



## Asia Pacific Services Agreement Version 0512

### Master Terms

1. **Parties.** These Master Terms are agreed between Verizon and Customer.
2. **Agreement**
  - 2.1 **Agreement.** An agreement consists of: (a) these Master Terms; and (b) the Service Order (including the Service Attachment(s) and any other content incorporated by reference) ("Agreement" or "Contract"). Each Service Order will form part of an individual Contract between the parties to such Service Order.
  - 2.2 **Service Orders.** To order the Service, Customer will complete and submit a completed Service Order to Verizon. A Service Order shall be in such form as is notified to the Customer from time to time by Verizon and/or as Verizon may in its sole discretion accept. Verizon reserves the right to reject any submitted Service Order for any reason, whether previously accepted by Verizon or not, including but not limited to; (a) inability or impracticality of providing the Service; or (b) the Service no longer being commercially offered by Verizon in that geographic location. A Contract is binding on Customer upon the Commencement Date and upon Verizon on its acceptance of the Service Order.
3. **Order of Precedence.** Except as expressly provided in these Master Terms, if there is a conflict or inconsistency between the provisions of a Contract the following order of precedence will apply with 1 having the highest precedence: (1) Service Orders (if applicable); (2) Service Attachments; (3) Master Terms.
4. **Rates and Charges.**
  - 4.1 **Rates and Charges.** Contracts will identify rates and charges which are fixed (i.e., not subject to change) for the Service Term. Otherwise, Verizon may change its rates and charges upon 30 days notice to Customer to take effect on or at any time after the expiry of the Service Commitment, with the following exception. For voice Services, Verizon may change its rates and charges at any time upon 7 days notice to Customer.
  - 4.2 **Accrual of Charges.** Except as otherwise indicated in a Contract, Customer is deemed to have accepted a Service on the Service Activation Date and Verizon will accrue and invoice the charges as follows: (a) recurring charges accrue from the Service Activation Date and are invoiced in advance; (b) usage based charges accrue from the Service Activation Date and are invoiced in arrears; (c) one time or set up charges accrue from the Commencement Date and are invoiced at any time thereafter; and (d) charges for CPE are invoiced in accordance with the Service Order or CPE Service Attachment.
5. **Payment of Invoices.**
  - 5.1 **General.** Customer shall pay Verizon invoices within 30 days of the invoice date. Amounts not paid on or before 30 days from the invoice date will be past due, and interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either: (a) the greater of either 1.5% per month or 2% above the Royal Bank of Scotland's base lending rate, as adjusted from time to time; or (b) the maximum amount allowed by applicable law. Verizon also may exercise the following remedies with respect to any past-due amount that is not a Disputed Amount (without limitation): (i) setting it off against any Security and requiring the Security to be increased by an additional amount; (ii) terminating the Contract in accordance with the clause below entitled "Termination and Suspension"; and/or (iii) exercising any other rights it may have with respect to any surety, security interest or other assurance of payment. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under these Master Terms or a Contract.
  - 5.2 **Credit Check.** Verizon may, at any time, in the reasonable exercise of its discretion, conduct a credit check of Customer, for purposes of which Customer will provide any financial information reasonably requested by Verizon. Verizon's agreement to extend credit to Customer, or to vary credit limits already extended (whether up or down) from time to time shall be at Verizon's absolute discretion.
  - 5.3 **Security.** In order to reasonably secure payment from Customer, Verizon may, at any time, request Customer to provide Security or increase existing Security. Customer must comply with any such request.
  - 5.4 **Disputes.** If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within 6 months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer. Verizon may invoice Customer up to 6 months after the date a charge accrues; for charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon becomes aware of such charges).

## Asia Pacific Services Agreement

- 5.5 **Currency.** To the extent not otherwise specified in a Contract, Verizon may specify the currency and method of remitting payment of charges.
- 5.6 **Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in these Master Terms or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.
6. **Termination and Suspension.**
- 6.1 **Termination Notice.** Either party to a Contract may terminate a Service under that Contract on 60 days written notice to take effect on or at any time after the expiry of the applicable Service Commitment. Termination notices must be labeled conspicuously "Termination Request." Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in a Service Attachment or these Master Terms. Either party to a Contract may immediately terminate a Service under that Contract by notice (to the extent permitted by applicable law) if: (a) the other party to the Contract has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); (b) a court of competent jurisdiction makes an order to that effect; (c) if such other party becomes subject to an administration order to that effect, or it enters into any voluntary arrangement with its creditors under which it ceases or threatens to cease to carry on business, or (d) undergoes or is subject to any analogous acts or proceedings under any foreign law.
- 6.2 **Termination for Cause.** Either party may immediately terminate a Service for Cause.
- 6.3 **Service Suspension.** Verizon may, subject to giving Customer reasonable notice where practicable suspend the Service or a part thereof if: (a) Customer is past due on any invoice for the Service (excluding Disputed Amounts) which has not been remedied within 10 days after Customer receives notice of such non-payment; (b) suspension of the Service is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services; (c) Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority; (d) Verizon needs to carry out Emergency Works; (e) Verizon has reasonable grounds to consider that use of the Service violates the Acceptable Use Policy or other terms of a Contract; (f) in the case of voice services, Verizon has reasonable grounds to believe that Customer is unable or otherwise will not make any payment which is due or is to fall due to Verizon; (g) Verizon or any Verizon Affiliate has suspended any service provided by Verizon or any Verizon Affiliate to Customer or any Customer Affiliate whether in the same jurisdiction as the Service or elsewhere as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate; or (h) Customer fails to provide or increase the Security as requested by Verizon. To suspend the Service pursuant to sub-clause (a) above, no notice is required beyond the 10 days stated therein. 24 hours notice (which notice may be oral or in writing) of suspension is acknowledged by the parties as being reasonable notice for the purposes of sub-clause (f) unless the risk assessed by Verizon will fall in whole or part on a weekend, in which case notice as practicable shall be adequate for the purposes of this sub-clause. If Verizon exercises its right to suspend the Service it will resume the Service as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.
- 6.4 **Modification of Service.** Verizon may modify any Service from time to time. If such change has a material adverse effect on the functionality of that Service, Customer may notify Verizon in writing of such material adverse effect within 30 days from the time the Service was modified, or the time Customer became aware of the change (or reasonably should have become aware of it) if later. If Verizon fails to correct the material adverse effect within 30 days of receiving Customer's written notice, an affected Customer may terminate that Service upon 30 days written notice to Verizon without any termination liability (except for payment of all charges incurred up to the effective date of such Service discontinuance, any charges imposed by a third-party provider of a Local Access terminated under this provision, and any costs of construction and expenses incurred by Verizon specifically to support a Service so terminated).

## Asia Pacific Services Agreement

- 6.5 **Decommissions.** Notwithstanding any provision to the contrary in these Master Terms or a Contract, Verizon may discontinue a Service upon not less than 6 months written notice whenever Verizon generally decommissions the Service (that is, ceases to provide it on a commercial basis to its customers).
- 6.6 **Consequences of Termination.** Without prejudice to any party's accrued rights or obligations, upon termination of a Service, all Contracts related to that Service shall terminate immediately. If Customer: (a) terminates a Contract or a Service for any reason other than for Cause or pursuant to the clauses entitled "Modification of Service", "Service Level Agreement" or "Force Majeure"; or (b) Verizon terminates a Contract or a Service for Cause, Customer will pay or refund to Verizon as applicable, without setoff or deduction, the following with respect to each Service affected by the termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) a pro rata portion of credits and waivers received by Customer hereunder (except credits for service failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); (iii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related services or equipment and other third party services in connection with the affected Service(s); and (iv) an Early Termination Charge calculated in accordance with the sub-clause entitled "Early Termination Charge" below. The termination liability provided in this sub-clause is in addition to any other remedies available to Verizon.
- 6.7 **Early Termination Charge.** If the termination is prior to the Service Activation Date for the terminated Service, the Early Termination Charge shall be equal to 3 months of charges for that Service. If termination is on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge shall be equal to 75% of the remaining monthly charges that would have been payable for that Service for the remaining unexpired part of the Service Commitment.
7. **Customer Obligations.**
- 7.1 **Access.** Where Verizon requires access to a Customer Site in order to provide a Service, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer Site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 7.2 **Assistance.** Customer shall provide Verizon with such facilities and information as Verizon may reasonably require, to enable it to perform its obligations or exercise its rights under a Contract.
- 7.3 **Service Equipment.** Where Verizon provides Service Equipment in order to make a Service available, Customer warrants and undertakes that it shall: (a) use the Service Equipment only for the purpose of receiving the Service and in accordance with Verizon's reasonable instructions from time to time and/or any software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment installed at each Customer Site against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment, title to which at all times belongs and remains with Verizon, a Verizon Affiliate or their subcontractor; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions in relation to the modification of Customer Equipment to enable Customer to receive the Service, at its own expense; and (g) upon termination of a Service, allow Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Service, Verizon is not obliged to restore that Customer Site to the same physical state as prior to Service delivery. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of these Master Terms or a Contract; or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.
- 7.4 **Software and Documentation.** Software and any related documentation owned by or licensed to Verizon (collectively the "Software") not otherwise subject to a separate agreement or an accompanying shrinkwrap/clickwrap licence is provided to Customer subject to Verizon's standard software license terms which will be provided on request.
8. **Service Level Agreement.** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate the Service without early termination liability (except for payment of all charges up to the effective date of such Service discontinuance) by providing Verizon at least 30 days notice of termination

## Asia Pacific Services Agreement

during the 30 days following posting of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer's written notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claim relating to the Service or Verizon Facilities, including any failure to meet any standard set forth in the SLA. Verizon records and data shall be the basis for all SLA calculations and determinations.

### 9. Disclaimer of Certain Damages/Limitation of Liability.

9.1 **Disclaimer of Certain Damages.** Neither party is liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with these Master Terms, any Contract, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages.

9.2 **Limitation of Liability.** Without limiting the provisions of the sub-clause entitled "Disclaimer of Certain Damages", the total liability of each party (including any Verizon Affiliate providing Service) to the other collectively in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation and breach of statutory duty) in connection with a Contract is limited to the lesser of: (a) direct damages proven by the moving party; or (b) the aggregate amounts due from Customer to Verizon under a Contract, for the 6 months prior to accrual of the latest cause of action for which the limitation of liability under this sub-clause is being calculated. Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of a Contract. Customer acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this sub-clause.

9.3 **Exclusions.** The sub-clause entitled "Limitation of Liability" does not limit: (a) any party's liability: (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation; (b) Customer payment obligations under a Contract; (c) Verizon obligations to provide credits and waivers under a Contract; or (d) Customer indemnification obligations under a Contract.

9.4 **No Warranties.** Except as expressly set out in a Contract, all warranties, representations, or agreements, with respect to the provision of the Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.

9.5 **Implied Terms.** Where any condition, warranty or right is implied by law, or any statutory consumer guarantee applies, and cannot be excluded, Verizon limits its liability for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee to any of the following options at its sole election: (a) in the case of goods, the repair, replacement or resupply of the goods or equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

9.6 **CPE Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party software provided for use with the CPE, which CPE and software comprising the System (as defined in the Service Attachment) are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer and/or owner(s) thereof. Except for such manufacturers' and owners' indemnities applicable to the CPE and/or software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE including software used therewith is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.

9.7 **Content Disclaimer.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon networks, facilities or any Service (except to the extent a particular Service explicitly states otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial Content. Verizon is not responsible if the level of security protection Customer uses for any particular Content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that Content.

9.8 **Force Majeure.** Any delay in or failure of performance by any party under a Contract (other than a failure to comply with payment obligations) is not a breach of the Contract to the extent that such delay or failure is caused by events beyond the reasonable control of the party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil

## Asia Pacific Services Agreement

disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Such an event is hereinafter referred to as a "force majeure event". Market conditions or fluctuations are not force majeure events. A party whose performance is affected by such events will promptly provide relevant details to the other party to the relevant Contract and the obligations of the party giving such notice will be suspended to the extent caused by the force majeure event so long as the force majeure continues, and the time for performance of the affected obligation will be extended by the delay caused by the force majeure event. If the affected party is prevented by the force majeure event from performing its obligations with regard to the Service(s) for 30 days, then either party may in its sole discretion immediately terminate any affected Service(s) by giving notice of termination to the other party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace an affected Service with a comparable Service. Upon such termination, Verizon is entitled to payment of: (a) all accrued but unpaid charges incurred through the date of such termination; together with (b) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related services or equipment and other third party services in connection with the Service(s). The parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Service affected by the force majeure event.

### 10. Indemnification.

10.1 **Customer Indemnification.** Customer will defend, indemnify and hold harmless the Verizon Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of a Service to any third party service or network; (b) violation, misuse or misappropriation by Customer, users of the Services, or Customer's customers, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon, Verizon's Affiliate or of a third party (other than a third-party claim that Verizon does not own Verizon service marks or trademarks); (c) Customer's and/or its user's, or Customer's customers' violation of Verizon's Acceptable Use Policy; or (d) the unauthorized use of or access to the Service or Verizon Facilities by any person using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

### 10.2 Notice, Cooperation, Control, and Consent to Settlement.

10.2.1 Customer is excused from its obligations relating to any claim, action or suit under the Customer Indemnification clause above if Verizon fails to: (a) provide prompt written notice of the third party claim, action, or suit to Customer, provided that the failure of Verizon to provide such notice materially prejudices Customer's defense and/or settlement of such claim, action or suit; (b) cooperate with all reasonable requests of Customer in connection with the defense and/or settlement of such claim, action or suit, at Customer's reasonable expense; and/or (c) surrender exclusive control to Customer of the defense and/or settlement of such claim, action, or suit. Customer shall be entitled to participate, in a non-interfering manner, in the defense of any such claim, action, or suit, at its own cost.

10.2.2 Customer shall secure the prior consent of Verizon before settling any claim, action or suit that includes an admission of liability by Customer or imposes material obligations on Verizon other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by Customer under the Customer Indemnification clause above. Verizon shall not unreasonably withhold or delay consent.

11. **Confidentiality.** Except as required by law or regulation, each party promises that during the Service Term and for 3 years after, it will use the other party's Confidential Information only for purposes of the Contract, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Contract and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of Verizon as these Master Terms. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent

## Asia Pacific Services Agreement

practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Confidential Information remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of the Service Term. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the Contract internally (e.g., to its employees and Affiliates). In the event the parties have signed a separate confidentiality agreement which applies to a Service the terms of this clause will take precedence over that agreement to the extent of any inconsistency.

### 12. Customer Data.

12.1 **Customer Data.** Customer acknowledges that Verizon, Verizon Affiliates and their respective agents will, by virtue of the provision of the Service, come into possession of Customer Data including personal and/or private information, voice and data transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the establishment, billing or maintenance of such transmissions.

12.2 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect "Regulated Customer Data" against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing.

12.3 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on written notice, and any agreed errors in such Regulated Customer Data shall be rectified.

12.4 **Use of Customer Data.** Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Service; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates and their respective agents for the purpose of providing Service; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding the Services.

12.5 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to (a) provision, manage, account or bill for the Service; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.

12.6 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

### 13. Acceptable Use Policy.

13.1 **Compliance.** Use of Verizon IP Services must comply with the then-current version of the Verizon AUP of the countries from which Customer uses such service (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonbusiness.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services adheres to the AUP.

13.2 **Changes.** Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer.

14. **IP Addresses.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Service for which they are assigned. If that Service is discontinued, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.

15. **Notices.** Any notice required to be given under a Contract will be in writing, in English, and transmitted via email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, or for Verizon only, invoice message, to a party at the addresses set out in the Service Order or such other addresses as may be specified in accordance with this clause. Notice from Customer must reference the name of the Contract (if applicable) and the dates of execution of each by Customer. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by notice to the other party in compliance with this clause.

16. **Use of Subcontractors/Affiliates.** Without releasing it from any of its obligations, Verizon may at any time, and without notice, utilize the services of one or more of its Verizon Affiliates or subcontractors in connection with the performance of its obligations under a Contract.

## Asia Pacific Services Agreement

17. **Relationship.** Nothing in a Contract and no action taken by the parties creates a partnership, agency, association, joint venture, or other co-operative entity between the parties.
18. **Third Party Beneficiaries.** Except as otherwise stated in a Contract, nothing confers any rights or other benefits in favour of any person other than the parties.
19. **Resale of Services.** Except as otherwise specified in a Contract, Customer may not resell, charge, transfer or otherwise dispose of that Service (or any part thereof) to any third party.
20. **Assignment.** No party may assign, encumber, or transfer a Contract, or any rights or obligations under them in whole or in part, without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed), except that Verizon may assign any and all of its rights and obligations under a Contract: (a) to any Verizon Affiliate; (b) to a third party pursuant to any sale or transfer of substantially all the assets or business of Verizon; or (c) to a third party pursuant to any financing, merger, or reorganization of Verizon.
21. **Variation.** Except as otherwise stated, a Contract will be modified only by the written agreement of both parties.
22. **No Waiver.** Failure or delay by either party to exercise or enforce any right under a Contract is not a waiver of that right.
23. **Survival.** Certain provisions of a Contract shall have full force and effect after the expiration or termination of that particular Contract including, but not limited to, the clauses entitled: "Disclaimer of Certain Damages/Limitation of Liability", "Indemnification", "Confidentiality", "Customer Data", "Governing Law and Language", this clause, "Survival" and any other clauses which by their nature should survive.
24. **Severability.** If any provision of a Contract is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Contract remains enforceable.
25. **Compliance With Laws.** The Services are provided subject to all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where the Service is to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (a) local license or permit requirements; (b) applicable export/re-export (including US Export Regulations), sanctions, import and customs laws and regulations; and (c) data protection requirements. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted. Customer warrants that it holds and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to Verizon Facilities and Service Equipment. Verizon reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this sub-clause and in no event will Verizon be liable in respect of Customer's failure to comply with this sub-clause.
26. **Network Monitoring.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements and that to the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end-users.
27. **Governing Law and Language.** A Contract will be governed and construed in accordance with the laws of the jurisdiction in which the Verizon entity, identified in the Service Order, is legally organized, except as stated below. If a Contract is made available in a language other than English, such other version shall be for reference only. In the event of any inconsistency between the English and any other language version of a Contract, the English version shall prevail.
28. **Governing Law and Dispute Resolution for China.** Where a Contract is entered into by a Verizon entity which is legally organized in the People's Republic of China it will be governed by and construed in accordance with the governing law of People's Republic of China. In the event of a Dispute, then either Customer or Verizon may (subject to any other reconciliation processes contemplated in a Contract) submit such Dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for binding arbitration. The arbitration shall be administered in accordance with the arbitration rules of CIETAC in effect at the time of applying for arbitration. Such arbitration shall take place in Beijing, and the language of the arbitration shall be English. The prevailing party shall be entitled to recover reasonable attorney's fees and costs. The arbitration award shall be final and binding on the parties and shall be enforceable in accordance with its terms. Notwithstanding the foregoing Verizon may, at its option, enforce its rights to in relation to payment of charges by Customer in the courts of the People's Republic of China located in Beijing or in any other court having jurisdiction. If a Contract is made available in a language other than English, such other version shall be for reference only and the English language version shall prevail in the event of any inconsistency.
29. **Governing Law and Dispute Resolution for India.**
  - 29.1 **Governing Law.** Where a Contract is entered into by a Verizon entity which is legally organized in India it shall be governed and construed in accordance with the law of India without regard to its conflicts of laws

## Asia Pacific Services Agreement

principles.

### 29.2 Dispute Resolution.

29.2.1 **Arbitration.** Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (“Council”), as amended from time to time (“Rules”), except as explicitly provided otherwise in a Contract. If there is any conflict between any of the Rules and any of the provisions of this clause, the provisions of this clause shall prevail.

29.2.2 **Conciliation.** Any Dispute in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in the sub-clause entitled “Conciliation Process” below.

29.2.3 **Conciliation Process.** In the event of any Dispute, Customer and Verizon shall meet not later than 7 days of the date of such request by either of them to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or if the Dispute is not amicably settled within 60 days from the date the meeting was first held, then either Customer or Verizon may refer the Dispute to arbitration in accordance with the provisions the sub-clause entitled “Arbitration Process” below.

29.2.4 **Arbitration Process.** The arbitration shall be conducted by an arbitral tribunal consisting of 3 arbitrators. Customer and Verizon each shall nominate one arbitrator from the list of arbitrators maintained by the Council (“List”) and the 2 arbitrators shall appoint the third arbitrator, who shall also be from the List. In the event the nominated arbitrators do not agree to the appointment of the third arbitrator within 15 days of the appointment, then either Customer or Verizon may approach the Registrar of the Council for appointment of the third arbitrator from the List. It is expected that the Registrar shall nominate the third arbitrator within 5 working days from the date of such approach.

29.2.5 **Rules and Procedures.** It shall not be necessary for the arbitrators to observe or carry out either the strict rules of evidence or any other legal formalities or procedures. Instead, the arbitrator may adopt procedures which are suitable to the circumstances of the Dispute, avoiding unnecessary delay or expense and enabling a fair, efficient and expeditious conduct of the arbitration, it being the intention that the arbitration should be held and completed as soon as possible. Subject to the foregoing, the arbitration proceedings shall be governed by the provisions of the Rules.

29.2.6 **Conduct of Parties.** Customer and Verizon agree to facilitate the arbitration by: (a) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration; (b) making available to one another and to the arbitrators for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by them if determined by the arbitrators to be relevant to the Dispute; (c) conducting arbitration hearings to the greater extent possible on successive business days; and (d) using their best efforts to observe the time periods established by the arbitrators for the submission of evidence and briefs.

29.2.7 **Decision.** The decision of the arbitrators shall be final and binding on Customer and Verizon and shall be carried into effect without delay. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and/or an order of enforcement, as the case may be.

29.2.8 **Interim Relief.** Nothing in a Contract precludes either Customer or Verizon from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrators. The provisions of this clause: (a) constitute an irrevocable consent by Customer and Verizon to any proceedings in terms hereof and neither of them is entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and (b) are severable from the rest of a Contract and shall remain in effect despite the termination of or invalidity for any reason of a Contract.

29.2.9 **Place of Arbitration.** The place of arbitration shall be New Delhi, India. All arbitration proceedings shall be conducted in the English language.

30. **Entire Agreement.** A Contract: (a) expresses the entire understanding of the respective parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding its subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in a Contract.



## Asia Pacific Services Agreement

### 31. Definitions.

1. "Affiliate(s)" means Customer Affiliate(s) and/or Verizon Affiliate(s), as applicable.
2. "Acceptance Date," as used in any Service Order or Service Attachment, means "Service Activation Date."
3. "Agreement" as used in a Service Attachment or other document referencing these Master Terms, means the same thing as "Contract" as defined below.
4. "Amendment" means the specific agreement (if any) by which Verizon may agree to vary the terms of these Master Terms or a Contract.
5. "AUP" means the applicable Verizon Acceptable Use Policy.
6. "Cause" means a breach by the other party of any material provision of a Contract, which remains uncured for 30 days from written notice of such breach or, in the case of Customer's failure to pay any invoiced amount that is not a Disputed Amount, 10 days from notice of such failure.
7. "Commencement Date" means the date Customer executes the Service Order or Verizon commences performance, whichever is the earlier.
8. "Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to a Contract or to potential changes to a Contract; (c) relating to the party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (d) received or discovered by a party (including through an Affiliate or other agent) which should reasonably have been understood as Confidential Information to the party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly known other than by a breach of this provision; (iii) is received without restriction from a third party free to disclose it; or (iv) is developed independently by the receiving party without reference to the Confidential Information.
9. "Content" means anything that can be accessed, received, transmitted, stored, processed or used - actively or passively - including any form of information, audio, image, computer program or other functionality.
10. "Contract" means an agreement for Service entered into by Customer and Verizon under these Master Terms.
11. "CPE" means customer premises equipment, including without limitation, cables, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer (excluding Service Equipment).
12. "CPE-related Services" means CPE related deployment, maintenance, assessment, rental, lease and other service provided or otherwise furnished by Verizon to Customer in connection with the CPE or Customer Equipment.
13. "Customer" means the party identified as Customer on the Service Order.
14. "Customer Affiliate" means (a) any entity or person controlled by, controlling, or under common control with Customer; or (b) an affiliate of Customer, in which Customer has an equity ownership of 20% or greater or which owns at least 20% of Customer's outstanding ownership interest.
15. "Customer Data" means information regarding Customer, its employees and users, including personal and/or private information, voice and data transmissions and the originating and destination numbers and IP addresses, date, time, duration, and other data necessary for the establishment, billing or maintenance of such transmissions.
16. "Customer Equipment" means equipment, systems, cabling and facilities provided by Customer and used in conjunction with the Service Equipment in order to obtain the Service and includes CPE or equipment whether owned by Customer or not, which is located at a Customer Site.
17. "Customer Site" means a site or sites at which Service is to be provided.
18. "Dispute" means an unresolved difference or controversy between Verizon and Customer relating to a Contract, including without limitation its existence, validity, interpretation, performance, breach, termination, or consequences of its nullity.
19. "Disputed Amount" means an amount which Customer disputes and for which dispute it has given Verizon written notice, adequately supported by bona fide explanation and documentation (including the specific legal basis and facts therefor).
20. "Emergency Works" mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any service provided by the Verizon Facilities; (c) substantial loss to Verizon or any third party; and such other works as in all the circumstances it is reasonable to execute with those works.
21. "IP" means Internet Protocol.
22. "Local Access" (whether capitalized or not) means the connection between the CPE and Verizon Facilities and may be provided by Verizon or a third party.

## Asia Pacific Services Agreement

23. "Master Terms" means the terms and conditions contained within the Asia Pacific Services Agreement; it excludes Service Attachments and Service Orders.
24. "Regulated Customer Data" means Customer Data the use, processing or transfer of which is regulated by law or regulation as "personal data".
25. "Security" means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee or any combination of these as determined by Verizon.
26. "Service" means the specific services and CPE (including any CPE-Related Services) as identified in a Service Attachment, a Service Order and other Verizon accepted order documentation as applicable under a Contract.
27. "Service Activation Date" means: (a) with respect to Internet, data and on-network voice services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of: (i) the date identified in the relevant Service Attachment or Service Order, (ii) the date that Verizon informs Customer that the Service is ready for use; or (iii) the date Customer first uses the Service; and (d) in the case of an existing Service that is renewed, the date the Service is renewed (e.g., when Customer signs the Service Order).
28. "Service Attachment" means an attachment to these Master Terms or a Contract containing the terms for one or more Services.
29. "Service Commitment" or "Initial Service Term" means a period of time for which Customer is committed to pay for a Service, even if it is discontinued or not used, which is the initial period from the Service Activation Date for which a Service will be provided to Customer as stated in a Contract or, if not stated, one year from the Service Activation Date.
30. "Service Equipment" means any equipment, systems, cabling and facilities provided by or on behalf of Verizon at Customer Site specifically to make that particular Service available to Customer. Ownership of the Service Equipment does not pass to Customer from Verizon. Service Equipment does not include Verizon Facilities.
31. "Service Order" means a Customer request for one or more Services delivered by Customer to Verizon and effective and binding in accordance with these Master Terms.
32. "Service Term" means the period from the Commencement Date until a Contract is validly terminated in accordance with its terms and includes the Service Commitment together with any agreed (whether express or implied) additional period in which the Service is to be provided.
33. "Tax" and "Taxes" means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.
34. "Verizon" means the Verizon entity identified on the front page of the Service Order and will where the context requires include Verizon Affiliates and subcontractors.
35. "Verizon Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon.
36. "Verizon Facilities" means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding those specifically provided to make a particular Service available to a Customer (i.e., Service Equipment).
37. "Verizon Indemnitees" means Verizon and its Affiliates and their respective agents and subcontractors.