

## CPE SITE PREPARATION SERVICES +

### Part I: Rates and Charges.

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### Part IV: Definitions

#### Part I: Rates and Charges.

1. Customer will pay all charges for the Site Preparation Services as set forth in the applicable Contract subject to additions and deductions made by written Change Order(s), and at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm). Site Preparation Services rates and charges do not contribute to any Annual Volume Commitment.
  - 1.1 **Service Provider.** The products and services under these terms and conditions are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
  - 1.2 **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of a Service Order for a Site Preparation Services provided that the charges are current. For purposes of this provision, "current" means the charges were first quoted within 45 days of the Service Order's acceptance.

#### Part II: Service Description and Requirements.

1. **Scope of Services.** Verizon will provide, from time to time upon Customer's Service Order (i) CPE site survey (either remote or on site) ("Site Survey"); (ii) wireless 3G and 4G WAN assessments ("Wireless Assessment"), (iii) inside wiring ("Inside Wiring") and extended demarcation wiring ("Extended Demarc") (Inside Wiring and Extended Demarc collectively referred to as "Wiring Services"), and (iv) innerduct path creation ("Path Creation"), aerial anchoring ("Aerial Anchoring"), and electrical outlet wiring ("Electrical Outlet") (Path Creation, Aerial Anchoring and Electrical Outlet collectively referred to as "Site Ready"). All of the services described above shall be collectively referred to herein as "Site Preparation Services". The Site Preparation Services ordered will be provided at the locations shown on the applicable Contract.
  - 1.1 **Site Survey.** Customer may order Site Survey as a physical on-site survey or a remote Site Survey done via a phone call. A Site Survey consists of a survey of the proposed location for installing CPE and report on that location's suitability for that purpose with respect to environmental conditions (e.g., temperature, humidity, availability equipment cabinets/racks/closets), the availability of an appropriate power source, and the need for any additional inside wiring.
    - 1.1.1 Site Surveys are subject to the following limitations:
      - 1.1.1.1 The time to complete the on-site Site Survey and generate a report must not exceed two hours.
      - 1.1.1.2 All on-site work must be indoor work.
      - 1.1.1.3 All on-site work must be completed in one site visit.
      - 1.1.1.4 Remote Site Surveys must be completed in a forty-five minute phone consultation.
    - 1.1.2 Site Surveys do not include:
      - 1.1.2.1 Any logical data collection for any networking device or terminal access to any networking device.
      - 1.1.2.2 Cabling or circuit tracing.
      - 1.1.2.3 Physically moving any equipment from its current location (e.g. unplug or un-rack any equipment) in order to gather the necessary data.
      - 1.1.2.4 CAD/Visio drawings in the Site Survey report.
  - 1.2 **Wireless Assessment.** A Wireless Assessment assesses the proposed location for Verizon wireless 3G or 4G WAN coverage. A Wireless Assessment includes the on-site Site Survey deliverables, as well as a survey and report on the Verizon 3G or 4G wireless signal strength and data throughput, and the need for any antenna. The limitations and exclusions for Site Surveys shown above are applicable to Wireless Assessments. Wireless Assessments provided in the Customer designated locations as shown in the applicable quote.
  - 1.3 **Wiring Services.** The following are the types of Wiring Services:
    - 1.3.1 Inside Wiring services consist of the installation of wiring to connect two items of Customer equipment.
    - 1.3.2 Extended Demarc services consist of the installation of wiring that extends wiring from the circuit LEC demarcation point (the point at which the LEC's regulated network ends and Customer's inside wire responsibility begins) to a point adjacent to Customer's network or equipment, as directed by Customer.
  - 1.4 **Site Ready.** The following are the types of Site Ready services:
    - 1.4.1 Path Creation services consist of the installation of innerduct with pull string, inner core drilling (as

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needed), mounted backboard, shelf, connectors and miscellaneous material to extended demarc from minimum point of entry to circuit handoff location.

1.4.2 Aerial Anchoring services consist of the installation of Verizon provided building attachment hardware to structure, or the installation of weather-head mast hardware. Installation includes an entrance hole, core drilling, sleeve, junction box on the exterior, and eye bolt (if needed).

1.4.3 Electrical Outlet services consist of installation of one electrical outlet receptacle with an electrical wire run back to the fuse panel with dedicated or non-dedicated breaker. May include installation of a ground bar attached to building steel using grounded wire.

1.5 **Requirements and Limitations for Wiring Services and Site Ready.** Wiring Services and Site Ready are subject to the following requirements and limitations:

1.5.1 Following the completion of Wiring Services and/or Site Ready, Customer will own and be responsible for the care and maintenance of the installed wire, innerduct, aerial hardware, electrical wiring, and any associated hardware and connectors installed as a result of the Wiring Services and/or Site Ready.

1.5.2 Wiring Services and Site Ready are only available in the United States.

1.5.3 All work must be standard, non-custom indoor work, requiring no special equipment. Aerial Anchoring may be performed outdoors.

1.5.4 All work must be completed in one site visit.

1.5.5 New wire, innerduct, aerial anchoring hardware and electrical outlets will be delivered as specified by Customer at time of order and identified on Customer's quote. Verizon will use appropriate materials for the application if Customer does not specify the category of performance at the time of order.

1.5.6 Total length of new wire, innerduct and electrical wiring will not exceed the length described in the Customer's quote.

1.5.7 Wire, innerduct and electrical wiring will not be installed more than 12 feet in height from the ground or floor.

1.5.8 An anchoring aerial mast is limited to a single floor structure.

1.5.9 Verizon is not responsible for moving furniture, modifying fixtures or other site changes.

1.5.10 Work may involve surface installation or installation through available ducts or other reasonably accessible conduits.

1.5.11 Work will include running of conduit for Path Creation service only.

1.5.12 Installation of electrical outlet requires Customer to provide space in the electrical panel for electrical wire termination.

1.5.13 Work may involve drilling through walls, floors and ceiling. With the exception of Aerial Anchoring, work involving any of the following is considered nonstandard: drilling of masonry more than one inch thick, or any hole that penetrates the building slab, raised floor slabs, block walls or any surface that requires a hammer or special drill.

## 2. Site Preparation Service Provisions.

2.1 Site Preparation Services are available within the 48 contiguous United States, except for Site Ready, which is not available in all states. Site Preparation Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.

2.2. Site Preparation Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays ("Business Hours"). Work extending beyond Business Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that Site Preparation Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Verizon will provide Customer written notice indicating the date Site Preparation Services are complete (the "In-Service Date"). Should Customer request delay of Site Preparation Services, or should Site Preparation Services be delayed as a result of Customer's action or inaction, Verizon may store the CPE, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.

2.3 Verizon will attempt to meet Customer's requested In-Service Dates; however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.

2.4 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the Customer designated single point of contact ("SPOC") at least 48 hours in advance.

2.5 Customer will have 5 Business Days after the In-Service Date to test installed CPE (the "Test Period"). Customer may indicate its approval of the CPE by its signature on the Verizon-provided acceptance document or other mutually agreed upon means ("Customer Acceptance"). Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have 10 Business Days to respond and remediate any issues, as required. Customer's use of the CPE for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for CPE will be deemed to have occurred if the

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Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for CPE occurs upon Customer Acceptance.

3. **Customer Responsibilities.** As applicable, Customer is responsible to:
- 3.1 Control all activities associated with the existing Customer Equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
  - 3.2 Properly dispose of or in the European Union return to Verizon for disposal as per Verizon's instructions, of all decommissioned equipment in accordance with applicable law.
  - 3.3 Comply with Verizon's reasonable instructions for the modification of Customer's equipment, at Customer's own expense, to enable Installation of CPE. If such modification has occurred, Verizon has no obligation to restore that Customer Site.
  - 3.4 Obtain all necessary permits, licenses and other permissions (e.g., low-voltage, other special licenses, rights related to CPE including access, etc.).
  - 3.5 Comply with, and notifying Verizon of, all union and other labor-related requirements and special building specific conditions between landlord and tenant.
  - 3.6 Notify Verizon of applicable building, fire and other code requirements, as well as any relevant site conditions.
  - 3.7 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
  - 3.8 Provide suitable building facilities for Site Preparation Services including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls.
  - 3.9 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the Site Preparation Services. If during the provision of Site Preparation Services, Verizon encounters any concealed or unknown condition not previously identified and disclosed by Customer, and such condition affects the charges or schedule for performance of Site Preparation Services, the charges and/or the schedule will be equitably adjusted by mutual agreement. If required by Verizon to perform the Site Preparation Services, Customer must provide Verizon with access to concealed equipment, wiring or conduit that is not readily accessible.
  - 3.10 Designate waste deposit points on each floor on which CPE is to be installed where Verizon will place waste for removal by Customer.
  - 3.11 Cooperate with Verizon's requests for assistance.
  - 3.12 Designate a SPOC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for Site Preparation Services performance, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
  - 3.13 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide Site Preparation Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.

### Part III: Terms and Conditions.

1. **Service Order Changes.** Customer may change, add or delete specific Site Preparation Services on a Service Order at any time. Customer may order such change, addition or deletion by a signed or unsigned request as specified in this section and Verizon will provide an order change form documenting each addition and the estimated cost. Customer may also cancel an entire Service Order at any time and Customer will pay Verizon for any Service Order in progress based on the percentage of the Service Order, or other appropriate measure of work then completed (without limiting other remedies under the Agreement or the law). In certain circumstances, Verizon may also initiate an order change, for example when the actual work required exceeds the quote. In such cases, Verizon will provide an order change form documenting each addition and the estimated cost.
2. **Performance.** Verizon controls the means, methods, places and time of its performance of the Site Preparation Services (including the use of subcontractors and consultants).
3. **Confidentiality.** Without limiting the confidentiality provisions in the Agreement, Verizon may disclose Confidential Information to subcontractors and consultants for the purpose of performing the Site Preparation Services.
4. **Warranties and Disclaimers.**
  - 4.1 **Verizon Warranty.** Verizon warrants that it will perform the Site Preparation Services in a good and workmanlike manner.
  - 4.2 **Warranties.** In addition to the warranties found in the Agreement, the following apply:
    - 4.2.1 **Verizon Wiring Services Warranty.**
      - 4.2.1.1 If any material (i.e., wire, innerduct, aerial mast, or connectors) provided by Verizon as

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part of Wiring Services fail solely due to a defect in Verizon's workmanship or materials within one year after installation, Verizon will repair or replace (at its discretion) the failed material. This warranty does not cover material that has been subject to repair by third parties or damage caused Customer misuse or abuse or by a Force Majeure event.

4.2.1.2 If Verizon dispatches a technician in response to a Customer warranty claim and determines that the material failed for a reason other than a defect in Verizon's workmanship or materials, or if Verizon finds no trouble, Customer will pay a No Fault Found charge ("NFF Charge"). The NFF Charge is currently \$265 if the technician is dispatched and makes the determination that an NFF Charge applies between 7 a.m. and 7 p.m. (at the dispatch location) during regular Verizon work days. If the dispatch or determination is made before 7 a.m. or after 7 p.m., the NFF Charge is \$400. Verizon may change the amount of the NFF Charge effective immediately upon informing Customer of the new rate(s) by telephone, email or other direct communication to a person making a warranty claim, or effective 30 days after informing Customer by invoice message, posting the new rate(s) on Verizon's online Service Publication and Price Guide, or other reasonable means.

4.2.2 **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 Verizon access to, any programs, systems, data, materials or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Site Preparation Services. Customer further warrants that it has the proper authority to provide access to sites and locations within sites required for the provision of Site Preparation Services.

4.2.3 **Verizon's Disclaimer of Warranties.** The disclaimer of warranties in the Agreement applies to this Service Attachment (without limitation). Verizon's only warranties are those set forth explicitly above in this section and those warranties apply to Customer only. Customer's sole remedy for a breach of these warranties is for Verizon to re-perform the ordered service found to be defective. This provision does not limit any rights in materials or equipment granted to Customer by its manufacturer or other third party through separate license or warranty agreement. The end user warranties and sublicenses, if any, of such a manufacturer pass through Verizon and inure to the benefit of Customer.

### 5. Limitation of Liability.

5.1 **Disclaimer of Liability.** Without limiting the liability disclaimers in the Agreement, Verizon is not liable for any loss of or damage to Customer data. Customer is responsible for backing up all data.

5.2 **Extent of Verizon's Liability.** Without limiting the liability disclaimers in the preceding subsection and the Agreement, the total liability of Verizon (including subcontractors, consultants and suppliers) to Customer may not exceed the total amount paid by Customer to Verizon directly attributable to the elements of the Site Preparation Services forming the basis of the Claim, except that this limitation does not apply to actual, direct damages to real property or tangible personal property or for personal injury or death, resulting from Verizon's negligence or willful misconduct. Under no circumstances will either party be liable for damages that could have been avoided by the other party's exercise of reasonable diligence. No party may assert a Claim against the other under any theory that accrued more than one year before bringing a formal proceeding asserting the Claim.

**Part IV: Definitions.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to Site Preparation Services:

[www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)