from Customer's account representative. With respect to Broadband provided in OOF locations, all references in this clause shall be deemed to be references to the applicable Third Party that is providing Broadband directly to Customer in such OOF locations.

#### 3.5.2 **Standard Service Features for Broadband**

- **IP Addresses.** Assignment of a suitable number of dynamic or static (as available) IP addresses (IPv4 protocol) will be used in conjunction with Broadband in accordance with the currently applicable assignment guidelines in the relevant region. These IP address are provided from the ASN network of a Third Party.
- **Service Equipment.** Service Equipment, where applicable, enables Customer to connect the Customer Network to Verizon Facilities via an Ethernet interface. In countries where Service Equipment is not available as part of Broadband, Broadband will be terminated on Customer Premises Equipment (CPE) or Customer Equipment. Customer is responsible for providing the necessary Customer Equipment to connect the Customer Network to the Service Equipment to enable Customer's use of Broadband and for ensuring that such Customer Equipment is fully compatible with the Service Equipment.

3.5.3 **Optional Service Features for Broadband.** Additional IP address blocks may be available, though such availability and block size may vary depending upon the Third Party. An IP justification form may be required if additional IP addresses are requested.

3.5.4 **Technical Feasibility.** In order to determine whether Customer can receive Broadband, the Third Party may conduct a technical feasibility check within 15 days of receipt of an Order.

3.5.5 **No Control.** Where Customer contracts with a Third Party directly for broadband, Verizon exercises no control over that Third Party, or any performance issues relating to broadband. Broadband is provided as-is. Verizon does not warrant that broadband will be available, uninterrupted or error-free.

3.5.6 **Support for Broadband.** In the event of Broadband interruptions or other performance issues, Verizon helpdesk will contact the Third Party and relay any information received from the Third Party to Customer. If required, Customer will arrange for a Carrier-provided POTS line – standard telephone



line – to be in place for Broadband. The POTS line should have the technical specifications required for Broadband.

3.5.7 **Termination of Broadband.** In the event Broadband is cancelled or is no longer offered by the Third Party or when acting as an intermediary, its underlying suppliers, Verizon shall have a right to terminate the Broadband upon providing reasonable notice to Customer. In such cases, Verizon shall make reasonable efforts to provide a replacement service. If Customer does not wish to accept the functionally equivalent service or where such functionally equivalent service is not available, Broadband will be cancelled.

3.5.8 **Speeds.** Any transmission speeds for Broadband as set out in the Order refers to the maximum download and upload speed achievable with Broadband under ideal conditions. For information purposes, the normally available download and upload speed and minimum download and upload speed may be lower than the maximum download and upload speed for a variety of reasons including without limitation, network congestion, line interference and Internet congestion.

3.5.9 **U.S. Services for Mass Market Customers.** 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 [www.verizon.com/about/our-company/open-internet](http://www.verizon.com/about/our-company/open-internet).

## 4. MANAGED SERVICES

### 4.1 Managed WAN

4.1.1 **Service Definition.** Managed WAN provides a range of service options enabling Customer to transfer all or part of its WAN management to Verizon, including network design, CPE configuration, service installation, proactive monitoring, fault notification, reporting, device management and software support (subject to availability). Managed WAN is offered at three management levels: Monitor and Notify, Physical Management and Full Management.

4.1.2 **General.** MTO may not be available for all Managed WAN service options listed herein.

4.1.3 **Monitor and Notify Level.** The most basic level of service management is Monitor and Notify, under which Verizon, provides the following capabilities:

4.1.3.1 **Monitoring.** Verizon proactively monitors all Managed Devices up to the local area network (LAN) interface of the Managed Device.

4.1.3.2 **Notification and Resolution.** Verizon will create a Trouble Ticket and send a notification to Customer's designated point of contact within 15 minutes of Verizon's determination of a Managed Device or connectivity failure. Following the creation of a Trouble Ticket, Verizon will: i) if the fault is due to a Verizon connectivity service, troubleshoot the connectivity service until the problem has been verified as fixed and the Trouble Ticket will then be closed; or ii) if the fault is due to causes other than a Verizon connectivity service, inform Customer of the fault and monitor the Trouble Ticket.

4.1.3.3 **Managed Services Customer Portal.** Customer will have access to the Managed Services Customer Portal via the VEC which provides a consolidated view and real time access to project, status, and contact information for Managed WAN.

4.1.3.4 **Cloud-Controlled Routing (CCR) Customer Portal.** Where applicable, the CCR Customer Portal may be accessed via the VEC. CCR Customers who have Monitor and Notify have write administrative access to logically manage the Managed Devices. In order for Verizon to properly



manage the Customer Network, Customer shall not add, move or remove devices or licenses in the CCR Customer Portal, or add or remove administrators in the CCR Customer Portal.

4.1.4 **Physical Management Level.** Physical Management contains the capabilities of Monitor and Notify, plus additional capabilities described below.

4.1.4.1 **Monitoring and Resolution.** Verizon provides physical fault detection, isolation, and monitoring services for Managed Devices. Verizon will resolve physical faults whether caused by Verizon, Customer, or third-party issues. Managed Device logical faults are Customer's responsibility. Customer will inform Verizon of physical faults once it has completed its logical troubleshooting if Verizon is the provider of CPE Services for the Managed Device.

4.1.4.2 **CCR Network Image.** A current image of the Customer Network is stored on the Cloud Infrastructure, but a roll-back to previous configurations is not supported by Verizon.

4.1.4.3 **Change Management Activities.** Verizon will perform the change management activities shown on the Managed Services Customer Portal as Standard Change Management at no additional charge. Optional Change Management activities will be performed at the Charges shown in the Managed Services Customer Portal.

4.1.5 **Full Management Level.** Full Management contains the capabilities of Monitor and Notify and Physical Management, plus additional capabilities described below.

4.1.5.1 **Monitoring and Resolution.** Verizon will resolve both logical and physical issues, with Customer's cooperation, either remotely or by dispatching a technician, whether caused by Verizon, Customer or a third party.

4.1.5.2 **CCR Customer Portal Administrative Access.** For CCR Customers under Full Management read-only administrative access will be available in the CCR Customer Portal.

#### 4.1.6 **Optional Service Features**

4.1.6.1 **Third Party Transport Service.** If Customer has two or more managed Customer Sites, Verizon will monitor and manage covered third-party provided connectivity services and inform Customer of the existence of outages or problems with those third-party provided services.

4.1.6.2 **SD WAN Management and Software Defined Secure Branch Service Description.** Verizon proactively monitors all Managed Devices certified for use with SD WAN Management and Software Defined Secure Branch, up to the host controller for such Managed Devices.

(a) **SD WAN Management (For select Managed Devices with Cisco SD WAN Software).** With SD WAN Management, Verizon monitors traffic performance based on flexible Customer-established policies that classify traffic into application categories and define minimum requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred network paths.

(b) **Software Defined Secure Branch (For select Managed Devices with Versa or Fortinet Software).** Verizon will provide programmable, rules-based WAN routing services, optional security services, and centralized management. Not all functions and options listed below are available for all Third Party software. This feature maps Customer application traffic over the Customer Network in accordance with Customer defined routing policies which can be updated by Customer. Policies are customizable on an application-by-application basis. Customer may request a list of the features included in each Third Party package by contacting Customer's account manager. Available functions as part of this feature are based on Third Party license capabilities and Verizon support capabilities, and may include the options below:

- **Routing.** Enables basic routing capabilities with support for common routing protocols.

- **Software Defined Networking Function.** Monitors network performance for each relevant pair of source and destination sites and sends traffic onto those paths that best meet Customer's policies.
  - **Centralized enforcement of access control and network policies.** Changes to the policy will be applied across the Customer Network automatically.
  - **Encrypted Control and Data Traffic.** The traffic can be encrypted end to end for additional protection of Customer Data as it traverses the Customer Network.
  - **Security Function.** Based on the vendor license and operating system and upon Customer's order, Verizon will provide security functions that may include layer 4 firewall, next generation (layer 7) firewall, intrusion detection, anti-virus and content filtering features.
- (c) **SD WAN Management with WAN Optimization (For select Managed Devices with Silver Peak SD WAN Software).** Verizon provides programmable, rules-based WAN routing services and centralized management with optional WAN optimization. The SD WAN routing maps Customer application traffic over the Customer Network in accordance with Customer defined routing policies that can be customized on an application-by-application basis. Verizon will update routing policies upon Customer request. Customer may request a list of the features included in SD WAN Management with WAN Optimization by contacting Customer's Verizon account manager. Available options as part of this feature are based on vendor capabilities and Verizon support capabilities, and may include the options below:
- **Routing.** The routing function enables basic routing capabilities with support for common routing protocols.
  - **SD WAN Function.** The SD WAN function monitors Customer Network performance for each relevant pair of source and destination sites and sends application traffic onto those paths that best meet Customer's policies. It also allows definition of parameters to prioritize handling of different types of application data through the quality of service (QoS) policy.
  - **Centralized enforcement of access control and network policies.** Any changes to the policy will be applied across the Customer Network automatically. Customer may make a maximum of 2 standard Change Management requests per Customer Network per calendar month.
  - **Encrypted Control and Application Traffic.** The application traffic can be encrypted end to end for additional protection of the data as it traverses the Customer Network.
  - **Security Function.** Verizon will configure Silver Peak supported security functions including zone-based firewall functionality.
  - **WAN Optimization Function.** Verizon will configure WAN Optimization on each Managed Device as set forth in the Order.

4.1.6.3 **Managed Device Enhanced Features.** For certain Managed Devices under Full Management, Verizon can provide, if available, configuration, implementation, administration, monitoring, support, reporting, and installation of manufacturer-provided and/or hardware patch/upgrades for the following features as selected by Customer.

- **Firewall.** Verizon will manage Customer-selectable zones (e.g. external or untrusted, internal or trusted, DMZ), firewall policies, and firewall rule sets between all zones.
- **Content Filtering.** Verizon will configure Content Filtering to interface with Customer's Websense server based on information provided by Customer. Customer can use that server, and/or a back up list of up to 25 URL filters, to control web-based content accessed by end users.
- **Switching (For LAN Module on a Managed Device).** Verizon provides additional LAN Ports on the Managed Device. Verizon monitors the LAN module generally, but not individual Ports.
- **Encryption.** Where available and permitted, Verizon will encrypt Customer data traffic between Managed Devices on the Verizon PIP network. Customer will provide at least two additional Managed Devices with the Encryption feature to act as key servers. If circumstances arise that cause the Encryption feature to fail and prevent communication to and from that Managed Device, Customer will notify Verizon.

- **WAN Acceleration.** Verizon will optimize traffic using compression, caching protocol optimization where other Customer Sites on the Customer Network have compatible application optimization devices.
- **Wireless LAN Controller Management.** Verizon will configure the Managed Device to provide Wireless LAN controller management capabilities for Customer Sites with compatible access point equipment.
- **Lightweight Access Point Management.** Verizon will configure the Managed Device with embedded Access Point functionality such that it will interoperate with Verizon Managed Wireless LAN service.
- **IPSec Tunneling.** Available on certain Managed Devices, Verizon enables the tunneling and encryption of Customer data traffic between two Managed Devices. Enabling this feature on a remote Managed Device is dependent on the same feature being enabled on a separate Customer Managed Device, typically located at the Customer Site designated as the hub.
- **Wireless LAN Access Point.** Verizon will configure the Managed Device as a wireless access point so long as at least one other site or Managed Device in the Customer Network has a compatible Wireless LAN Controller.
- **Virtual Blade Management.** For Customers who purchase Virtual Network Services, Verizon can manage the blade on certain Managed Devices that support additional hardware used to host Virtual Machines (VMs) running Virtual Network Services.
- **Virtual Host Management.** For Virtual Network Services customers, Virtual Host Management supports universal CPE hardware (uCPE) deployed to the Customer Site. This hardware device is used to host VMs running Virtual Network Services. Virtual Host Management covers the uCPE device only, and does not cover any Virtual Network Functions hosted on that uCPE.
- **Managed VoIP Services including Voice Gateway, Analog VoIP Gateway, and Multi-Service IP-to-IP Gateway.** Verizon will manage VoIP CPE elements (not VoIP Service devices such as phones) at the same management level as the related Managed Devices. Certain Customer roles and responsibilities for the underlying VoIP Service may be impacted by Managed VoIP Services. Verizon will work with Customer to address such impacts.
- **Application Aware Routing (For select Cisco Managed Devices).** Verizon monitors traffic performance based on flexible Customer-established policies, that classify its traffic into categories to the granularity of applications, and define minimal requirements for loss, delay, and jitter per traffic or application group, such that application traffic can be routed over the preferred network paths as defined by the Customer.
- **Virtual Host Management.** Virtual Host Management supports a uCPE device deployed to Customer's premises. This hardware device is used to host VMs running Virtual Network Services (which may also be referred to as "Virtual Network Functions") which include Security and WAN Services. Virtual Host Management covers the uCPE device only, and does not cover any Virtual Network Functions hosted on that uCPE. For Virtual Network Functions, Customer must order Virtual Network Services.
- **Cloud Security Services.** For certain Managed Devices, Verizon will configure and manage the connection from the Managed Device to an external cloud-based security service. Approved security services may be provided by Verizon or third party.
- **Embedded WiFi.** For certain Managed Devices, Verizon will configure and manage WiFi service; WiFi services are standalone and not compatible or interoperable with Managed Wireless LAN service.
- **WAN Back Up.** Verizon configures a Managed Device to support a second access circuit (over separately provided Verizon or third party service) in the event the primary network connection fails. For certain Managed Devices, an embedded LTE modem is available for use to provide an access path for wireless WAN back up applications. For SD WAN Management or Software Defined Secure Branch, the wireless back up path is set up as a path of last resort.
- **Managed WAN Support for PIP Dynamic Network Manager.** This feature is available in either fully automated or semi-automated mode for Managed Devices under Full Management. Under Full Management, Verizon is responsible for updating both PE and CE devices. Verizon will

make changes only to PE devices for Physical and Monitor and Notify management levels; Customer is responsible for any changes to the CE device.

- **CCR Reporting.** This feature enables Customer to access comprehensive daily and ad hoc reporting via the CCR Customer Portal which may aid Customer in accessing the health and performance of Managed Devices under CCR.

#### 4.1.6.4 Guest Access

- Verizon offers two Guest Access options available per Lightweight Access Point or Wi-Fi-enabled Managed Device under Cloud-Controlled Routing: (i) Cisco Meraki, with additional information available at the CCR Customer Portal; and (ii) Purple Wi-Fi, with additional information available at <http://verizon.purplewifi.net/> or other URL provided by Verizon from time to time (the Guest Access Portal). These Guest Access options provide the following functionality:
  - **Mobile Location Analytics (MLA).** This feature enables Customer to choose to (i) capture information broadcast by the wireless devices of guests and end users (collectively, such data is hereinafter referred to as MLA Data); and (ii) use MLA Data for the protection of the Customer Network and marketing purposes.
  - **Content Filtering (Purple Wi-Fi-only).** Customer can block inappropriate content by requesting either a specific category of sites to be blocked or the specific sites. Customer also has the option to limit traffic via bandwidth controls.
- **Notice.** Customers with Guest Access who utilize the MLA feature must display a notice, in a conspicuous location proximate to the area where the MLA data is collected, that at a minimum: (i) identifies Customer as the Data Controller (as defined in applicable law); (ii) describes the type of personal information collected; (iii) describes the purpose(s) for which guests' and end users' personal information is processed; (iv) provides a summary of Customer's privacy practices and/or a link to its privacy policy; (v) describes any third parties to which Customer will disclose the personal information of guests and end users and the countries to which such personal information may be transferred; (vi) explains how guests and end users can contact the privacy officer or other person who is accountable for the Customer's privacy practices and how to access and/or correct their personal information; (vii) explains how such guests and end users can opt out from the collection and processing of their personal information; and (viii) notifies guests and end users that their decision not to opt out constitutes consent to the collection, processing, transfer and use of their personal information. Where the guest or end user is located outside of the United States, the opt out requirement in subclauses (vii) and (viii) above will not apply and instead the notice must: (1) include an "opt-in" click box or other mechanism that guests and end users must check or accept prior to gaining access to the MLA feature; and (2) notify guests and end users that their decision to opt-in constitutes express consent to the collection, processing, transfer and use of their personal information in accordance with the terms described in (i) through (vi) herein.
- **End User License Requirement.** Customer must cause guests to consent to an end user license agreement which states that guests' Wi-Fi-based activity will be monitored and information from such monitoring will be used for protection of the Customer Network, content filtering, and marketing purposes.
- **Indemnity – Guest Access.** Customer will indemnify and hold Verizon harmless from any claims based on the monitoring, capture, storage, use, or sharing of any data collected via Guest Access, including but not limited to claims by a guest or other end user that it did not provide its consent, that a guest or other end user was under the age of thirteen or was not offered a reasonable opportunity to opt-out of the collection of information as required in Guest Access Notice above.
- **Online Content.** With respect to Verizon's provision of optional Guest Access, Customer acknowledges that Verizon does not provide any online content to, or interact with end users or Customer's guests.
- **Children's Online Privacy Protection Act (COPPA) (U.S.-only).** Verizon Managed Services do not provide the tools to obtain the parental consent under the Children's Online Privacy Protection Act (COPPA). To the extent that Customer operates a website or other online service

to which COPPA applies, Customer acknowledges that it will comply with COPPA, including, without limitation, providing notice and obtaining parental consent in accordance with COPPA.

**4.1.6.5 Device Management.** Customer may select from the following types of management for Managed Devices:

- Router Management – Monitor and Notify, Physical and Full Management
- SD WAN Management – Monitor and Notify or Full Management
- Virtual Host Management – Full Management only
- Analog VoIP Gateway – Full Management only
- Satellite Device Management – Monitor and Notify or Full Management
- Cloud-Controlled Routing – Monitor and Notify, Physical and Full Management. To effectively manage the Customer Network, all Customer Sites with Cloud-Controlled management (e.g. CCR) must be at the same service level.
- Software Defined Secure Branch – Monitor and Notify or Full Management

**4.1.6.6 IP Addresses.** Verizon may use secondary IP addressing if Customer is using unregistered IP address space. If secondary IP addressing is not available, Customer must pay reasonable costs for a dedicated management domain or an IP proxy hardware solution.

## **4.2 Virtual Network Services**

**4.2.1 Service Definition.** Virtual Network Services (VNS) provides managed virtual network functions (VNFs) deployed on cloud-based VMs in the Hosted Network Services (HNS) environment, in the public cloud or premise-based VMs on uCPE, subject to availability. Verizon provides management of VNS up to the LAN interface of the VNF.

**4.2.1.1 Replacement of Traditional Network Equipment.** VNS is a suite of VNFs that allows Customer to replace traditional purpose built, appliance-based, network equipment with virtual network services.

**4.2.1.2 Software Based Environment.** VNS operates within a virtual software-based environment rather than the traditional appliance-based network functions, where a single piece of proprietary, purpose-built hardware is associated with each distinct network service. VNS is offered either as a service chained together so that the network traffic passes through the applications in a certain specified order ( e.g. traffic will pass through the firewall before the WAN Optimization service), or it can be separated so that some traffic will be directed to one set of network services, while other traffic will traverse another set. VNS supports both public Internet and MPLS connections in many locations, allowing Customer to access its services in any combination of private and public access.

**4.2.1.3 IP Addresses.** Verizon will designate IP addresses for use with VNS. Customer will not use non-approved IP addressing on VNS. Verizon also reserves the right to use border gateway protocol (BGP) routing when VNS terminates Verizon connectivity.

**4.2.2 Standard Service Features.** Verizon provides the following standard software-based services: Virtual Network Services – Routing, Virtual Network Services – Security, Virtual Network Services – SD – Wan, Virtual Network Services – Software Defined Secure Branch, Virtual Network Services – Sessions Border Controller (SBCaaS), and Virtual Network Services – WAN Optimization.

**4.2.2.1 VNFs.** The VM based configuration provided by Verizon includes orchestration management software, which enables native instantiation, service chaining, and activation of the VNFs. The number and availability of VNFs supported on a given premise-based configuration will be dependent on the mix of VNFs chosen and premise-based configuration. Verizon will define the final determination of the supported combinations of VNFs and VM sizing according to Customer's requirements. Delivery of VNS includes both the initial configuration and deployment of the





requested VNF on either the premise-based VM or the HNS environment as well as continuous operation of those services in accordance with the terms set forth herein.

4.2.2.2 **Access Technology and Interfaces.** The following access technologies are currently supported by Verizon VNS:

- All Ethernet types
- The following LAN Interfaces by the premise-based VM:
  - 100Base-TX
  - 100Base-FX
  - 1000Base-T
  - 1000Base-LX
  - 1000Base-SX
  - 10G-LR

4.2.2.3 **Feature Package.** Each VNF may be available in up to three feature packages: Essential, Core, and Complete. Details regarding Customer’s package will be set out in the Order.

- **Essential.** Essential provides functionality common within the industry.
- **Core.** Core provides additional functionality.
- **Complete.** Complete provides all the services that the Third Party makes available.

4.2.2.4 **Service Sizing.** Once a feature package is chosen, Customer will then choose the service size based on the transfer rate of the associated network connection(s), the number of maximum connections allowed or maximum number of concurrent calls, dependent on the VNF service chosen. The sizing options are specified in the table below. The choice of feature packages and the service sizing are independent selections. Verizon will work with Customer to select the most appropriate combination of feature package and sizing based on Customer’s specific requirements.

Service Feature	Capacity Unit	Extra-Small	Small	Medium	Large	X-Large	XX-Large
Routing	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	Up to 2000
Security	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	Up to 2000
SBCaaS	Max Concurrent Calls	N/A	Up to 250	Up to 1000	Up to 5000	N/A	N/A
WAN Optimization – Riverbed	Max Connections	200	500	1000	2000	5000	N/A
SDWAN	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	N/A
Software Defined Secure Branch	Bandwidth (Mbps)	Up to 10	Up to 20	Up to 50	Up to 100	Up to 1000	N/A

4.2.2.5 **Virtual Network Services – Routing.** Verizon will provide the following routing functions based on the feature package chosen:

- **Routing Services.** Management of virtualized routers that provide routing capabilities for traffic traversing MPLS, Internet, or wireless circuits.
- **IP SEC VPN.** The provision of IP Sec VPN, a protocol suite for secure IP communications which authenticates and encrypts each IP packet of a communication session, utilizing a set of security protocols at the network or packet processing layer of network communications.

4.2.2.6 **Virtual Network Services – Security.** Verizon will provide security functions including firewalls to establish a barrier between a trusted, secure network and another unsecure network, such as the Internet. Some additional security functions that available:

- **Data Loss Prevention (DLP).** DLP utilizes business rules to classify and protect confidential and critical information to prevent access by unauthorized end users.
- **Threat Prevention.** Threat Prevention protects Customer from malware and fraud that may be found in links in emails or IMs, or malware attachments on servers that access the internet.
- **Distributed Denial of Service (DDOS).** DDOS helps prevent distributed denial of service attacks.
- **Intrusion Detection Services (IDS).** IDS is a security management system for networks that analyzes information from various areas within a network to identify possible security breaches, which include both intrusions (attacks from outside the organization) and misuse (attacks from within the organization).
- **Intrusion Prevention Services (IPS).** IPS monitors the Customer Network activities for malicious activity and blocks such activity when identified.
- **URL/Web Filtering.** URL or Web Filtering helps Customer to prevent computer users from viewing inappropriate web sites or content, or to prevent access of known malware hosts, checking the origin or content of a web page against a set of rules provided by Customer and the Third Party security provider.
- **Antispam.** Antispam detects e-mail messages that are unsolicited advertisements, *i.e.* spam, and divert the messages to a spam folder (junk mailbox).
- **Antivirus.** Antivirus detects and removes malicious software through an antivirus engine that is frequently updated as new threats emerge.
- **IP Sec VPN.** IP Sec VPN provides a protocol suite for secure IP communications by authenticating and encrypting each IP packet of a communication session, utilizing a set of security protocols at the network or packet processing layer of network communications.

4.2.2.7 **Virtual Network Services – SD WAN.** Verizon provides intelligent and programmable, rules-based WAN routing services, centralized management, and integration through APIs. This Service Feature maps Customer application traffic over any combination of the internet, wireless or MPLS networks in accordance with Customer defined routing policies. Policies are customizable on an application-by-application basis. As network conditions shift, real-time automated and manual route changes enable Customer traffic to be delivered over the best available connectivity for each application. Additional features that may be available are as follows:

- **Application Aware Routing (AAR).** Verizon will provide AAR which is intended to overcome the limitations of a Customer Site connected to more than one network with respect to routing metrics. AAR allows for flexible utilization of all available network capacity attached to a Customer Site. Customer can establish policies that classify its traffic into categories to the granularity of applications, and define minimal requirements for loss, delay, and jitter per traffic class. AAR also will monitor network performance for each relevant pair of source and destination sites and send traffic onto those paths that best meet Customer's policies. If network conditions change and such policies cannot be enforced, AAR dynamically rearranges how application traffic is distributed across the available traffic paths in the background, so that an end user will not experience application level performance outside the boundaries set by the policies to the extent that there is enough bandwidth for the traffic.
- **Centralized enforcement of access control and network policies.** Any changes to a policy will be applied across the Customer Network automatically.

4.2.2.8 **Virtual Network Services – WAN Optimization.** Verizon will provide functions which enhance the performance of Customer Network WAN connectivity, through both network packet and application aware optimization. Additional features which may be available are as follows:

- **Application Streamlining and Optimization.** Application streamlining isolates much of chatty application protocol traffic to the LAN instead of the WAN in order to minimize latency.

- **Compression.** Compression relies on data patterns that can be represented more efficiently and are applied on-the-fly to data passing through hardware or VMs.
- **Data Streamlining.** Data streamlining includes the de-duplication of data such that 16 byte data references can replace words and even full documents to minimize resending redundant data.
- **TCP Acceleration/Transport Streamlining.** TCP Acceleration/Transport streamlining optimizes TCP data packet sizes and reduces the number of round trips data takes.

4.2.2.9 **Virtual Network Services – Software Defined Secure Branch.** Verizon will provide programmable, rules-based WAN routing services, optional security services, centralized management, and integration through APIs. This feature is installed on premises or in the HNS environment, or both, and maps Customer application traffic over Customer Network in accordance with Customer defined routing policies which can be updated by Customer either manually or on an automated basis. Policies are customizable on an application-by-application basis. Available services as part of this feature are as follows:

- **Application Aware Routing Function.** Network performance is monitored for each relevant pair of source and destination sites and sends traffic onto those paths that best meet Customer's policies.
- **Centralized enforcement of access control and network policies.** Any changes to the policy will be applied across the Customer Network automatically.
- **Encrypted Control and Data Traffic.** The traffic can be encrypted end to end for additional protection of the data as it traverses the Customer Network.
- **Security Function.** Based on the vendor license and operating system and upon Customer's order, Verizon will provide security functions that may include layer 4 firewall, next generation (layer 7) firewall, intrusion detection, anti-virus and content filtering features. Security functions are only available with Core and Complete service levels.

4.2.2.10 **Virtual Network Services – Sessions Border Control (VNS - SBCaaS).** Verizon will provide security for VoIP traffic. In addition to VoIP, VNS - SBCaaS includes features that Customer may use for protocol interworking, quality of service (QoS) measurement and enhancement. The VNS – SBCaaS will be supported on the HNS environment. VNS - SBCaaS includes call routing. Additional features which may be available are as follows:

- **Basic Call Routing Engine.** Call routing based on called and calling party, trunk groups, codec filtering and Call Route Prioritization.
- **Advanced Call Routing.** Support for advanced routing features including routing based on, SIP username/URL routing, route prioritization including time of day, day of week, call screening and blocking.
- **Signaling Services –** Support for industry standard signaling protocols, such as SIP, SIP I/T and H.323 in addition to protocol interworking.
- **Media Services –** Border-based media control services such as, Network Address Translation (NAT) and Network Address Port Translation (NAPT) traversal, media anchoring, transcoding, DTMF detection and insertion.
- **Security –** Network protection including session aware firewall functionality, denial of service (DoS) and Distributed Denial of Service (DDoS) protection, topology hiding, rogue RTP protection, Malformed packet protection, media encryption (SRTP) and Signaling encryption (IPsec, TLS).
- **QoS –** Quality of Service network and prioritization policies including Bandwidth Management, Type of Service (ToS) Packet Marking, and Call Admission Control.

4.2.3 **Monitor Management Level (Monitor).** Verizon will monitor feature packages bundled with Full Management of the uCPE as described and supported under the Managed WAN section. Monitor Management provides notifications of VNF service outages only. Customer will be responsible for all policies, patching and updating of the VNF software.

4.2.4 **VNF Full Service Management.** Verizon will provide management for each VNF and this will be bundled with Full Management of the uCPE Device as described under the Managed WAN section above. If VNS is hosted in the HNS environment, the HNS hardware and systems are part of the VNS Service and do not require Managed WAN services to be purchased separately. VNS Full Service Management includes the following:

- **Monitoring and Management.** Verizon provides proactive monitoring of all Managed VNFs. Verizon will monitor the Managed VNFs via use of the simple network management protocol (SNMP) and internet control message protocol (ICMP commonly called a “ping”) for status and error conditions (e.g. SNMP trap messages). If a problem is software-related, Verizon will remotely bring the Managed VNF back to operational condition. Management of Managed VNFs includes management of applicable software licenses that may be configured on Managed VNFs.
- **Notification.** Verizon provides fault notification for the Managed VNFs. Verizon will create a Trouble Ticket and attempt to notify Customer’s designated point of contact via e-mail or automated phone message within 15 minutes of Verizon’s determination of a Managed VNF or transport failure. Following the creation of a Trouble Ticket, Verizon will i) if the fault is due to a Verizon connectivity service, troubleshoot the data networking circuit until the problem has been verified as fixed and the ticket will then be closed, or ii) if the fault is due to causes other than a Verizon connectivity service, inform Customer of the fault and upon resolution by Customer, the ticket will be closed.
- **VNS Customer Portal.** Customer will have access to a VNS Customer Portal access via the VEC. Customer is limited to 10 user accounts and is responsible for ensuring that all users understand and comply with Verizon’s confidentiality requirements.
- **Change Management Activities.** Certain change management activities shown on the VNS Customer Portal as Standard Change Management are provided at no additional charge.
- **Managed VNF Enhanced Features.** The features are provided as an embedded operating service feature at no additional charge. Verizon will provide relevant software patches and upgrades as provided by the Managed VNF manufacturer from time to time for installation during a scheduled maintenance period.
  - **Managed VNS Support for Dynamic Bandwidth Feature.** When Customer places an Order for Verizon PIP dynamic bandwidth Customer Portal, changes to the CE router are manually made by Verizon with concurrent changes to the PE router. Verizon’s objective for completion of the CE changes is 72 hours from Customer’s placement of the Order. Semi-automated support provided subject to the following:
    - Only one change per Business Day per CE router is permitted.
    - Not more than four changes per month per CE router are permitted.
    - Changes can only be submitted Sunday 12:01 PM Eastern United States time through Friday 5:00 PM Eastern United States time.
    - Not more than five changes per Business Day per Customer Network are permitted.
    - The dynamic bandwidth schedule change feature is not available.
    - The Verizon PIP add or remove Enhanced Traffic Management (ETM) feature is not available.

## 5. CUSTOMER PREMISES EQUIPMENT (CPE) AND RELATED SERVICES

5.1 **Service Definition.** As set forth in Customer’s Order, Verizon will provide Customer CPE and CPE Services including: a) either title to, or use of, CPE, b) license for use of Software, c) deployment of CPE, Software, or Customer furnished equipment (CFE) or d) maintenance for CPE, Software, or CFE, subject to availability. Title to, or use of, CPE plus the license to use the associated Software are collectively a “System”.

5.2 **Title and Use of Systems.** Verizon may provide a System to Customer via: a) purchase b) a monthly recurring plan (MRP) basis for use by the Customer or c) a Direct Third Party Arrangement.

5.2.1 **Purchase.** Where a System is purchased, Verizon will provide Customer title to hardware and license to related Software. Verizon keeps title until fully paid, at which point title passes to Customer.



Customer shall not give anyone else other than a Customer Affiliate, a security interest in the System, or allow a lien to be placed on it, until Customer has paid Verizon in full. As between Verizon and Customer, Verizon retains all right, title and interest in and to all Software provided by Verizon. For Systems to which Customer holds title, upon replacement, Customer will hold title to the exchanged System or part thereof and Verizon will hold title to the replaced System or the part of a System that was replaced.

5.2.2 **MRP.** Verizon provides Customer use of hardware and a license for its Software and Customer does not have title to the System or any of its sub-elements. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System. Customer will not: (a) assign, transfer or otherwise dispose of any System or its individual elements, or any right or obligation relating to the System and/or CPE Services, (b) provide a right of use of any of the System and/or CPE Services to any other person, or (c) create, incur, or permit to exist any security interest, lien or encumbrance with respect to any MRP System.

5.2.3 **Direct Third Party Arrangement.** Where Customer has entered into a separate financing arrangement with a third party to purchase a System, Verizon may agree to accept payments from that third party on Customer's behalf. (Direct Third Party Arrangement). Customer remains responsible to Verizon for payment and other obligations under these Service Terms if they are not fully satisfied by the third party. Verizon will keep title until the System is fully paid, then title shall pass to Customer's third party finance company where the System is purchased and delivered within the same jurisdiction. For other Direct Third Party Arrangement transactions, title passes to the third party finance company at the designated delivery point.

5.3 **Deployment Services.** Verizon provides staging, installation, move/add/change, de-installation, and/or custom services ordered by Customer. Verizon provides Deployment services during Business Hours.

5.3.1 **Standard Deployment Features.** Verizon will stage and then ship the System to the Customer Site(s). Verizon will unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system updates, apply Customer-provided asset tags, power-up test, repackage, and ship (as applicable). Verizon will configure the System as requested by Customer.

#### 5.3.2 **Optional Deployment Features**

(a) **Installation.** Verizon will install the System at the Customer Site(s), verify System power-up and operation of network interfaces. Verizon will install Service Equipment. Verizon will also perform on-Site tests to ensure management applications are properly applied and operational.

(b) **Move, Add, Change (MAC)**

- **Move.** Verizon will de-install applicable equipment designated by Customer from the designated Customer Site and then install the same equipment in the newly designated Customer Site within the same building, as shown in the applicable Order. Customer will provide packaging to protect the equipment to be moved.
- **Add.** Verizon will install the System at the Customer Site.
- **Change.** Verizon will deliver the System components required to implement Customer's requested change to the Customer Site.

(c) **De-installation.** Verizon will power down and pack equipment in Customer-provided packaging. Premises cables will be left in place.

(d) **Custom.** Custom Deployment Services not included as a part of the standard may be provided as described in a statement of work (SOW) mutually agreed to by the parties.

(e) **Customer-Furnished Equipment.** Verizon will provide Deployment services for approved Managed Devices that were originally furnished by the Customer. Such Managed Devices shall also be treated as a System for that purpose.



5.4 **Maintenance Services.** Verizon offers Verizon-branded maintenance as well as maintenance services through Third Parties.

5.4.1 **Verizon-branded Maintenance (Verizon Care).** With Verizon Care, Verizon will repair or replace defective covered Systems. Verizon offers several levels of Verizon Care, as indicated below.

Support Level	Response Time
24 x 7 Onsite	4 hours
8 x 5 Onsite	Next Business Day
8 x 5 Remote	Next Business Day
8 x 5 Remote	Reasonable Efforts

- Verizon will isolate System defects of which it has received notice from Customer.
- Verizon will repair or replace defective Systems or parts as needed.
- Where Systems or parts are replaced, Verizon will use new or like new replacements of like kind and functionality from a manufacturer of Verizon's choice.
- Verizon will restore the System to its prior working condition, except that Verizon will restore software to the last configuration implemented by Verizon, or to a later configuration if provided to Verizon by the Customer.
- Verizon will provide Verizon Care during the period of time that the manufacturer supports the affected System. After that, Verizon will use reasonable efforts to provide Verizon Care until Customer upgrades or replaces the affected System.

5.4.2 **Optional Maintenance Service Feature**

- **Maintenance Reporting (currently Verizon Advanced Care Reporting).** Verizon provides reports which track and inventory Customer Systems.

5.4.3 **Maintenance Coverage.** Customer will confirm with Verizon that Verizon is able to provide Maintenance Service(s) before ordering if: (a) Verizon did not install the equipment or software intended to be covered by maintenance, (b) the equipment or software is out of warranty or out of third party or Verizon-provided maintenance coverage, or (c) Verizon has not provided Maintenance on the equipment or software for more than 60 days. Verizon will notify Customer if Verizon finds the CPE is not in good working order and/or not in compliance with all applicable manufacturer specifications and therefore cannot be under Maintenance Service. Customer may request that Verizon upgrade and/or repair such CPE for an additional cost, as set out in an Order, at Verizon's then current rate, so such CPE can be brought under Maintenance Service. Additionally, Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the System (or the applicable part thereof) for Maintenance Service, or remove it from the Maintenance Service.

5.4.4 **Accrual for Maintenance Services.** Maintenance Services start 30 days after the Activation Date. After the initial maintenance period stated in the Order ends, Verizon will continue to provide that Maintenance Service(s) at the then current rate available with Verizon, unless or until Customer and Verizon agree to a new Order.

5.5 **MRP Terms**

5.5.1 **MRP System Generally.** MRP requires Deployment, Implementation, and Verizon Care or other Maintenance. All moves, modifications, or relocations of a System must be performed or authorized by Verizon. Systems may not be moved across international borders. The Service Commitment for the System under MRP begins upon the Activation Date, as specified in the Order.

- 5.5.2 **Event of Loss.** Customer will promptly notify Verizon in writing if any part of the System becomes unfit or unavailable for use due to an Event of Loss. Customer may within 60 days of an Event of Loss a) choose to repair or restore the System to the condition it had prior to the Event of Loss, b) replace the System with Like Equipment, or if 60 days have passed, c) pay the System Casualty Value as of the date of the Event of Loss and title to such System will pass to Customer upon such payment.
- 5.5.3 **MRP Early Termination.** Notwithstanding any other provision in the Agreement, if Customer terminates MRP early for any reason (including without limitation a Force Majeure Event) except for Cause, or if Verizon terminates for Cause, Customer will: (a) pay to Verizon an amount equal to the aggregate of all remaining monthly recurring charges (MRC) as set forth in the Order from the date of termination through the end of the Service Commitment; and (b) return of the System as provided below. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty. Customer agrees that as between Verizon and Customer Verizon has the right to determine which portion of Customer's MRP charges represents CPE Services (e.g., Maintenance) and which represent the System; this information will be detailed in the Customer's SOF.
- 5.5.4 **Return of Equipment.** Upon any termination of MRP, Customer will return the complete System at its expense, to Verizon or Verizon's designee, a) no later than 15 Business Days after the termination is effective; and b) at the location indicated in writing by Verizon. Failure to return the System within the above time period constitutes termination for Cause. After return, the System will be inspected and certified acceptable for the manufacturer's maintenance service. For any MRP System not in good repair, condition and working order, excluding ordinary wear and tear, Customer will pay Verizon the reasonable expenses incurred by Verizon in bringing the System up to that status, but not in excess of the System Casualty Value.
- 5.6 **Cancellation.** A Customer cancelling any Order or SOW for convenience before the Activation Date is subject to cancellation Charges, based on the stage the CPE Service or System has reached toward the Activation Date, which may include Charges: (a) for all System elements and CPE Services provided up to the date of cancellation; (b) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping Charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Agreement, and (c) a minimum restocking fee of 35% of the price of the System, as shown on the applicable quote, Order for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon. Customer acknowledges that this amount is liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 5.7 **Risk of Loss**
- 5.7.1 **Risk of Loss to a System.** Risk of loss or damage to a System delivered by Verizon or Verizon designee to Customer passes to Customer on the earlier of delivery to the Customer Site, or co-located in Verizon's facilities, or when Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import). Customer will give notice to Verizon if the System is lost or damaged as soon as Customer becomes aware of it.
- 5.7.2 **Risk of Loss to CFE.** Risk of loss or damage to CFE initially passes from Customer to Verizon when delivered to the Verizon-designated location, or Verizon takes shipping responsibility, whichever is earlier. Then, risk of loss or damage to CFE passes back to Customer when delivered by Verizon to the Customer Site or when Customer takes shipping responsibility, whichever is earlier.
- 5.7.3 **CPE or System Manufacturer End of Support.** In the event the manufacturer discontinues all or part of Software or CPE and/or associated support, Verizon will only provide CPE Services on the affected CPE for the period of time that the manufacturer continues to provide support. Verizon will



use reasonable efforts to provide CPE Services on the affected CPE or Software until Customer upgrades or replaces such CPE or Software that has been discontinued. Verizon may in its discretion agree to continue to provide support after the manufacturer discontinues support. Additional Charges for such services may apply as determined by Verizon.

5.8 **Insurance.** For any Systems owned by Verizon, Customer will obtain and maintain: a) commercial general liability insurance in an amount not less than \$2,000,000 per occurrence, with a separate \$4,000,000 annual general aggregate; and b) all risk property insurance against an Event of Loss, for the full replacement cost value of the System without a coinsurance provision, in such form and with such insurers having an A.M. Best rating of at least A - VII or an equivalent rating from a recognized rating agency or, as is otherwise reasonably satisfactory to Verizon. Each insurance policy will waive the subrogation rights of the insurance company against Verizon and name Customer as insured. Additionally for MRP, Verizon and its successors and assigns will be named as additional insureds and loss payees as their interests may appear on a primary and non-contributory basis and the policy shall provide that it may not be cancelled or materially altered to the detriment of Verizon without at least 30 days' prior written notice thereof being given to Verizon. Customer will provide Verizon with a certificate of insurance evidencing the coverage required by these terms.

5.9 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay Verizon the amount of any personal property taxes incurred on the System, if applicable.

#### 5.10 **Third Party Services**

5.10.1 **Service Definition.** With Third Party Services, a Third Party acting as Verizon's subcontractor provides Customer the level of service indicated in the applicable third party service agreement (TPSA) and end user license agreement (EULA), as applicable, collectively Third Party Terms, subject to the general terms of the Agreement.

5.10.2 **Standard Service Features.** When ordering Third Party Services, Customer acknowledges having read, understood and accepted the applicable Third Party Terms which may be amended from time to time. Customer further acknowledges that the Third Party Terms shall govern Customer's use of and access to the relevant Third Party Services, shall be established by Third Party directly between Third Party and Customer, and the Third Party Terms shall not include Verizon as a party. If a Third Party provides notice to Verizon that Customer has breached the Third Party Terms, Verizon reserves the right to terminate the applicable Third Party Service. A partial list of current Third Parties and links to Third Party Terms is provided below; however, these Third Party Terms or the Third Party Terms of additional Third Parties may be provided to Customer by Verizon or Third Party, in an applicable Order, or via the Third Party's website.

- **Cisco Services.** [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions)
- **Juniper Services.** [www.juniper.net/support/guidelines/990216.pdf](http://www.juniper.net/support/guidelines/990216.pdf)
- **Polycom Services.** [www.polycom.com](http://www.polycom.com)
- **Riverbed Services.** [www.riverbed.com/license](http://www.riverbed.com/license)
- **Ribboncommunications.** [www.ribboncommunications.com/](http://www.ribboncommunications.com/)
- **MobileIron.** MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer's premise, or in data center space controlled by a third party, located within the United States.
- **AirWatch.** [www.air-watch.com/downloads/legal/20130815\\_AirWatch\\_EULA.pdf](http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf). The Activation Date of an Order containing AirWatch software represents agreement to license such AirWatch software under the AirWatch EULA. Maintenance and Support is included as part of manufacturer's subscription license plan or at an additional annual fee under a perpetual license model as shown in an Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software.
- **Actifio:** For EULA please see [actifio.com/eula](http://actifio.com/eula). Also for TSPA see [www.actifio.com/resources/actifio-support-and-maintenance-policy/](http://www.actifio.com/resources/actifio-support-and-maintenance-policy/). For Actifio support and





maintenance and [www.actifio.com/resource-center/](http://www.actifio.com/resource-center/) for Actifio hardware, software and services descriptions.

- **iDirect**
- **SecureLogix Corp:** [www.securelogix.com/services](http://www.securelogix.com/services)

**5.10.3 Third Party Services Disclaimer.** Unless otherwise provided in the terms of a SOF, SOW or elsewhere in the Contract, Verizon provides no warranties, guarantees or assurances of quality for Third Party Services. Customer will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance issues solely from the Third Party and Verizon will assist Customer in accordance the obligations set forth in the selected service management level. Further, any Customer requirements limiting the offshoring of data or resources with respect to Third Party Services shall be agreed to directly between the Third Party and Customer in connection with the applicable Third Party Services. (For the avoidance of doubt, any such restrictions in the Customer's master agreement with Verizon are not applicable to Third Party Services.)

**5.10.4 Third Party Service Warranties.** Customer acknowledges that it is not relying on any representations or warranties made by a Third Party Vendor except for those warranties expressly made in a EULA, if applicable to Customer.

## **5.11 System Export Terms**

**5.11.1 Purchase and Direct Third Party Arrangement.** Where a System is purchased and delivered within the same jurisdiction, delivery will be FOB Destination, freight paid and added to the invoice. Where a System is purchased locally, but delivered from another jurisdiction, provided Verizon has a legal presence that can serve as importer of record, delivery will be DDP. Otherwise, in all other circumstances, delivery will be DAP.

**5.11.2 MRP.** Provided Verizon has a legal presence and serves as importer of record, System delivery to Customer Sites will be DDP. Otherwise, delivery will be DAP.

**5.11.3** Where the delivery term is DAP, Customer will act as importer of Record and pay all import duties, fees, and taxes, if any, using Customer's Tax Registration Number. As importer of record, Customer may be subject to the obligations placed on 'Producers' under the Waste Electrical and Electronic Equipment Directive 2002/96/EC or similar local directives or regulations. Where the delivery term is DDP, Verizon will act as importer of record, and pay all applicable import duties, fees, and taxes.

## **5.12 CPE Export, Import and Sanctions Compliance**

**5.12.1 Compliance Obligations.** Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under this Service Attachment, in particular Customer commits not to:

- export, re-export, transfer or retransfer the System and/or maintenance or deployment without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.
- conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.

**5.12.2 CPE for End-Use in China, Russia and Venezuela.** Without limiting the foregoing or its obligations to comply with applicable export law, Customer specifically represents that the CPE and/or System will not be used by a military end-user or for a military or any other prohibited end-use, as defined by the US Export Administration Regulations, in China, Russia or Venezuela.

## **5.13 Warranty**

5.13.1 **CPE Maintenance and Deployment.** Verizon warrants it will perform the CPE maintenance or deployment (excluding Third Party Services) under this Service Attachment in a good and workmanlike manner. Customer's remedy for a breach of this warranty is for Verizon to re-perform the defective work and any Service Credits due under the applicable SLA. Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of 30 days after installation unless the failure of the cables and connectors is caused by Customer's misuse or abuse. These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.

5.13.2 **Systems.** Verizon will transfer or pass through to Customer the benefit of any and all manufacturer warranties capable of being transferred or passed through on the same terms as offered by the manufacturers. In China where a manufacturer may be required to obtain licenses and permits for equipment, Verizon does not warrant that the manufacturer has obtained all relevant licenses and permits for the provision of the System. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, Customer may contact the manufacturer directly for their warranty policy.

5.13.3 **MRP Systems.** For MRP, Verizon or its assignee makes no warranty or representation, express or implied, including but not limited to fitness for a particular purpose, merchantability, quality, design, condition, capacity, suitability or performance of the System, the material and workmanship thereof or as to intellectual property rights, it being agreed that all such risks as between Verizon and Customer are to be borne by Customer alone and at Customer's expense. To the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a lessee under section 2a-508 through 2a-522 of the United States Uniform Commercial Code or similar provisions under another commercial code or statute.

## 6. CUSTOMER RESPONSIBILITIES FOR MANAGED GLOBAL NETWORK

### 6.1 General Customer Responsibilities

- **Customer Network.** Unless otherwise specified in the Agreement, Customer shall be responsible for obtaining, installing, inter-connecting, and maintaining all equipment, necessary for inter-connection with the Customer Network or otherwise for use in conjunction with Managed Global Network.
- **Forms.** Customer will comply with any instructions given by or on behalf of Verizon, including providing complete and accurate information to Verizon regarding the Customer Network. Where the Third Party or Verizon requires certain forms to be signed to process an Order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly or, if permitted by the Third Party, Customer authorizes Verizon as Customer's agent to sign such forms on Customer's behalf.
- **Toll Bypass.** The Parties will not use Managed Global Network to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where Managed Global Network is used.
- **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions for VoIP transmission over the network. Customer shall comply with such regulations, as applicable.
- **Customer Equipment.** Except as otherwise set forth in the CDD or this Agreement, Customer is responsible for providing necessary Customer Equipment to connect the Customer Network to the Service Equipment and will work with Verizon to ensure that such Customer Equipment is fully compatible with the Service Equipment.
- **Installation, Implementation and Maintenance Support.** Except as otherwise provided in the Agreement, Customer will provide the following support to enable Verizon to complete installation implementation and maintenance activities:

- Customer shall (i) grant or shall procure the grant to Verizon of such rights of entry to each Customer Site, including any necessary licenses, waivers and consents and (ii) respond promptly to notice from Verizon requiring Customer action, such as to coordinate Verizon entry to Customer Site needed for a change in facilities at a mutually convenient time within 30 days of such notice from Verizon.
- Provide Managed Device interconnection requirements, non-Verizon facilities and permits.
- Provide space and power for Verizon terminating equipment if required to deliver service.
- Ensure all facilities and internal cabling connect the Customer Site to the Demarcation point.
- Provide notice to Verizon of the existence and location of wiring or any other risk factors at the Customer Site which may affect installation.
- Remove existing equipment that may in Verizon's discretion interfere with provision of Managed Global Network.
- Ensure that there is no presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) or hazardous conditions at any Customer Site. Ensure conformance with any applicable codes, regulations, and laws, including but not limited to, electrical, building, safety, and health. If Verizon representatives encounter hazardous substance or condition, Verizon may immediately suspend performance of Services and Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate for Cause.
- Provide licensed copies of operating system and applications software.
- Install or re-install software not provided by Verizon. Customer has all responsibility for such software (e.g., charges and license fees, version level maintenance and upgrade, resolution of problems, etc.)
- Control all activities associated with Customer Equipment, including without limitation, changes, additions, or deletions of devices made by any non-Verizon technicians;
- Properly dispose of, or in the European Union return to Verizon for disposal, all decommissioned equipment in accordance as instructed by Verizon and in accordance with applicable law.
- Maintain backup copies of the original software, current platform configurations, and operating system and make copies available to Verizon when requested to aid in trouble shooting or issue resolution.
- **Customer Initiated Site Changes.** Customer shall notify Verizon via a Change Order of any change at a Customer Site affecting Managed Global Network (e.g., powering down the Customer Site, Managed Device, Network Terminating Unit (NTU), resetting equipment, or re-cabling).
- **Detected Failures.** Customer will report failures it detects and provide any related information to the appropriate Verizon Customer service contact.

## 6.2 Customer Responsibilities for Managed Devices

- **Physical Verification of Managed Devices.** Upon Verizon's request, Customer will reboot the Managed Devices, provide the LED light statuses of any third party telecommunications provider NTU where applicable, verify equipment power, verify if all cables are securely connected, and insert a loopback plug.
- **Accessing Managed Devices.** Unless otherwise directed or allowed by Verizon, Customer shall not access, configure, amend, modify, repair or remove Managed Devices. Customer grants to Verizon all access rights to Managed Devices as required to provide Managed Global Network.
- **In Band Access.** Customer must:
  - not add, move or remove devices, licenses or administrators to or from the applicable Customer Portal, in order to ensure that devices, licenses and administrators are those provisioned by Verizon, and shall not modify the administrators that are used for the provisioning and fault monitoring interface with Verizon's systems. At all times, Verizon must have write administrative access to Managed Devices for provisioning and management through the applicable Customer Portal.

- for Managed Devices under Physical Management, provide Verizon read access to the Managed Device configuration, and maintain any software licenses associated with Managed Devices. Customer will provide Verizon the Simple Network Management Protocol (SNMP) read/write community string to any Managed Device whose configuration it wants Verizon to automatically back up.
- **Out of Band Access (OOB).** If required by Verizon, Customer will provide OOB Access to each Managed Device over a separate PSTN line (Analog OOB) or wireless connection (Wireless OOB). Customer will not interfere with OOB Access or use it for any other purpose than enabling OOB management by Verizon. Disconnecting OOB Access voids any applicable SLAs. For Customer Sites with two or more circuits, Customer may utilize the alternate circuit or Wireless Back Up options where the alternate circuit or wireless back up is used in lieu of either Analog OOB or Wireless OOB for inline management access to the Managed Devices, either connecting into two separate Managed Devices or into a single Managed Device. Verizon also offers the No OOB option to Customers that do not have OOB Access or back up access.
- **Change Management Request.** Customer will notify Verizon via Customer Maintenance Change Management Request via the VEC of any Customer maintenance that may affect Managed Devices.
- **Wireless Signal.** Where wireless primary or back up is needed for inline management access, Customer will ensure wireless connection is installed prior to ordering the relevant Service or feature. Wireless network coverage may affect the availability and performance of Managed Global Network.
- **PSTN Line Disconnection.** Upon termination of Managed Global Network for whatever reason, it is Customer's responsibility to disconnect the PSTN lines at Customer Sites where Customer has provisioned the lines.
- **Managed VoIP.** Customer will do the following for Managed VoIP:
  - **Configuration Requests.** Confirm configuration of its active Managed VoIP is consistent with its preferences.
  - **PSTN Lines.** Arrange for the purchase and installation of any PSTN lines for its Verizon or third party VoIP design.
  - **Feature Changes.** Make feature changes at the user or administrator level (e.g., setting up call forwarding for a phone or establishing an auto-attendant) through the VEC.
  - **IP Phone and PBX Changes.** Make IP phone and IP PBX configuration changes (unless Customer is subscribed to Verizon Managed IP PBX Service).
  - **Server Support.** Implement and maintain a server (e.g., for Cisco, a TFTP [trivial file transfer protocol] server) for IP phone configuration support.

### 6.3 Customer Responsibilities for Access Services

- **Customer Provided Carrier Facility Assignment (US Only).** Where Access is provided to a Customer-provided Carrier Facility Assignment (CFA), Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.
- **Abuse or Fraudulent Use of SIM Cards.** Customer will use the SIM cards provisioned by Verizon in connection with Access only for Access.

### 6.4 Customer Responsibilities for PIP Interconnect

- **Ordering PIP-I Ports.** Customer may order PIP-I Ports only with an assignment to an existing or new PIP VPN name.
- **Ordering Multiple PIP-I Ports.** Each PIP-I Connection can be used with multiple PIP-I Ports, but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the PIP-I service.
- **Restriction on use of PIP-I with Existing Customers of Verizon.** Customer will not connect a PIP-I Port to a Port on Verizon's MPLS network that is provisioned by Verizon to an existing customer of Verizon.

- **Cross-Connection.** With PIP Port only, Verizon provides a cross-connection to a Verizon IP hub if Customer is located in the same building as the IP hub.
- **Disconnection.** Customer shall ensure no PIP-I Ports are active prior to disconnect request or the request will not be processed by Verizon.

## 6.5 **Customer Responsibilities for CPE and Related Services**

- Customer is responsible for: (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data) or any cause other than normal use of the System; (ii) damage caused by Customer, Customer facilities, or (iii) use of the System with any other device or system not supplied or approved by Verizon, or any use of any part of the System in a manner not recommended by a manufacturer.
- With respect to Maintenance Services, Customer will:
  - Allow Verizon to inspect, test, repair, and replace System(s), including suspending normal operations of the System to test, repair, and replace CPE as needed. Verizon will use reasonable efforts to minimize the impact of its work on the Customer Network.
  - Notify Verizon immediately in writing of any material modifications made to the Customer Network via a Change Order.

## 7. **COUNTRY SPECIFIC LIMITATIONS**

### 7.1 **General**

7.1.1 **Turkey - Use Restrictions.** Access to the public internet in Turkey is only permitted via a locally licensed provider to ensure all such access is compliant with local laws including blocking orders issued by the Turkish government prohibiting access to thousands of sites on the Worldwide Web. The use by Customer, or any of its users, of any of the Services to facilitate access to content, applications, and services on the public internet, including without limitation, anything on the Worldwide Web, Usenet, any IP address hosted on the public internet, and social media such as Twitter and Facebook from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying all users of Services in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of the relevant Services by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer is responsible for any fines, penalties, losses, damages, costs or expenses incurred by Verizon due to Customer's violation of such prohibition.

7.1.2 **Italy – Civil Code Acknowledgment.** The Parties expressly acknowledge that the clauses of this Service Attachment have been carefully assessed and/or negotiated by the Parties, pursuant to articles 1341 and following of the Italian civil code.

7.1.3 **United States - Health Care Information and Compliance.** Customer agrees not to cause, or otherwise request that Verizon create, receive, maintain or transmit protected health information (as defined under United States law at 45 C.F.R. § 160.103) for or on behalf of Customer in connection with any service related to Managed Global Network or in any manner that would make Verizon a business associate (as defined under United States law at 45 C.F.R. § 160.103) to Customer. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this clause.

### 7.2 **Access**

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



Customer violates this use requirement, Verizon may terminate the Access or take other appropriate action to meet its legal and regulatory obligations.

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

7.2.3 **Australia.** Where Customer orders Access for delivery to a location in Australia, Customer shall, where relevant, comply with these additional terms and conditions: [http://www.verizon.com/business/service\\_guide/reg/additional-terms-australia-customers.pdf](http://www.verizon.com/business/service_guide/reg/additional-terms-australia-customers.pdf). Customer is hereby notified that Verizon is not permitted to modify these terms and this is not allowed to enter into any required contracts on the Customer’s behalf.

7.3 **PIP - Provisioning Entities in China.** In the event of regulatory changes in China affecting Verizon’s ability to provide the domestic portion of PIP through its current local Third Party supplier, Verizon may terminate PIP without liability, or transition its provision of PIP to Customer via a different local Third Party supplier at a price to be agreed between the Parties.

#### 7.4 **Systems and CPE Services**

7.4.1 **Greece.** For CPE Services and Systems provided in Greece, Verizon bears the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force.

7.4.2 **Turkey.** No provision in the Agreement granting to Verizon a post-transfer retention of title in a System applies where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title passes to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

#### 7.4.3 **Poland**

7.4.3.1 Notwithstanding any terms to the contrary, for CPE Services and Systems provided in Poland, certain terms in the following clauses are revised as follows:

- Clause 5.5.10.4 - With regard to System Casualty Value, the present value of all remaining MRC for the System, or affected element, from the date of the Event of Loss through the end of the Financing Service Commitment discounted at an annual rate of 3%.
- Clause 5.5.10.6 - Customer will pay (i) pay to Verizon an amount equal to the aggregate of all remaining MRC as set forth in the Service Order from the date of termination through the end of the Financing Service Commitment discounted at an annual rate of 3%.

7.4.3.2 **Poland - Notification Requirements for Encryption.** When Customer serves as the importer of record for a Verizon-provided System in Poland, Customer is responsible for obtaining all import-related authorizations or permits, including but not limited to, submitting any required “Notification of the Intended Import,” or “Intra-EU Transfer of Dual-Use Items Used for Telecommunications,” or for “Information Security with the Polish Internal Security Agency” (the “Agencja Bezpieczeństwa Wewnętrznego”).

7.4.4 **Germany.** Notwithstanding any terms to the contrary, for CPE Services and Systems provided under German law, certain terms in the following clauses are revised as follows:

- Clause 5.5.8 Service Order Cancellation. The following sentence shall be included into the clause regarding liquidated damages: “Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower.”
- Clause 5.6 “Customer shall be entitled to prove that the actual damage occurred to Verizon may be lower.”



8. **SERVICE LEVEL AGREEMENT.** The service level agreement (SLA) for the Managed Global Network may be found at the following URL: [www.verizon.com/business/service\\_guide/reg/cp\\_mgn\\_plus\\_sla.pdf](http://www.verizon.com/business/service_guide/reg/cp_mgn_plus_sla.pdf)

9. **FINANCIAL TERMS.** Customer will pay the MRCs and NRCs for Managed Global Network as specified below and in the applicable Agreement. The Charges shown herein are in United States dollars with the understanding that Customer will be billed in the invoice currency for the associated Service.

9.1 **Administrative Charges.** The following administrative Charges are applicable to Managed Global Network and the elements comprising Managed Global Network. Administrative Charges will be charged, and Customer will pay, for each service element comprising the Managed Global Network as applicable. Additional administrative Charges (shown as Ancillary Charges) are found in the Master Terms and at the following URL: [www.verizon.com/business/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm)

9.1.1 **Access**

Local Access Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60
Cancellation of Order	Per Circuit	\$800
Expedite in the United States	Per Circuit	\$1,400
Expedite in Canada and France	Per Circuit	\$6,000
Expedite in other countries	Per Circuit	\$3,000
After Hours Installation	Per Circuit	\$600
Pending Order Change	Per Circuit	\$200
Physical Change	Per Circuit	\$200
Service Date Change	Per Circuit	\$100
Bandwidth Reconfiguration	Per Circuit	\$200

9.1.2 **PIP**

PIP Administrative Charge	Charge Instance	Port Type	Speed	NRC
Administrative Change	Per Change	n/a	n/a	\$60
Cancellation of Order	Per Port	n/a	n/a	\$800
Expedite	Per Port	n/a	n/a	\$1,000
Physical Change	Per Order	n/a	n/a	\$200
Reconfiguration	Per Port	Standard Port	64Kbps	\$50
Reconfiguration	Per Port	Standard Port	256Kbps, 512Kbps	\$100
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200
Reconfiguration	Per Port	Standard Port	Above E1	\$600

9.1.3 **Internet Dedicated**

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60
Cancellation of Order	Per Port	\$800
Expedite	Per Port	\$1,000
After Hours Installation	Per Port	\$1,000
Pending Order Change	Per Order	\$60
Physical Change	Per Order	\$60
Reconfiguration	Per Port	\$300

### 9.1.4 Broadband

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60
Cancellation Order	Per Circuit	\$800
After Hours Installation (subject to availability)	Per Circuit	\$1,000
Pending Order Change	Per Order	\$60
Physical Change	Per Order	\$60
Service Date Change	Per Order	\$60

### 9.1.5 Secure Gateway, Managed WAN, Managed LAN, Managed WOS and Managed WLAN

Administrative Charges	Charge Instance	NRC
Dispatch Charge	Dispatch/Re-Dispatch	\$300
Expedite Charge	Per Managed Device, upon Customer request	\$1,100
After Hours Installation	Per Customer Site	\$600

## 9.2 One-Time Management Charges

9.2.1 **Managed WAN, Managed LAN, and Managed WLAN.** Optional Change Management (OCM) provides additional remote change management support for Managed WAN, Managed LAN and Managed WLAN for the NRC shown below. Customer can order specific OCM activities through the VEC. The Standard Change Management activities shown in the VEC are included in the MRC of the Managed WAN, Managed LAN and Managed WLAN Service.

Optional Change Management Charges		
Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per site	\$600
Implementation (Modify Existing) <sup>1,3</sup>	Change per device	\$50
Design (Single Feature/Protocol) <sup>2</sup>	Change per device	\$250
Design Plus (Multiple Feature/Protocol) <sup>2</sup>	Change per device	\$400
Engineering – 1 Hour <sup>4</sup>	Per request and block of hours, 1 hour block	\$300
Engineering – 5 Hours <sup>4</sup>	Per request and block of hours, 5 hour block	\$1,375
Engineering – 10 Hours <sup>4</sup>	Per request and block of hours, 10 hour block	\$2,500
Engineering – 20 Hours <sup>4</sup>	Per request and block of hours, 20 hour block	\$4,500
Engineering – 40 Hours <sup>4</sup>	Per request and block of hours, 40 hour block	\$8,000

1. Implementation is used to modify existing features or protocols including the following: dynamic host configuration protocol (DHCP), IP network address translation, network routed protocol, MNSO IP address/subnet mask change, PVC Change, routing protocol changes, switch VLAN, dynamic Port/CAR, and VPN Tunnel.
2. Design and Design Plus are used for requests to evaluate or add single (Design) or multiple (Design Plus) new or changed features, protocols or applications/policies in the Customer Network, including the following: add DHCP, QoS, NAT router configuration, traffic filter design, traffic shaping/queuing, application Aware routing, and SD WAN.
3. Customer may create a new design at one site by selecting Design/Design Plus to add the new feature(s) or protocol(s) and then replicate the design across other sites by selecting Implementation for the remaining sites.
4. Customer may select Engineering Hours and request additional Engineering OCM hours from time to time as needed. Verizon will track the number of hours spent per OCM request against the hours selected and will report remaining hours to Customer upon request.





9.2.2 **Secure Gateway and Managed WAN and Managed WOS.** Optional Change Management (OCM) provides additional remote change management support for Secure Gateway and Managed WOS for the NRCs shown below.

Optional Change Management Charges		
Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per site	\$600
Implementation (Modify Existing) <sup>1,3</sup>	Change per device	\$50
Design (Single Feature/Protocol) <sup>2</sup>	Change per device	\$250
Design Plus (Multiple Feature/Protocol) <sup>2</sup>	Change per device	\$400

1. Implementation is used to modify existing features or protocols including the following: DHCP, IP network address translation, network routed protocol, MNSO IP address/subnet mask change, PVC Change, routing protocol changes, switch VLAN, dynamic Port/CAR, and VPN Tunnel.  
2. Design and Design Plus are used for requests to add single (Design) or multiple (Design Plus) new features, protocols or applications/policies that do not currently exist in the Customer Network, including the following: add DHCP, QoS, NAT router configuration, traffic filter design, traffic shaping/queuing, application Aware routing, and SD WAN.  
3. Customer may create a new design at one site by selecting Design/Design Plus to add the new feature(s) or protocol(s) and then replicate the design across other sites by selecting Implementation for the remaining sites.

9.3 **Quoted Charges for CPE.** Customer will pay the Charges stated in the Order provided that the Charges are current. For purposes of this provision, “current” means (a) that the Charges were first quoted within 45 days of the Order’s acceptance, except; (b) when purchased CPE is not quoted in the same currency that the ordered CPE has been purchased in, then current means the Charges were first quoted within 14 days of the Order’s acceptance; for Charges first quoted between 15 and 45 days of Order submission, Charges may be adjusted to reflect currency changes up to the time of the Commencement Date.

9.4 **Installation and Expedite Charges.** Installations shall take place during Business Hours. In the event that Customer requests an expedited installation at a Customer Site or requires installation at a Customer Site After Hours, such installation will be subject to the agreement of Verizon. In such cases, Customer shall pay the additional Expedite Charge or After Hours Installation Charge, as applicable. If Verizon fails to meet the Expedite Date, Customer will not be liable for the Expedite Fee unless such failure is caused, in whole or in part, by Customer failing to meet its obligations with respect to the installation. If an expedited install requires third party involvement there may be additional Charges payable.

9.5 **Access**

9.5.1 **Access Surcharges.** Local Access Services provided in the U.S. are subject to the following surcharges:

- [Federal Universal Service Fund \(FUSF\)](#)
- [Carrier Cost Recovery Charge](#)
- [Administrative Expense Fee](#)

9.5.2 **Special Construction or Off Net Build.** If, after an Order is placed, Verizon finds that third-party construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access, Verizon will notify the Customer of any such additional construction Charges that are payable. Upon customer acceptance, special construction charges maybe billed separately and prior to completion of circuit. If Customer does not accept the additional Charges or changes to Charges, Customer may terminate the Order, and no cancellation fee shall apply.

- 9.5.3 **Wireless Connections.** Overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to the following month. With regard to Wireless UNI, Charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.
- 9.5.4 **Wireless Connection - Upgrades.** With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. Overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.
- 9.5.5 **Express Connect – US Only.** Customer will pay Verizon’s standard MRC for Wireless UNI plus an NRC that covers all of Customer’s usage while Wireless UNI is being used as Express Connect.
- 9.5.6 **Express Connect - Outside the US.** Customer will pay Verizon’s standard MRC for the data plan selected for the Wireless Connection and the Overage usage Charges, as applicable.
- 9.5.7 **Access with Wireless Connection provided in the U.S.** When used with Verizon’s Internet Dedicated Service, such connection is subject to the following Wireless Regulatory Surcharge: \$0.02 per connection per month.
- 9.5.8 **NS&D Features.** Customer must order and pay for the two Access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable. With Network Connection Protection, an additional charge is applicable.
- 9.5.9 **Third Party Charges for Cross-Connection and Extended Wiring.** In some instances the Customer Site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer Site. In such instances, a third party data center/facility owner may only permit the third party to install a cross-connection from the Verizon Demarcation to Customer Site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.
- 9.5.10 **Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access service, for which it will pay early termination charges if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.
- 9.5.11 **Access Moves.** Customer-requested moves of Access to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer’s existing Access circuit and installation of a new one. For Customer-requested moves of Access to a new location, Customer will pay early termination charges as applicable and any third party charges incurred by Verizon in order to implement the move. The newly-contracted Access will include the applicable NRC and MRC associated with the new Access circuit.

## 9.6 **CPE and Related Services**

9.6.1 **Charges.** Except where Verizon is the importer of record, Customer will pay the Charges including but not limited to import duties, freight, and shipping and delivery (which may be identified as “landed costs”), for the System and CPE Services as set forth in the applicable quote and reflected in an Order. Verizon will not change a Customer’s quote based on any non-currency-related change (e.g., the underlying Third Party price) for 90 days from issuance. For CPE which is procured by Verizon in a currency other than the currency of the quote, quotes may be adjusted to reflect currency changes after 14 days from the date of issuance up to the time of Order acceptance.

9.6.2 **Additional Charges**

9.6.2.1 **Training Costs.** If Customer needs Verizon to follow Customer Site safety or security requirements that require training, Customer agrees to pay Verizon for that training time at Verizon’s then current labor rate.

9.6.2.2 **Overtime.** If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its applicable labor rate, as reflected in the Order or as otherwise advised to Customer.

9.6.3 **Troubleshooting Dispatch Charges.** If Customer does not provide remote connectivity into a System and Verizon must Dispatch an engineer to Customer Site to troubleshoot an outage, Customer may incur a time and material charge at Verizon’s then current rate.

10. **DEFINITIONS.** The following definitions apply to Managed Global Network, 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](http://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm)

Term	Definition
<b>After Hours</b>	Outside of Business Hours.
<b>API</b>	An Application Program Interface (API) is a computing interface which defines certain interactions between multiple software intermediaries, such as the kinds of calls or requests that can be made, how to make them, the data formats that should be used, and the conventions to follow.
<b>ASN</b>	Autonomous System Number
<b>Bandwidth Commitment</b>	The portion of a Port speed which Customer may use in a monthly period without incurring an overage charge.
<b>Burstable Aggregate Group</b>	A group of circuits aggregated together for the purpose of combining the Measured Use Level for the aggregate circuits for the Burstable Aggregation service.
<b>Change Order</b>	A proposed change to Customer’s Managed Global Network or Order.
<b>CAR</b>	The Committed Access Rate (CAR) is the amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
<b>CDD</b>	Customer Design Document
<b>Customer Edge (CE)</b>	The edge of, or point in which Customer traffic enters or exits, the Customer Network.
<b>Customer Furnished Equipment (CFE)</b>	Equipment, a system and/or related software for which Verizon may provide CPE Services that Customer purchases from a party other than Verizon.
<b>Customer Network</b>	A collection of Managed CPE, Managed Devices, Managed VNFs or LAN Switches and the network they are connected to.
<b>Customer Portal</b>	An Internet web portal accessible via the VEC that provides a secure, scalable, consolidated view of certain Customer Network features or information 24 hours a day, 7 days a week with real time access to project status, contact information and other service related information. Customer Portals may be accessed via the VEC at the following URL

	<a href="http://www.verizon.com/business/amserver/sso/login.go">www.verizon.com/business/amserver/sso/login.go</a> or another URL as indicated by Verizon.
<b>DAP</b>	Delivered at Place - as defined in "Incoterms 2020" published by the International Chamber of Commerce.
<b>DDP</b>	Delivered Duty Paid - as defined in "Incoterms 2020" published by the International Chamber of Commerce.
<b>Demarcation</b>	The point where the access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.
<b>DiffServ Model</b>	Internet Engineering Task Force Differentiated Services Model.
<b>Dispatch</b>	A Customer service request that results in Verizon going on to, or attempting to go on to, a Customer Site.
<b>Dispatch Charge</b>	A charge applied when a Customer service request results in Verizon going on to, or attempting to go on to, a Customer Site.
<b>Event of Loss</b>	Loss or damage to the System (or a part thereof) as a result of fire, explosion, theft, vandalism, natural catastrophe and such other risks of loss as are normally maintained under an all-risk property insurance policy.
<b>Expedite</b>	An Order that is processed, at the request of the Customer, with the objective of installing or changing the Service in a time period shorter than the Verizon's standard installation time period for that Service, whether or not the installation or change is completed in that time period.
<b>ETM</b>	Enhanced Traffic Management
<b>EVC</b>	Ethernet virtual connections
<b>FOB Destination</b>	Pursuant to Article 2 of the Uniform Commercial Code from the Commission on Uniform State Laws, Free On Board (FOB) Destination means Verizon pays the freight charges, but bills them to Customer.
<b>Geographic Diversity</b>	Automatically directs a second Customer circuit to a different Verizon gateway at a different Verizon POP.
<b>In-Band Access</b>	In-Band access provided through a Verizon Managed WAN site connected to Customer's LAN network.
<b>ILEC</b>	Incumbent Local Exchange Carrier
<b>ISDN</b>	Integrated Services Digital Network
<b>Like Equipment</b>	Equipment which: a) has been manufactured by the same manufacturer as the CPE; b) is of the same type and model as the CPE (or the manufacturer's equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; c) has an equal or greater market value as the CPE Element replaced by Like Equipment; and d) meets all requirements for the CPE as set forth in the Order or these Service Terms.
<b>LAN</b>	Local Area Network
<b>LAN Switch</b>	The LAN switches and associated OOB modems or terminal servers, as specified by reference to these Service Terms, which will be managed at Customer Site by Verizon.
<b>Managed Device</b>	An item of equipment (CPE, Customer Equipment or CFE) that has been designated by Verizon as supported by Managed Global Network.
<b>Managed VNF</b>	A Virtual Network Function (VNF) that has been designated as supported by VNS.
<b>Management Information Base (MIB)</b>	A database of information stored by SNMP-compliant Managed CPE.
<b>Master Site</b>	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.
<b>Measured Use Level</b>	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 T3 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.
<b>Meet Me Location</b>	If Customer has a dedicated ring, the Meet Me Location is the node on the ring where customer will provide Carrier Facility Assignment (CFA). For Customer provided access, the Meet Me Location is the edge of the Verizon network where Customer is bringing their access from (usually a Patch Panel).
<b>MLA Data</b>	MLA Data consists of the information transmitted by the wireless devices of guests and other end users, including the geo-location of those devices and the devices' MAC address before the end user logs onto the Customer Network via a splash page.
<b>MPLS</b>	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
<b>MPLS Partner</b>	A Third Party with whom Verizon has an agency or reseller arrangement to provide interconnection to that party's in-country MPLS network.
<b>MRC</b>	Monthly Recurring Charges
<b>MVIC</b>	MPLS VPN Interprovider Connection
<b>NRC</b>	Non-Recurring Charges
<b>OOB</b>	Out of Band
<b>Overtime</b>	Means work extending beyond Business Hours.
<b>Permanent Virtual Circuit (PVC)</b>	A logical Customer-dedicated communications path defined between two Port connections.
<b>Port</b>	An entrance to and/or exit from a network.
<b>Provider Edge (PE)</b>	The edge of, or point in which Customer traffic enters or exits, the Verizon PIP Network.
<b>PSTN</b>	Public Switched Telephone Network
<b>Router Diversity</b>	Automatically directs the second Customer circuit to a different switch or router.
<b>SNMP community string</b>	A SNMP community string is a password that allows access to CPEs MIB statistics.
<b>Solution ID</b>	A unique number used to identify a group of Managed Global Network Services at a particular Customer Site.
<b>Subscribed Group</b>	With respect to Access Services, two or more Customer Sites with back up service.
<b>SOR</b>	Statement of Requirements
<b>System Casualty Value</b>	An amount equal to (i) the present value of all remaining MRC for the System, or affected element, from the date of the Event of Loss through the end of the Service Commitment, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or affected element, as provided by Verizon promptly after its receipt of a notice of Event of Loss.
<b>Teleport</b>	A satellite ground station that functions as a hub connecting a satellite network.
<b>Test Period</b>	A maximum of five Business Days after installation of the CPE.
<b>Time Division Multiplexing (TDM)</b>	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.
<b>Trouble Ticket</b>	A ticket opened within Verizon's NOC from an internal Verizon report or a report by a Customer to Verizon of either perceived Outage or Managed Global Network degradation.
<b>VSAT</b>	A very small aperture terminal, or VSAT, is a two-way ground station that transmits and receives data from satellites. A VSAT is less than three meters tall and is capable of both narrow and broadband data to satellites in orbit in real-time.



<b>Virtual Private Network (VPN)</b>	Uses a logical connection to route traffic between network sites.
<b>UNI</b>	User Network Interface
<b>VSAT</b>	Very Small Aperture Terminal
<b>WAN</b>	Wide Area Network
<b>Weekend and Holiday Hours</b>	Means hours of work other than Business Hours and Overtime.

**SCHEDULES- AVAILABLE ADDITIONAL SERVICES.** Each of the Schedules listed below contain additional terms applicable to the available additional services under MGN.

Schedule A to  
Managed Global Network  
Service Attachment-  
**MANAGED LAN**

**1. MANAGED LAN**

1.1 **Service Definition.** Managed LAN Service provides a range of capabilities for managing Customer's Local Area Network (LAN) up to the access Ports on the LAN Switches, including design, planning, implementation, and network management.

1.2 **Implementation Options.** Managed Implementation and MTO are available for Managed LAN.

1.3 **Standard Service Features.** Managed LAN is offered at three management levels: Monitor and Notify, Physical Management and Full Management. The capabilities of each of these management levels is the same as for Managed WAN.

1.4 **Optional Service Features**

- (a) **Device Management.** For Cloud Controlled Switching (CCS), the CCS Customer may select either "Switch Management" or "Cloud-Controlled Switching". To effectively manage the Customer Network, all Customer Sites with Cloud-Controlled Switching (e.g., CCAP, Cloud-Controlled Routing for Managed WAN, and CCAP for Managed WLAN) must be at the same management level.
- (b) **Wireless LAN Controller Management Feature (Full Management Only).** Supported only on certain models of LAN Switches. With this feature, Verizon manages compatible Wi-Fi access points in the Customer Network using the Wireless LAN Controller capability on the LAN Switch.
- (c) **Port Monitoring (Available under Switch Management at Full Management Only).** Verizon will monitor up to the maximum number of Ports shown below per LAN Switch size. For Verizon to monitor them, Ports must interface directly to another Customer internal network device which is available to Verizon on a continuous basis. Verizon will not monitor Ports connected to end user devices (which may be off for a wide range of reasons unrelated to their performance).

Port Monitoring			
Switch Size	Small	Medium	Large
Maximum Number of Ports Monitored	2	6	12

- (d) **Routing Support (Available under Switch Management at Full Management).** Verizon will manage the configuration of intra-LAN (Layer 3) routing protocols for those LAN Switches that support it.
- (e) **CCS and CCC Reporting.** CCS and CCC Customers may access comprehensive daily and ad hoc reporting via the Customer Portal.

1.5 **Customer Responsibilities**

1.5.1 **General.** The Customer responsibilities for Managed Global Network under the clauses entitled "Customer Responsibilities", and "Managed Device Responsibilities" apply to Managed LAN.

1.5.1.1 **LAN Switch Removal, Repair, and Access.** Customer will notify Verizon before removing or repairing the LAN Switch. For LAN Switches under Full Management, Customer will notify Verizon before physically accessing, configuring, amending, or modifying a LAN Switch. Customer will provide Verizon with full access to the LAN Switches as needed to provide the Managed LAN Service.

1.5.1.2 **CCC.** Verizon access to audio or video is systematically restricted during normal operation of the

Camera. Audio or video is otherwise only available to Verizon during Camera installation or replacement to ensure correct operation.

- **Fault Monitoring.** Verizon does not have access to the Camera’s video or audio during normal operation, therefore, a Camera outage is limited to whether the Camera is up and connected the Customer Network and excludes picture content or quality, optics, or audio quality.
- **Customer Video or Audio Content.** Customer is responsible for all activities related to the Camera video or audio content, including but not limited to, monitoring live and recorded surveillance footage, reporting incidents or suspicious behavior and contacting the authorities when necessary.
- **Legal Compliance.** Local law may govern how Cameras can be used. Customer is responsible for complying with all applicable local regulations and privacy laws.

2. **Definitions.** The following additional definitions apply to Managed LAN:

Term	Definition
<b>Camera</b>	The Camera which will be managed at Customer Site by Verizon for the MLAN Service.
<b>Cloud-Controlled Access Point (CCAP)</b>	The Cloud Infrastructure-controlled equipment that transmits and receives the radio signal at a Customer Site.
<b>Cloud-Controlled Camera (CCC)</b>	Cloud Infrastructure-controlled cameras at a Customer Site.
<b>Cloud-Controlled Switching (CCS)</b>	Cloud Infrastructure-controlled switches at a Customer Site.
<b>Wireless LAN Controller (WLAN Controller)</b>	The equipment that handles the system-wide functions of Managed Wireless LAN, including but not limited to security policies, intrusion prevention, radio frequency management, and quality of service.





Schedule B to  
Managed Global Network  
Service Attachment-  
**MANAGED WIRELESS LAN**

**1. MANAGED WIRELESS LAN**

- 1.1. **Service Definition.** Verizon's Managed Wireless LAN (Managed WLAN) service extends Customer's WAN or LAN infrastructure to include wireless LAN access.
- 1.2. **Implementation Options.** Managed Implementation and Managed Take Over are available for Managed WLAN. For purposes of this Schedule, "Manages Devices" includes Wireless LAN Controllers, Lightweight Access Points, Aruba Instant Access Points, Cloud-Controlled Access Points, and associated accessories, including but not limited to, antennas, power injectors, and mount kits, as applicable, installed at a Customer Site by Verizon for Managed WLAN.
- 1.3. To enable the flow of data traffic to support Customer's business applications (e.g., email), tunnels will be set up between an access point identified below and another device or infrastructure identified below:

Access Point or Service Node	Device or Infrastructure	Enables Flow of Traffic to:
Aruba Instant Access Point (IAP)	Virtual Wireless LAN Controller	Customer's wireless applications
Lightweight Access Point (LAP)	Wireless LAN Controller	Customer's wireless applications
Cloud-Controlled Access Point (CCAP)	Cloud Infrastructure*	Customer's wireless applications
Software Defined Wireless LAN (SD WLAN)	Cloud Infrastructure*	Customer's wireless applications

\* The Cloud Infrastructure is maintained in a redundant fashion, with multiple data centers backing up each other. Failover Cloud Infrastructure instances run in stand-by mode and activate if primary Cloud Infrastructure instances fail.

- 1.4 **Standard Service Features.** Managed WLAN is offered at three management levels: Monitor and Notify, Physical Management and Full Management. The capabilities of each of these management levels is the same as for Managed WAN with the following additional capabilities.
- 1.4.1 **Monitor and Notify.**
- If applicable, Customer will have access to the Software-Defined WLAN (SD WLAN) Customer Portal available at <https://verizon.mist.com/> or another URL provided by Verizon from time to time. The administration and access condition of the SD WLAN Customer Portal are the same as for the CCR Customer Portal.
  - **Managed WLAN Reporting.** Customer is provided with comprehensive daily and ad hoc reporting to quickly assess the health and performance of Managed WLAN, and may include, depending upon the type of reporting received, any of the following: daily uptime reports, daily managed device summary reports, daily inventory reports, daily new rogue reports, configuration audit reports, and wireless net usage reports.
- 1.4.2 **Full Management.**
- **SD WLAN Portal Administrative Access.** SD WLAN Customers have read-only administrative access in the respective Customer Portals.
- 1.4.3 **Scope of Managed WLAN.** Managed WLAN includes coverage for only those items (e.g. radios, LAN ports, or interfaces, etc.) that are directly connected to Managed Devices. Customer must

purchase Full Management Level to obtain Managed WLAN's CCAP feature.

## 1.5 **Optional Service Features**

- **Wireless Assessment.** Customer may request a wireless site assessment via a separate Professional Services Service Attachment and SOW with Verizon, or provide a completed wireless assessment from a third party if agreed to by Verizon. The wireless site assessment determines the wireless requirements, suitable locations for the Managed Devices, and identifies possible interference based on the results of a radio frequency (RF) analysis. If Customer opts not to contract for or provide such a wireless assessment, Verizon will deploy and monitor the WLAN based upon Customer's requirements, but no SLA will apply to such WLAN.
  - o **Customer Changes After Wireless Assessment.** Changes to Customer Network may affect Verizon's ability to provide Managed WLAN in whole or in part. Such changes will suspend application of the SLA until a new Wireless Assessment has been done and any necessary adjustments are completed at Customer's expense.
- **Guest Access.** Verizon offers three options per IAP, LAP, CCAP, or SD WLAN as applicable, to enable Customer's guests to obtain wireless access to Customer's network (Guest Access): (i) Cisco Meraki, with additional information available at the Customer Portal; (ii) Mist Systems, with additional information available at <https://verizon.mist.com/> or other URL provided by Verizon from time to time (the SDWLAN Customer Portal) and (iii) Purple WiFi, with additional information available at <http://verizon.purple.net/> or other URL provided by Verizon from time to time (the Guest Access Portal). All of the terms under the Section entitled "Guest Access" in MWAN Services Section of the Service Attachment apply to Managed WLAN Customers with Guest Access.
- **Device Management.** To effectively manage the network, all Customer sites with CCAP, CCR, CCS, and/or SD WLAN features must be at the same management level.

## 1.6 **Customer Responsibilities for Managed WLAN**

- 1.6.1 **General.** The Customer responsibilities for Managed Global Network under the clauses entitled "Customer Responsibilities", "Managed Device Responsibilities" apply to the Managed WLAN Customer.
- 1.6.2 **SNMP.** Customer is responsible for application of the Verizon-provided SNMP "read access community string" for all monitored WLAN Controllers, or Virtual Wireless LAN Controllers with IAP Management and the application of Verizon-assigned management IP addresses, as required for management by Verizon.
- 1.6.3 **OOB Access and No OOB Access.** Managed Devices under Cloud-Controlled Routing do not require OOB Access.
- 1.6.4 **Authorized Users.** Customer is responsible for all guests' and other end users' use of the Managed WLAN. Verizon will inform Customer by email when it detects a rogue access point. Customer is responsible for determining whether or not the access point in question is unauthorized.
- 1.6.5 **Support for CPE.** Except for CCAP or SD WLAN CPE where the minimum maintenance coverage is at least eight hours a day x five days a week with a next business day response time, Managed Device must be under minimum maintenance coverage of at least seven days per week by 24 hours per day by four hours response time.
- 1.6.6 **Interference.** Customer will inform Verizon prior to any deployment of industrial, scientific, and/or medical wireless equipment or other equipment that could affect the performance of Managed WLAN.
- 1.6.7 **Guest Access Notice.** Managed WLAN Customers who utilize the MLA feature must comply with all of the Guest Access requirements and provisions in the MWAN Service Section of this Service Attachment.

2. **Definitions.** The following additional definitions apply to Managed WLAN:

<b>Term</b>	<b>Definition</b>
<b>Aruba Instant Access Point (IAP):</b>	The equipment that transmits and receives the radio signal at a Customer Site.
<b>Cloud-Controlled Access Point (CCAP)</b>	The Cloud Infrastructure-controlled equipment that transmits and receives the radio signal at a Customer Site.
<b>Cloud-Controlled Switching (CCS)</b>	Cloud Infrastructure-controlled switches at a Customer Site.
<b>Lightweight Access Point (LAP)</b>	The equipment that transmits and receives the radio signal at a Customer Site.
<b>Software Defined Wireless LAN (SD WLAN)</b>	Cloud Infrastructure-controlled equipment that transmits and receives the radio signal at a Customer Site.
<b>Wireless LAN Controller (WLAN Controller)</b>	The equipment that handles the system-wide functions of Managed WLAN, including but not limited to security policies, intrusion prevention, radio frequency management, and quality of service.

Schedule C to  
Managed Global Network  
Service Attachment-  
**MANAGED WAN OPTIMIZATION**

## 1. MANAGED WAN OPTIMIZATION SERVICE

1.1 **Service Definition.** Managed WAN Optimization Service (Managed WOS or MWOS) provides activation, management, and monitoring service for WAN Accelerators within Customer's Verizon Managed WAN service as well as optional features, subject to availability.

1.2 **Implementation Options.** Managed Implementation and MTO are available for Managed WOS.

1.3 **Standard Service Features.** Customer may choose one of three management levels of Managed WOS: Monitor and Notify, Physical Management, or Full Management.

### 1.3.1 **Monitor and Notify.**

- Verizon proactively monitors each Managed Device.
- Verizon will create a Trouble Ticket and send a notification regarding the fault to Customer's designated point of contact within 15 minutes of Verizon's determination of a Managed Device failure. Verizon will continue to monitor the Trouble Ticket until closed.
- Customer is responsible for trouble isolation, diagnostics, repair and maintenance dispatch for the Managed Device and associated downstream attached devices (e.g. cabling, servers, non-managed switches, firewalls, and personal computers).
- Customer is also responsible for the management of all equipment connected to the Managed Device. Customer will provide Verizon with the SNMP "Read Access Community String" for all monitored Managed Devices. Customer is responsible for making and managing changes to its Managed Devices and any routine maintenance for each Managed Device.

1.3.2 **Physical Management.** Physical Management contains the capabilities of Monitor and Notify plus the following additional capabilities:

- Design, consultation, implementation, physical and logical Managed Device fault isolation, detection, and monitoring.
- Verizon will manage the physical fault resolution by Verizon or an Approved Maintenance Provider. Logical faults are Customer's responsibility. Customer will inform Verizon once it has completed its logical troubleshooting.

1.3.3 **Full Management.** Full Management contains the capabilities of Physical Management, plus the following additional capabilities:

- **Application Analysis Service.** Verizon will provide Application Analysis service which provides ongoing Managed Device performance reports analysis, Managed Device reporting overview, and follow-up recommendations relating to key areas of Managed Device operation.
- **Reporting.** Verizon will provide quarterly aggregate performance and utilization analysis and reporting to Customer for Customer's Managed Devices within the Customer Network. Customer may request ad hoc reporting which may be provided at Verizon's discretion. Verizon and Customer will meet to discuss reportable matters on a monthly basis at a mutually agreeable time. Certain Managed Device configurations may require a Management Console to provide Application Analysis and reports for Full Management.
- **Problem Notification and Resolution.** Verizon will provide physical and logical problem notification and such resources as necessary to isolate and resolve performance issues relating to Managed Devices within the Customer Network.
- **Performance Review.** Verizon and Customer will review the performance of the Managed Devices within the Customer Network every three calendar months. Customer may accept or reject



Verizon’s recommendations at its option and accepted recommendations may be implemented by a Customer-initiated Change Management (Standard or Optional) or Change Order request, as applicable.

1.3.4 **Management Level.** The Managed WOS management level must be equal to or less than the management level of the Managed WAN management level at the same Customer Site. For locations with WAN Accelerator modules within a Managed WAN Managed Device, the management level of the WAN Accelerator must be the same as the level for the Managed WAN Managed Device.

1.4 **Optional Service Features**

1.4.1 **WAN Analysis Standard Select Reporting.** As part of Monitor and Notify, Customer may order WAN Analysis Reporting pursuant to the terms of the WAN Analysis Service Attachment. Verizon provides reporting services using an automated reporting and analysis tool that selects and condenses the Management Information Base (MIB) data into graphical reports available via the Customer Portal.

1.4.2 **In-Band and OOB Access.** Unless otherwise agreed, Customer will provide both In-Band and OOB Access to each Managed Device consistent with Verizon specifications for troubleshooting purposes. Customer’s Responsibilities pertaining to In-Band and OOB Access are set forth in the “Managed Device Customer Responsibilities” Section of the Service Attachment. Where OOB Access is provided by a Third Party, the charges for OOB are separately paid by Customer to that Third Party. Where Verizon provides the OOB Access the Charges will be included on the invoice. OOB access will only be used for Managed Device OOB management by Verizon.

1.4.3 **Dedicated Analog Line.** Where Managed WOS is provided with a non-Verizon supplied internet network connection and Customer has ordered Physical or Full Management, Customer must supply Verizon with OOB access via a separate dedicated analog line or CDMA or GSM/GPRS modem or dedicated analog line, as applicable.

1.5 **Maintenance Provider.** Managed Devices must be under a 24 hours a day, seven days a week maintenance coverage plan with a 4 hour response time with Verizon or an Approved Maintenance Provider.

1.6 **Managed Devices.** The Charges in the Agreement only apply to management of the WAN Accelerators and Management Consoles listed below. Devices not identified here are non-standard and may not be supportable or may be subject to different terms and Charges.

**Small:**

- CISCO: WAVE-274, WAVE-474, WAVE-574, WAVE-294, WAVE-594, SRE-710
- RIVERBED: CXA-255, SCC-1000

**Medium:**

- CISCO: WAVE-674, WAVE-694, SRE-910
- RIVERBED: CXA-570, CXA-755, CXA-3070, EXA-760, EXA-1160, EXA-1260, SMC-9000

**Large:**

- CISCO: WAE-7326, WAE-7341, WAVE-7541, WAVE-7571
- RIVERBED: CXA-1555, CXA-5055, INT-9350, CMC-8005, CMC-8006, CMC-8150

**Extra Large:**

- CISCO: WAVE-7571, WAVE-8541
- RIVERBED: CXA-5055, CXA-7055

2. **DEFINITIONS.** The following definitions apply to Managed WOS Service

Term	Definition
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<b>Approved Maintenance Provider</b>	A provider of maintenance services as approved by Verizon from time to time that is contracted for by the Customer.
<b>Managed Device</b>	The Customer's WAN Accelerators and Management Consoles managed by Verizon under Managed WOS.
<b>Management Console</b>	A device required by certain CPE vendor configurations in addition to the WAN Accelerator to provide performance analysis and reports for Full Management.
<b>WAN Accelerator</b>	Application accelerator equipment (including modules in Managed WAN Devices) and software.

Schedule D to  
Managed Global Network  
Service Attachment-  
**SECURE GATEWAY**

## 1. SECURE GATEWAY SERVICE

1.1 **Service Definition.** Secure Gateway is a network-based service that securely connects Customer's private network to the public Internet through a logical, virtual port (Virtual Network Services – Routing service). The following version of Secure Gateway is available under Managed Global Network: Retail and Remote Office (RRO), for users at fixed locations.

1.2 **Standard Service Features – VNS-Virtual Routing service.** Virtual Routing provides Customer dedicated, software-enabled virtual routers hosted on Verizon's network. Virtual Routing allows remote devices and users to route traffic to Customer's Verizon-provided Private IP Service. The bandwidth of Virtual Routing affects the number of concurrent tunnels supported.

### 1.3 **Retail and Remote Office**

1.3.1 Verizon provides Customer with an end-to-end logical connection between Customer's corporate resources on Verizon's Private IP network and Customer's remote sites connected to the Internet or Verizon's IP network via hosted Virtual Network Services – Routing service.

#### 1.3.2 **Standard Service Features of RRO**

- **Router Management.** Verizon provides router management that includes configuration, set-up, administration, monitoring, support, and reporting (if applicable) for the RRO devices designated by Customer (each, a Managed Device) upon installation of such devices.
- **RRO Site CPE Monitoring.** Verizon provides monitoring, alarm response, and email notification of the RRO CPE on a 24 hour a day x seven days a week.
- **Reporting.** Customer may also select WAN Analysis Reporting, which is available via a separate Service Attachment.

#### 1.3.3 **Optional Service Features of RRO**

1.3.3.1 **Managed Device Feature – WAN Backup Service.** For RRO routers, Verizon will configure a Managed Device to support backup access (over separately-provided Internet service) in the event the primary circuit fails. Verizon will identify where WAN Backup is available outside the U.S. Mainland upon Customer's request.

1.3.3.2 **Backup Service Configuration Option.** Verizon will configure RRO during implementation to be used as a primary service for Customer's remote locations to connect to Verizon Private IP Service, or as a backup service to connect to its Verizon-provided PIP network and Managed Devices under the Managed WAN Service.

1.3.3.3 **Quality of Service (QoS) Support.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the Best Efforts (BE) class as the default priority designation.

1.3.3.4 **Managed Device Feature – Switching.** For Customers using Cisco-manufactured routers with added switch modules for additional ports and functionality, Verizon provides a switching feature to manage the LAN hardware module (but not the individual ports on the LAN module) that is a part of the Cisco routers.

- 1.3.3.5 **OOB.** Where available, OOB Access is an RRO service option available that may be selected by Customer. The “Managed Device Customer Responsibilities Section in the Service Attachment applies to the OOB Access and the No OOB option for RRO.
- 1.4 **Acceptable Use Policy.** For purposes of Verizon’s Acceptable Use Policy, Secure Gateway is deemed to be a Verizon Internet Service. If no policy exists for the country in which an Authorized User connects to the Verizon Network, the U.S. Policy applies.
- 1.5 **Country Specific Limitations**
  - 1.5.1 **China.** In the event of regulatory changes in China affecting Verizon's ability to provide Secure Gateway pursuant to this Order, Verizon may terminate Secure Gateway without liability or where possible transition its provision of Secure Gateway to Customer via a different third party network supplier at a price to be agreed between the Parties.
- 1.6 **Charges and Financial Terms.**
  - 1.6.1 **Retail & Remote Office.** Charges for router management are based on the size of the Managed Device.
  - 1.6.2 **Network Engineering (NE) Services Provisioning.** NE Service includes annually up to one-half logical OCM change per Managed Device (e.g., a fifty-device network permits support for up to twenty-five logical changes), and up to 0.25 full time equivalent (FTE) hours for every 75 Managed Devices (i.e., a total of 2 FTE hours per Business Day for every 75 Managed Devices). Additional changes can be supported for an additional OCM cost. NE charges cover only the required engineering services described. If Customer requests NE Services that exceed the standard FTE hours set forth above after being so advised by Verizon’s Network Engineer, then Verizon reserves the right to charge, at Verizon’s then current labor hourly rate, for the entirety of such NE service.