



TECHNICAL SERVICES SERVICE ATTACHMENT

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1. GENERAL

- 1.1 DIR Contract. This Technical Services Service Attachment is subject to DIR Contract No. DIR-CPO-4801 (the "DIR Contract"). In the event of a conflict between this Technical Services Service Attachment and the DIR Contract, the DIR Contract shall control.
- 1.2 **Service Definition.** Vendor Technical Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW.

1.3 Customer Responsibilities

- 1.3.1 **Assistance.** In addition to the Contract's assistance provisions, Customer will make available to Vendor:
 - (a) any systems to be tested (both physically and remotely), with normal operating throughput;
 - (b) all system, policy, process or other documentation reasonably requested;
 - (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and
 - (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours.
- 1.3.2 **Interconnection.** Customer will permit Vendor to connect diagnostic software and equipment (Diagnostic Facilities) to Customer equipment for the purposes of performing the Technical Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract.

2. SUPPLEMENTAL TERMS

- 2.1 **Providing Entity.** Technical Services are provided by the Vendor entity indicated in the applicable Order. Vendor controls the means, methods, places and time of its performance of the Technical Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer- employee relationship between Customer and either Vendor or any employee or agent of Vendor.
- 2.2 **Service Commitment.** A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Vendor also will give Customer any paid-for Customer-owned work in progress.
- 2.3 **Conditions.** A SOW and Order may identify Conditions on which the SOW and Order are based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Vendor reasonably determines that an unmet Condition will adversely impact Vendor's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Vendor may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Vendor reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Vendor provides Customer a proposed Change Order), then Vendor may terminate the Order.
- 2.4 **Performance and Acceptance.** Unless otherwise agreed in the respective Order, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) successful use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Vendor that it fails to meet the Order requirements.
- 2.5 **Hours of Performance.** Unless otherwise agreed in the respective Order, Technical Services will be performed during Business Hours. If Customer requests that Technical Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.6 **Geographic Limitations.** Vendor reserves the right to decline a Customer request to provide Technical Services at any Customer Site if, in Vendor's sole discretion: 1) the Customer Site is unsafe for Vendor personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Technical Services in a location unreasonable, impracticable, or impossible; or 3) Vendor is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.8 **Warranties and Disclaimers**
- 2.8.1 **Vendor Warranty.** Vendor warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.
- 2.8.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Vendor access to, any property, locations, Customer Site, materials, systems, programs, data, materials, IP addresses, domains or other information furnished by Customer to Vendor for the purpose of enabling Vendor to perform the Technical Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Vendor. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Technical Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Vendor to provide the Technical Services.
- 2.9 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Vendor has no liability therefor.

3. FINANCIAL TERMS

- 3.1 **General.** Subject to the DIR Contract, Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, insurance, administrative, and other

charges. Subject to the DIR Contract and compliance with Customer's reasonable policies regarding substantiation of business expenses and the Contract, Vendor may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Vendor may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice (e.g., travel related expenses) will be converted to the currency of Customer's invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred. To the extent the Customer is not exempt from any taxes, charges, and fees, Vendor will invoice the applicable taxes, charges and fees, which the Customer will pay.

3.2 **Project Activation Delay.**

4. **DEFINITIONS.** The following definitions apply to Technical Services, in addition to those identified in the Contract.

Term	Definition
After Hours	Work hours extending beyond Business Hours on a Business Day.
Change Order	A formal Project change request that amends a SOW.
Conditions	Assumptions, expectations and dependencies identified in a SOW.
Customer Site	Means the location specified by Customer at which the services are to be provide as further defined in the SOW.
Deliverables	Reports or other deliverables specified in the applicable SOW and related Service Order.
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site.
Order	The Service Agreement/Service Order Form entered into by the Customer and Vendor for the specific Project pursuant to the Contract. A sample is attached hereto as Exhibit A for reference.
Technical Services	Means the cabling services provided under the Contract.
Project	The Technical Services under a particular SOW.
Service Equipment	Means any equipment, software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the services at a Customer sit. Ownership of Service Equipment does not pass to Customer.
Service Commitment	Shall be established in the Order.
Weekend Hours	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours.

Exhibit A
Sample Service Order Form
to the DIR Contract No. DIR-CPO-4801

(Customer)	(Verizon)
Customer Signature:	Verizon Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Email:	

Valid if signed and submitted to Verizon by 4801X.

This Service Order Form is entered into pursuant to the DIR Contract No. DIR-CPO-4801 (“DIR Contract”) identified by _____. This Service Order Form is by and between Verizon Business Network Services LLC on behalf of affiliates identified in this agreement or in the online Service Publication and Price Guide (individually and collectively “Verizon Providers of U.S. Services”) (“Verizon”) and _____ (“Customer”). Verizon will provide and invoice Customer for the Services it orders, pursuant to the terms of the DIR Contract. The Technical Services Service Attachment set forth in Appendix D of the DIR Contract is incorporated herein by reference. In the event of a conflict between this Service Order Form and the DIR Contract, the DIR Contract shall control.

PRICING

SERVICE ORDER FORM

Quote ID	
Quote Version #	
Order Section #	

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
Total excluding Taxes (as defined in the Contract)			USD		

Service Order Details: All Services provided by Verizon unless otherwise specified. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer.

1. Service Delivered to:
Location ID:

Service Summary	MRC	NRC
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	(USD)	(USD)
Technical Services +		
Total (USD) excluding Taxes (as defined in the Contract)		

Service Detail for Location ID(s):	Activity Type	Quantity	MRC (USD)	NRC (USD)
Technical Services, Activity Type: ADDED Service Commitment: TBD Months Service Activation Date: Upon Execution				
Structured Cabling - Progress Billing - Invoiced - Upon Progress Billing ^{1,2}	ADDED			
Implementation and Integration - Structured Cabling - Structured Cabling Material - Fixed - Upon Completion ^{1,2}	ADDED			
Implementation and Integration - Structured Cabling - Structured Cabling Material - Fixed - Upon Completion ^{1,2}	ADDED			
Total (USD) excluding Taxes (as defined in the Contract)				

Additional Information:
¹ Customer Purchase Order number required on Invoice
² As described in the Statement of Work provided below.

**TECHNICAL SERVICES
STATEMENT OF WORK**

[TO BE INSERTED]