



Verizon 5G Edge with AWS Outposts +

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1. GENERAL

1.1. **Service Definition.** Verizon 5G Edge with AWS Outposts (“Service”) will provide Customer with an on-premises, dedicated, private cloud computing solution. The Service may be provided by Verizon through its own solutions and solutions provided by Verizon’s vendors, including, but not limited to, Amazon Web Services Inc. (“AWS”). The Service is a managed services solution with compute capabilities and data storage using the AWS Outposts platform and managed services as further described below.

1.2. **AO Service.** AWS Outposts (“AO Service”) provides computing, storage and cloud services using hardware and software provided by Verizon’s vendor, AWS. AWS will provide equipment (“AO Equipment”) solely to deliver the AO Service to Customer. Customer is permitted to use the AO Equipment to receive AO Service during a Service Commitment Term. AO Equipment installed at Customer premises will remain AWS’ property. Annex 1 sets forth additional terms related to the shipment, maintenance and return responsibilities for the AO Equipment.

Upon Customer’s request, Verizon will set up a sub-account within the AO Service with its own, logically separate compute and storage environments (“Customer Environment”) to enable Customer or its authorized representatives to deploy, lifecycle manage and remove Customer provided software solutions or applications for which it has appropriate legal and contractual rights to deploy and use in this manner (“Customer Solutions”) following approval by Verizon, including security vulnerability validation. Further, in support of the Customer Solution, Verizon will build virtual machines, kubernetes container clusters and make image software available to allow Customer to deploy Customer Solutions within the Customer Environment. As part of such set up Verizon will grant and manage the necessary credentials to allow Customer or its authorized representatives to access the Customer Environment, however Customer will not have direct access to the Service infrastructure or AWS cloud console.

1.3. **Managed Services.** Verizon provides managed services as part of the Service, including help desk, incident management, field services activities and service change management as further described in Annex 2 of this Service Attachment.

1.4. **Implementation.** Verizon provides certain technical, advisory, consultative and implementation-related services, as further described in Annex 3 of this Service Attachment, (collectively, “Implementation Services”) in connection with the AO Equipment and the Service.

2. **Customer Responsibilities.**

2.1. Customer is responsible for the following (without limitation):

- 2.1.1. Providing assigned resources at the level reasonably requested by Verizon and its vendors to address prerequisite activities, provide necessary information, define items for deployment, and ongoing management and use of all components of the Service offering;
- 2.1.2. Notifying Verizon of issues, breakdowns or security incidents related to or affecting the Service, including, without limitation, immediate notification upon learning of any unauthorized use of Customer's login credentials;
- 2.1.3. Identifying scheduling maintenance windows and using reasonable efforts to comply with any maintenance requests made by Verizon or its vendors (e.g., AWS) in order to facilitate the provision of such maintenance activities;
- 2.1.4. Providing information to Verizon's customer service team in a timely manner so that Verizon or its vendors can apply relevant software / security patches and upgrades of AO Equipment or other components provided by Verizon or Verizon's vendors in connection with the Service;
- 2.1.5. Complying with all laws, and particularly the data protection laws, that apply to its use of the Service, its handling of data with the AO Equipment or the AO Service, or its moving the AO Equipment if Customer, after having obtained AWS' prior authorization, moves any AO Equipment to a different location; and
- 2.1.6. Developing and implementing a data protection strategy that among other things, preserves and backs up Customer Data residing and remaining locally on the AO Equipment in the event of device failure, loss, or destruction.
- 2.2. Customer acknowledges and agrees that in order to provide Customer with the Service, Verizon will be required to provide Verizon's vendors (including AWS) with Customer information. For avoidance of doubt, Information included in resource identifiers, metadata tags, access controls, rules, usage policies, permissions, and similar items related to the management of platform resources does not constitute Customer information and it is recommended that Customer does not include personally identifying, confidential, or sensitive information in these items.
- 2.3. Customer must comply with the technical documentation for the AO Service posted on AWS' site and shall comply with, and may not work around, any technical limitations in the AO Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from any AO Service except as explicitly authorized. Customer should assess the capabilities and features of the AO Equipment based on Customer's intended workloads and applications to determine if the AO Equipment is appropriate to meet Customer's business needs and shall ultimately be responsible for determining the appropriateness of such AO Equipment selected to be used to deliver the AO Service.
- 2.4. Each deployment of the Service is a custom engagement. Customer acknowledges and agrees that in the provision of the Service, Customer may experience delays due to the time required for Verizon to certify and/or verify certain features, which may include, but is not limited to, the following: (a) the preparation of an appropriate design; (b) the configuration, shipping and installation of equipment; (c) testing the security of the connections to the Verizon network necessary for remote management; and (d) the activation of the components of the Service.
- 2.5. Customer acknowledges and agrees it is solely responsible for all Customer Solutions, including any upgrades or patches. Customer agrees to not load software applications or use container images that have known security vulnerabilities. Verizon will not be liable for any impacts caused by Customer Solutions, images, keys or other software code loaded by Customer or its authorized representatives onto the Customer Environment. Customer is solely responsible for the adequacy of any duplication or documentation of its electronic files at all times and neither Verizon nor AWS are responsible or liable for Customer's failure to duplicate or document files or for data or files lost from the storage environments within the Customer Environment.

- 2.6. All Services provided by Verizon are based on Verizon's understanding of Customer's requirements as documented in the Service Attachment. Should the scope change, Verizon will continue work only after mutual execution of a Change Order (as defined in Section 3.2 below) in accordance with the terms of the Service Attachment and the Agreement.
- 2.7. Customer shall be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the Services or the equipment. Such changes are subject to the Change Order procedure set forth below in Section 3.2, to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.
- 2.8. Customer is responsible for the implementation of any changes to applications or devices managed by Customer or Customer's service providers (excluding Verizon and Verizon's vendors/subcontractors).

3. **Service Commitment Period and Termination.**

- 3.1. **Service Commitment Period.** The Service Commitment Period for each Order placed hereunder is 36 months. In each case, the Service Commitment Period shall commence upon installation completion of the AO Equipment and commission of the Service for each Customer's location. If Customer terminates Service before the end of the Service Commitment Period for any reason other than Cause, Customer remains responsible for all unpaid fees and charges due for the remaining duration of the Service Commitment Period which will become due and payable upon termination, even if the Master Terms should include other deviating statements on early termination. Each Service Commitment Period will only renew upon the parties' mutual written agreement.
- 3.2. **Change Requests and Change Orders.** The Parties agree to discuss any changes to the Service or Implementation Services requested by a Party. All such requested changes (each, a "Change Request") shall be documented. No Change Request will become effective, and no changes in the Services will be initiated, until the Change Request has been accepted by both Parties (such accepted Change Request referred to as a "Change Order."). If changes result in an increase or decrease in price or time needed for performance or any change in a Party's obligations, such adjustments will be reflected in a written Change Order. All Change Orders must be mutually agreed to in writing by Verizon and Customer and signed.
- 3.3. **Project Conclusion.** At the end of the Service Commitment Period, if Verizon and Customer do not mutually agree to extend the Service Commitment Period, Verizon will discontinue all Services and will disable data collection, and as applicable, communications. If Customer desires that Verizon provide any Customer Data residing on the AO Equipment to Customer, Customer must notify Verizon at least 30 days prior to the end of the Service Commitment Period of its desire to retrieve any Customer Data residing on the AO Equipment. At the end of the Service Commitment Period(s), the AO Equipment shall be returned to AWS as described in Annex 1 of the Service Attachment. The data generated by the Service and accessible via the platform will not be available to Customer for access and/or view upon the expiration or termination of the Service.
- 3.4. **Termination.** This Service Attachment and any Order(s) issued hereunder may be terminated by a Party only in accordance with the terms of the Agreement or as a result of the termination or discontinuance of a service offering by a Verizon vendor. Upon termination or expiration of this Service Attachment for any reason, Customer will immediately cease using the Service and any other information and materials provided by Verizon or its vendors in connection

4. **Supplemental Terms**

- 4.1. Service is offered to Customer as a Verizon-managed service. Verizon and AWS may collect and store certain information for the AO Service for monitoring purposes, including CPU utilization, data transfer, and disk usage and activity (collectively, "AO Metric Data"). AO Metric Data and information about use and interactions with the AO Service and AO Equipment may be used by Verizon and its vendors to

provide, support, maintain and improve the AO Service (and portions thereof). Customer acknowledges and agrees that it will not have read or write access to the resources or services within the AO Service except in specific instances where such access is provided to Customer based on mutual agreement between the Parties. Any changes or modifications to AO Service are exclusively made by Verizon when requested by Customer and upon review by Verizon. Notwithstanding the foregoing, Customer has sole and exclusive control over the content, data, and applications (collectively, Customer Content) residing within the Customer Environment. The Parties acknowledge and agree that in the provision and management of the Customer Environment, Verizon will not access or otherwise exercise any control over the Customer Content. Customer acknowledges and agrees that all Customer responsibilities, obligations, and conditions in the Agreement which apply to Customer use of the Services also apply to Customer Solutions and Customer Content.

4.2. **Use of Software with AO Service.** Customer may need to install and use certain software provided by AWS or its third-party licensors (collectively, "AO Software") to use the AO Service. If so, unless different terms are expressly provided in a written agreement governing the provision of such AO Software, the following terms apply:

4.2.1 The AO Software is licensed, not sold. AWS grants Customer a limited, nonexclusive, non-transferable license to use the AO Software on or with the AO Equipment for use with the AO Service, and for no other purpose. AWS reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the AO Software separately from the AO Equipment; (ii) publish, copy, rent, lease or lend the AO Software; (iii) work around any technical restrictions in the AO Software or restrictions in the AO Equipment documentation (if any); (iv) separate and run parts of the AO Software on more than one device; (v) install or use non-AO Software or technology in any way that would subject AWS' intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the AO Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

4.2.2 Customer may install and use the AO Software only for use with the AO Service and if applicable, only on the AO Equipment on which the AO Software is installed. Customer may not transfer outside the AO Service any AO Software (including related documentation). Customer's right to use the AO Software begins when the AO Service is activated and ends when Customer's right to use the AO Service ends. AWS may disable it at that time and if applicable, Customer must uninstall the AO Software when Customer's right to use it ends.

4.2.3 AWS may automatically check the version of any of the AO Software. Devices on which the AO Software is installed may periodically provide information to enable AWS to verify that it is properly licensed. Customer consents to the transmission of the information for this purpose. Customer may only obtain updates or upgrades for the AO Software from AWS or authorized sources. The AO Software may contain third party software components. Unless otherwise disclosed in that AO Software, AWS, not the third party, licenses these components to Customer under AWS' license terms and notices and AWS and its third-party licensors each has the right, but not the obligation, to protect and enforce its intellectual property rights. Additional information and licensing terms for third party (including open source) software is available at <https://aws.amazon.com/legal/aws-ip-license-terms/>.

4.3. **AO Services Changes.**

4.3.1 AWS may make commercially reasonable changes to any AO Service from time to time. In order to continue to receive support for the AO Service, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in compliance with AWS' published or provided policy. AWS may make updates to the AO Service Terms (currently available at <https://aws.amazon.com/service-terms/>) or provide terms that apply to Customer's use of new features, separate modules, supplements or related software (collectively, "Service Update"). If there is a conflict between such terms for a Service Update and the AWS license terms set forth in this Service Attachment, the terms for the Service Update shall govern and control for the use of such Service Update.

- 4.3.2 AWS may modify or terminate an AO Service in any location where AWS is subject to a government regulation, obligation or other requirement that (a) is not generally applicable to businesses operating there, (b) presents a hardship for AWS to continue operating the AO Service without modification, and/or (c) causes AWS to believe these terms or the pertinent AO Service may conflict with any such requirement or obligation. If AWS terminates any AO Service for regulatory reasons, a credit for any amount paid in advance for the period after termination for the AO Service will be provided.
- 4.3.3 The AO Service may be changed from time to time or discontinued at any time by AWS. Following its receipt of notice from AWS of any material change to, or discontinuance of, any AO Service, Verizon will advise Customer of any such discontinuance or material change. AWS' current policy is to provide 12 months' notice for such material changes or discontinuances, except no notice shall be provided or required if doing so (a) would pose a security or intellectual property issue to AWS or the AO Service, (b) is economically or technically burdensome, or (c) would cause AWS to violate legal requirements.
- 4.4 **Customer Data.** By using the Service, Customer consents to Verizon's collection and use of Customer Data in accordance with the terms of the Agreement and the Verizon Privacy Policy, located at <https://www.verizon.com/about/privacy>. In addition, Customer consents to AWS' collection and use of Customer Data in accordance with AWS' policies (AWS' privacy policy is available at <https://aws.amazon.com/privacy>) in connection with AWS' provision of, and Customer's use of, AO Equipment and AO Service. Customer is responsible for the Customer Data and ensuring that it has obtained all necessary rights and approvals to permit Verizon, its affiliates, vendors and subcontractors, to access and use Customer Data as described herein (including, but not limited to, providing legally adequate privacy notices and obtaining express consent where required by applicable laws), without violating the rights of any third party or otherwise obligating Verizon or its vendors to Customer or to any third party. Verizon and its vendors do not assume any obligations with respect to Customer Data or Customer's use of the Service other than as expressly set forth in this Service Attachment or as required by applicable law.
- 4.5 **Acceptable Use Policies.** Without limiting Customer's obligation to comply with Verizon's AUP and Verizon's rights as set out in this Agreement, Customer shall be responsible for ensuring its use of the Service by it, and anyone permitted by it, shall comply with the acceptable use policy described in this section. Neither Customer, nor those that access any Service through Customer, may use any Service: (a) in a way prohibited by law, regulation, governmental order or decree; (b) to violate the rights of others; (c) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) to spam or distribute malware; (e) in a way that could harm any portion of the Service or impair anyone else's use of it; (f) in any application or situation where failure of the Service (or components thereof) could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; (g) violate AWS' Acceptable Use Policy (currently available at <http://aws.amazon.com/aup> and/or (h) to assist or encourage anyone to do any of the above. Violation of the acceptable use policy in this section may result in suspension of the Service. If the Service is suspended, it will be suspended only to the extent reasonably necessary. Unless Verizon or its vendors believe an immediate suspension is required, Verizon or its vendor shall provide reasonable notice, unless legally prohibited from doing so, before suspending the Service for the reasons noted in this section.
- 4.6 **High-Risk Use WARNING.** Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Service is not designed nor intended to support any use in which a service interruption, defect, error, or other failure of the Service (or any component thereof) could result in the death or serious bodily injury of any person or in physical or environmental damage, including, but not limited to, applications controlling aircraft or other modes of human transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or navigation, or weaponry systems (collectively, "High-Risk Use"). Accordingly, in using the Service, every application must be designed and implemented such that, in the event of any interruption, defect, error, or other failure of the Service, the safety of people, property, and the environment are not reduced below a level that is

reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the Service is solely at Customer's own risk. Customer agrees to defend, indemnify and hold Verizon and its vendors and their affiliates harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Service, including any claims based in strict liability or that Verizon and/or Verizon's vendor(s) was or were negligent in designing or providing the Service (or any component thereof) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in the Agreement and is not subject to any limitation of, or exclusion from, liability contained in such Agreement.

- 4.7 **HIPAA and Medical Device Disclaimers (U.S. based Services only)**. Customer agrees to use Service in accordance with all applicable laws and not to use the Service in any manner that may impose legal, regulatory or contractual obligations on Verizon or its vendors other than those provided for in this Service Attachment. Without limiting the generality of the foregoing, unless otherwise explicitly agreed in this Service Attachment, for Service provided in the U.S. Customer agrees not to cause, or otherwise request that Verizon create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. Section 160.103) for Customer or on Customer's behalf in connection with the Service or in any manner that would make Verizon a business associate (as defined at 45 C.F.R. Section 160.103) to Customer. Furthermore, Customer acknowledges that the Service (1) is not designed, intended or made available as a medical device(s), and (2) is not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Service.
- 4.8 **Intellectual Property Rights**. Except as expressly provided otherwise, Verizon and its vendors shall own and retain all right, title and interest in and to any and all services provided hereunder, all intellectual property rights in or associated with such services, and any derivative works thereof. VERIZON AND ITS LICENSORS EXPRESSLY RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER. Information about how Customer uses and interacts with the Service (or any component thereof) may be used by Verizon and/or its vendors to improve it. Providing suggestions, comments, feedback, ideas, or know-how, in any form (collectively, "Feedback") to Verizon and/or its vendors is voluntary. If Customer provides any Feedback, no receiver of such Feedback is under any obligation to post or use any Feedback. By providing Feedback to Verizon and/or its vendors, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Verizon and to the vendor(s) to which the Feedback was provided and their affiliates, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Verizon or others), without attribution in any way and for any purpose. Customer warrants that (a) it will not provide Feedback that is subject to a license requiring Verizon or its vendors to license anything to third parties because any of the above rights were exercised in Customer's Feedback; and (b) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).
- 4.9 **Prohibited Content**. Customer shall provide information or other materials related to Customer Data or its use of the Service (including copies of any client-side applications) as reasonably requested by Verizon or AWS to verify Customer's compliance with the Agreement. Customer shall reasonably cooperate with Verizon and its vendors to identify the source of any problem with the Service that Verizon and/or its vendors reasonably believe may be attributable to Customer Data or any end user materials that Customer controls. If Verizon or its vendors believe that the Customer Data violates the law, infringes or misappropriates the rights of a third party, and/or does not comply with the acceptable use policies and/or any other material term of this Service Attachment (collectively, "Prohibited Content"), then Verizon will notify Customer of such Prohibited Content and may remove or disable access to the Prohibited Content. Verizon and/or AWS may remove or disable access to any Prohibited Content without prior notice or suspend the Service in connection with illegal Customer Data, if the content may disrupt to threaten the Service or in accordance with applicable law or any judicial,

regulatory or other governmental order or request. If Customer Data is removed without prior notice, then Verizon and/or AWS will provide notice to Customer of such removal or suspension, unless prohibited by law. Verizon and AWS reserve the right to terminate the accounts of repeat infringers.

- 4.10 **Confidentiality**. Without limiting the confidentiality obligations between Verizon and Customer, the following terms shall apply with respect to AWS' confidential information. Customer may use AWS' confidential information only in connection with Customer use of the AO Service as permitted under this Agreement. Customer will not disclose AWS' confidential information during the Service Commitment Term of the AO Service or at any time during the 5-year period following the end of such Service Commitment Term. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS' confidential information, including, at a minimum, those measures Customer takes to protect Customer's own confidential information of a similar nature.
- 4.11 **Charges**. In addition to Charges for Services as specified in the Agreement, certain components of the AO Service may incur usage charges depending on Customer's usage level. For those AO Service components, Verizon will invoice Customer after records of Customer's usage become available to Verizon. Verizon reserves the right to invoice Customer for up to 90 days after Verizon's receipt of such records for Customer's usage.
- 4.12 **Use of Marks; Publicity**. Except as otherwise expressly set forth herein, neither Verizon nor Customer may: (a) use any name, logo, service mark or trademark of the other Party or any of Verizon's vendors; or (b) refer to the other Party or Verizon's vendors in connection with any advertising, promotion, press release, publication or other public communication unless it obtains the other Party's prior written approval. For additional clarity, if Customer wishes to exercise any of the foregoing with respect to one of Verizon's vendors (e.g., AWS), such vendor's prior written approval must be separately obtained and use of any vendor's marks must be in compliance with such vendor's trademark guidelines.
- 4.13 **Benchmarking**. If Customer performs or discloses, or directs or permits any third party to perform or disclose, any benchmarks or comparative tests or evaluations (each, a "Benchmark") of the AO Service, then Customer (a) will include in any disclosure, and will disclose to AWS, all information necessary to replicate such Benchmark and (b) agrees that AWS may perform and disclose the results of Benchmarks of Customer's products or services, notwithstanding any restrictions on Benchmarks in the terms governing such products or services.

Annex 1 AO Equipment

1. **Delivery of AO Equipment.** Verizon will be responsible for the ordering and shipment of the AO Equipment from AWS to the location designated by Customer. Customer agrees to meet AWS' requirements necessary to support the installation, use, maintenance, and removal of the AO Equipment, including the facility, networking and power requirements available on AWS' website (<https://docs.aws.amazon.com/outposts/latest/userguide/outposts-requirements.html>) or otherwise indicated to Customer during the ordering and installation processes or in the AWS Outposts documentation. Except as expressly provided otherwise in this Service Attachment, Customer shall obtain all necessary rights, certifications, and licenses for the delivery, installation, maintenance, use, and removal of the AO Equipment at the Customer-designated facility ("Customer MEC Facility"). Customer is responsible for inspecting the AO Equipment upon receipt from the freight carrier and for promptly reporting any damages to Verizon.
2. **Access to Customer MEC Facility.** Customer will give personnel designated by Verizon and its vendors prompt and reasonable access to Customer MEC Facility as necessary to deliver, install, inspect, maintain, and remove the AO Equipment. Customer will not require Verizon or its vendor personnel to sign, accept, or otherwise agree to any documentation as a condition of accessing its facility, and Customer agrees that the terms of any such documentation are void even if signed by Verizon or its vendor personnel.
3. **Risk of Loss; Title.** All right, title and interest in AO Equipment is and shall remain the property of AWS, and except for the limited right to use it in accordance with the terms herein, no rights are granted to the AO Equipment (including under any patent, copyright, trade secret, trademark or other proprietary rights). Neither AWS nor Verizon is selling, renting, leasing or transferring any ownership, intellectual or other rights, in the AO Equipment to Customer. Customer agrees not to, and will not purport to, sell, assign, or transfer the AO Equipment or any interest in the AO Equipment to any third party, and such purported assignment, grant or transfer is void. No right is granted to Customer, and Customer hereby waives any right of physical access to, or physical possession of any AO Equipment. Customer will not directly nor indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the AO Equipment or any AO Software. Customer is responsible for the entire risk of loss of, or any damage (other than expected wear and tear) to the AO Equipment once it has been delivered by the carrier to Customer MEC Facility until the AO Equipment has been received by AWS at AWS-designated location or the carrier designated by AWS (or, if applicable, Verizon) accepts the AO Equipment for return delivery from Customer. Customer must notify and obtain AWS' consent prior to moving the OE Equipment from the Customer MEC Facility.
4. **AO Equipment Maintenance.** Customer will ensure that no one accesses, moves, or repairs the AO Equipment other than (i) personnel designated by Verizon or AWS, (ii) as permitted in writing by Verizon or AWS in connection with the maintenance of AO Equipment, or (iii) as necessary due to a situation involving imminent injury, damage to property, or an active fire alarm system. In all cases Customer will ensure that no one modifies, alters, reverse engineers, or tampers with the AO Equipment. Customer acknowledges that the AO Equipment may be equipped with tamper monitoring.
5. **Hardware Updates; Replacement of AO Equipment.** There is no requirement to provide Customer with any new releases, enhancements, or updates for the AO Equipment, but Verizon's vendor, AWS, may, in its sole discretion, opt to provide new releases, enhancements, or updates ("Hardware Updates"). AWS also may, in its sole discretion, determine that the AO Equipment (or components thereof) provided as part of the AO Service has reached or exceeded its useful lifespan while it is in the possession of Customer. For those reasons or other AWS requirements, AWS shall have the right and ability to change the AO Equipment or any components thereof at any time. Such Hardware Updates and/or replacement AO Equipment (or components thereof) may be subject to additional terms. Verizon will discuss logistics and timing of activities related to Hardware Updates or this change-out of the AO Equipment (or components thereof) with Customer. Customer agrees to provide Verizon, AWS and, if relevant, Verizon's installation service provider with access to Customer's location and the AO Equipment for this purpose.

6. **Return of AO Equipment.** Customer will be responsible for return shipping of the AO Equipment in accordance with the return instructions provided for the AO Equipment. Unless otherwise provided in the then-current AWS Outposts documentation, the following return procedures shall be followed. When returning AO Equipment to AWS, Customer will package and ship the same in accordance with AWS' instructions, including by using a carrier designated by AWS and the packaging materials provided by AWS. Customer will package and ship the AO Equipment in accordance with AWS' packaging instructions. If Customer prefers to arrange Customer's own pick-up and/or return of the AO Equipment to AWS, then Customer is responsible for the costs of shipping the AO Equipment, including adequate protections against any loss or damage of the AO Equipment (e.g., insurance coverage) while in transit, and is responsible for the entire risk of loss of, or any damage to the AO Equipment until it has been returned to, and accepted by AWS. Customer is also responsible for ensuring that it removes any and all of Customer's data from the AO Equipment prior to returning it to AWS, including but not limited to, following any AWS-issued processes for wiping or clearing the AO Equipment.

7. **Damaged or Lost Equipment.** Customer may be charged for any AO Equipment (a) if the AO Equipment is lost or materially damaged while it is Customer's responsibility or (b) if Customer does not, within 30 days from the end of the Service Commitment Period, either (i) provide the AO Equipment to the designated carrier for return or (ii) return the AO Equipment as described in Section 6 above. For greater clarity, while the AO Equipment is at any Customer MEC Facility and until the AO Equipment has been received by AWS or the carrier designated by AWS (or if applicable, Verizon), Customer will be responsible, and will compensate Verizon, for any loss, damage or destruction to or of any (with the exception of expected wear and tear).

Annex 2 Managed Services

1. **Managed Services Scope Overview.** Verizon shall provide the following managed Services as part of the Service. This scope consists of Incident Management, Field Services Activities and Service Change Management as described below.
2. **Incident Management.**
 - 2.1. Verizon's help desk Services will be the operational interface between Customer and Verizon and Verizon's vendors for ticket management and shall be available 24x7 for P1 and P2 incidents (as defined in Section 7 below) and during normal business hours for other incidents. The support language will be in English.
 - 2.2. An essential part of incident management is the close and real-time interaction between all the entities working to resolve the ongoing incident. Verizon shall open trouble tickets for incidents following Customer's notification to Verizon of an interruption or failure of the Service (or component thereof) or upon identification of such by Verizon. Additionally, Verizon will maintain and update the trouble ticketing system. Trouble tickets shall be raised with the appropriate agreed priority and managed through to the follow-up activities with the relevant resolving and fault management teams. If Verizon determines that the trouble is due to equipment or service not provided by Verizon, Verizon will inform the Customer of its determination and may monitor the incident.
3. **Trouble Ticketing Process.** The standard trouble ticketing process is as follows:
 - 3.1. Customer calls the Verizon help desk.
 - 3.2. Verizon's customer support team opens the trouble ticket. The support team will communicate with Customer via agreed communication channels and provide available and relevant data.
 - 3.3. If the issue is not resolved via the initial standard resolution procedures, the trouble ticket will be escalated for further fault management and resolution with Verizon's fault management teams and/or as relevant, to Verizon's vendor(s) for resolution.
 - 3.4. Throughout the life of the incident, Verizon will update Customer in accordance with the agreed communication protocol of the status and the steps being taken to restore the Service (or affected component(s) thereof).
 - 3.5. If the resolution of the incident is determined to require the physical exchange of an equipment component on the Customer's site (e.g., the swap of AO Equipment or of a defective power supply), the support team will instigate the Field Services process.
 - 3.6. Once the incident has been resolved and service restored, Verizon will advise Customer.
 - 3.7. With the approval of Customer, the trouble ticket will be closed with all relevant details recorded and reported on as part of the standard fault reporting process.
4. **Field Services Activities/Break-Fix Activities.** Verizon and/or Verizon vendors will perform remediation activity in case of physical fault with the AO Equipment including return merchandise authorization (RMA) and break-fix processes. Customer will provide Verizon and its vendor(s) with access to such portion(s) of Customer's premises and equipment as required for such remediation activities, including, but not limited to, any necessary badges and escorts if/as required by Customer's security and safety policies. While working on Customer's premises, Verizon personnel will comply with Customer's reasonable security measures made known to Verizon personnel. Verizon personnel will also comply with all reasonable training requirements. Verizon reserves the right to invoice Customer for the time required for such Customer-required training at Verizon's then-current labor rate.

5. **Service Change Management.** Verizon will own and manage all agreed changes impacting the Service in line with the agreed change management processes. For project-related changes, the responsibility shall remain with the Verizon team to schedule and submit the Change Request for approval via the agreed procedures and tools. Verizon shall review the change and take it through the agreed approvals process. For additional information, below is an illustrative (but not comprehensive) list of changes that are included or excluded for normal support work included with these managed services.

5.1. Changes that are part of normal support work (included in the price):

5.1.1. Creation of user accounts and changing user roles;

5.1.2. Generating and resetting passwords;

5.1.3. Implementing software updates and security patches, including, as applicable, those software updates and security patches provided by Verizon's vendors;

5.1.4. Changing IP addresses; and

5.1.5. Adding/updating AO Equipment list, as applicable.

5.2. Changes out of scope of normal support:

5.2.1. Configuration of new products or new features that are not within scope of the Service (such as additional products or premium features requiring separate purchase);

5.2.2. Any requests for functionalities not released in the current subscription or software version;

5.2.3. Analyzing of tracing files (unless needed as part of incident management);

5.2.4. Performing parameter changes not verified as part of AO Service solution;

5.2.5. Testing support for lab tests or capacity testing;

5.2.6. Remote integration support or API consultancy; and

5.2.7. Other changes not defined in a list as agreed between the Parties and/or that may require development and charges.

6. **Software Corrections/Updates.** As applicable, Verizon or AWS will apply relevant software/security patches and upgrades of AO Equipment if and as provided by Verizon's vendor, AWS, from time to time. Verizon will use reasonable efforts to provide Customer with change notices to indicate the corrections, new features or functionality changes to be deployed as part of a maintenance or other update via email and ticketing portal announcements (except no notice will be required for emergency maintenance changes). The change notice will indicate whether the update will impact the service (or portion thereof) and how long maintenance break is expected. Customer agrees to use reasonable efforts to comply with any maintenance requirements identified in such change notices. Verizon may also provide priority Software patches provided by Verizon's vendor, AWS, for the AO Equipment. Software patches may be delivered as temporary solutions, where reasonably and technically possible, to remedy urgent problem situations and neutralize Customer impact.

7. **Technical Support with Service Levels.** The service level objectives ("SLOs") are described in the following table. These SLOs are internal objectives and failure to meet them shall not result in any financial charges/penalties.

Service Level Objectives

	P1	P2	P3	P4
Initial Time to Respond (ITTR) - Reactive	30 Minutes	2 hours	4 business hours	8 business hours

Initial response time: Action taken to work on the incident or problem.

Case severity levels are defined as follows:

- P1: Critical impact - Cloud computing and storage service unavailable in production
- P2: High impact - Cloud computing and storage service use severely impaired
- P3: Medium impact - Cloud computing and storage service use partially impaired
- P4: Low impact - Cloud computing and storage service fully usable (= service request)

Annex 3 IMPLEMENTATION SERVICES

1. **Project Description.** Verizon will provide Implementation Services for the deployment of Service offering at the Customer Sites identified in the Order (“Project”). Implementation Services are provided remotely unless otherwise indicated.
2. **Scope of Work.** Verizon will perform the following Service implementation activities (“Scope of Work”):
 - 2.1 **Equipment Shipping and Inventory.** Verizon will order and ship the AO Equipment as applicable to the Customer Site as agreed with the Customer. Customer will accept the shipment and secure the AO Equipment in a locked warehouse environment with air conditioning / heat and protected from inclement weather and dust. After receipt, Verizon will facilitate an inventory of the AO Equipment.
 - 2.2 **Equipment Rack and Stack.** Verizon will coordinate with Customer to move the AO Equipment to the mounting location and rack and stack the AO Equipment as agreed with the customer. Verizon will coordinate with AWS to move and connect the AO Equipment racks into the Customer MEC Facility and connect the power to the AO Equipment using the Customer-provided network cabling and required power sources.
 - 2.3 **Configuration and Deployment.** Verizon will coordinate with AWS to configure and commission the AO Equipment so that it communicates properly with the AWS Cloud Management Platform. Verizon will facilitate user acceptance tests to confirm proper configuration and upon completion, conduct an operations turnover meeting with the Customer to provide an Operations Turnover Presentation.
3. **Project Management.** Verizon will designate a project manager (“Project Manager”) who will oversee and coordinate the Project, and manage Verizon resources to complete Project activities, such as scheduling, tracking work, coordinating meetings, as well as providing periodic status reports. The Project Manager will also manage the change control process, including documenting modifications under a Change Order.
 - 3.1 Customer will appoint a single point of contact or program management team (“SPOC”) to coordinate the Project activities with Verizon and ensure timely data flow and exchange of information required for execution of the Project within the agreed timeframes.
 - 3.2 Verizon will work with the SPOC to schedule a kickoff meeting to initiate the Project. Verizon and Customer will collaborate to determine required stakeholders and other attendees, agenda, and meeting location (on-site or virtual). As an output of the meeting, Verizon will produce a project plan, which identifies Project tasks, and specifies resources, personnel, dates, times, and locations for each Project tasks (“Project Plan”).
 - 3.3 Implementation Services will be performed during Business Hours. If Customer requests that Implementation Services be performed outside of Business Hours, Customer will pay Verizon its applicable rate set forth in an Order or as otherwise advised to Customer.
 - 3.4 Each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of:
 - (a) use by Customer, or
 - (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order deliverables requirements.
4. **Customer Responsibilities / Conditions.** Work performed by Verizon under this Agreement may affect applications or devices owned or used by Customer. Customer is responsible for the implementation of any changes to applications or devices used by Customer outside of the defined Scope of Work.

Customer will provide Verizon the assistance necessary to complete the Project, including the following for Customer Sites:

- Provide details on the current server room physical and logical network architecture;
- Designate an on-site contact who will facilitate access to the appropriate server rooms;
- Confirm that rack location and space for the AO Equipment meets AWS Equipment manufacturer defined environmental, electrical, and physical parameters as disclosed to Customer by Verizon, and that the appropriate electrical power is installed and accessible within three feet of the AO Equipment to be installed;
- Ensure conformance with any applicable building codes, regulations, and laws, and the acquisition of any permits required by law or the building owner;
- Notify Verizon of any Customer Site specific requirements that may impact Verizon's ability to access such Customer Site such as safety or security training, for which Verizon reserves the right to bill Customer for the time at Verizon's then current labor rate.
- Notify Verizon promptly if it determines that conditions that may adversely impact Verizon's performance or delivery of the Project and initiate the necessary Change Request. Verizon may suspend work on the Project in the meantime.

5. **Deliverables.** Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms and upon Verizon's written approval. Verizon will provide the following Deliverables electronically in Adobe Portable Document Format (PDF) or Microsoft Office formats:

- Project Plan;
- Design Review Presentation;
- As-Built Documentation Report;
- User Acceptance Test Results; and
- Operations Turnover Presentation.

6. **Copyright, Intellectual Property and License.** For any Deliverables owned by Verizon and any underlying materials owned by Verizon, such as but not limited to, templates, forms, and methodologies that are incorporated into any Deliverable, ("Verizon Underlying Materials"), Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (a) use with or as part of the Services; or (b) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of any part of a Deliverable that is unique to Customer ("Original Customer-Unique Content"), first created by Verizon in performing a Project.

6.1 As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.

6.2 Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.