verizon^v

INTERNET DEDICATED SERVICE

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1. GENERAL

- 1.1 <u>Service Definition</u>. Internet Dedicated Service + (Internet Dedicated) provides access to the Internet via the Verizon Network.
 - **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.
- 1.2 **Standard Service Features.** Verizon provides Internet Dedicated with the following standard features:
 - 7x24 hour customer support, monitoring and notification.
 - Static or dynamic IP routing.
 - Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses
 are provided by Verizon to be used by Customer for transporting Internet traffic with Verizon's Internet
 Dedicated Service. Acquiring or downgrading Verizon's Internet Dedicated Service as a method solely
 to obtain or retain IP addresses is not permitted.
 - Traffic utilization statistics.
- 1.3 **Optional Service Features.** Customer may select any of the following features:
- 1.3.1 Diversity. With Diversity service, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- 1.3.2 Highlight Reporting Service (available for service in Europe and Asia-Pacific). With Highlight Reporting Service, Verizon provides statistical performance information related to the traffic, health, and availability of Internet Dedicated. Verizon will configure any Verizon-managed access routers to collect such information and Verizon will have access to that information for support purposes. Verizon provides technical support by email or telephone.
- 1.3.23 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with Internet Dedicated, plus the following domain name services:
 - **Domain Name Registration.** If Customer orders Domain Name Registration, Verizon will apply for and enter into a registry agreement to register domain names on Customer's behalf.
 - RIPE Registration (available in Europe). If Customer requests RIPE Registration service, Verizon will register an Autonomous System Number and/or provider-independent IP address ranges with the

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relevant registry (<u>www.ripe.net</u>) on Customer's behalf, subject to applicable registry guidelines and policies.

1.3.34 Non-Optimized Service-Only Optional Features – Shadow Service. With Shadow Service, Verizon provides backup access to its Network on a second equivalent circuit (connecting to a Verizon POP) for use in the event of an outage on the primary circuit.

2. SUPPLEMENTAL TERMS

- 2.1 <u>Resale.</u> Internet Dedicated is designed for use by Customer and its direct end users. If Customer wishes to resell Internet Dedicated in its entirety to another person or entity, it will first work with Verizon to agree upon the terms and conditions appropriate for resale.
- 2.2 <u>Installation</u>. Installation of Internet Dedicated will be performed Monday through Friday during Normal Working Hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge.
- 2.3 <u>U.S. Services for Mass Market Customers.</u> Mass-market customers, as defined by the Federal Communications Commission, should view important information regarding Network Management Practices and Service Performance information for the internet access service by visiting www.verizon.com/about/our-company/open-internet.
- 2.4 <u>Voice Over IP (VoIP) Restrictions.</u> Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network. Customer shall comply with such regulations, as applicable.

2.5 **Service in India**

- 2.5.1 **No Internet Telephony in India.** Verizon's license from the Indian Ministry of Communications, Department of Telecommunications (DOT) requires Verizon to restrict use of its Internet Dedicated Service for Internet telephony. Customer expressly agrees that it shall not use, or permit others to use, the Service for Internet telephony except in one of the following three ways: (i) personal computer (within or outside India) to personal computer (within or outside India); (ii) personal computer(within India) to the public switched telephone network (PSTN) outside of India (PSTN connection gateway located outside India); or (iii) IP-based H.323 or SIP terminal connected directly to a licensed ISP within India to a H.323, SIP, or similar terminal connected directly to a licensed ISP anywhere in the world (including India).
- 2.5.2 **Restriction on Selling Encryption Services.** Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority.
- 2.5.3 End User Identification in India. Customer acknowledges that DOT and other Indian governmental authorities may from time to time require Customer to identify the end users of Internet Dedicated in order to monitor and prevent unlawful activity over Verizon's Network. Where Customer uses Wi-Fi connectivity in relation to Internet Dedicated, Customer shall employ appropriate authentication processes to secure Verizon's Network and retain records of all authorized end users of Internet Dedicated. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to identify and locate end users.

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- 2.5.4 Additional Documentation in India. Customer will complete and sign the document in the form set out in Schedule 1 at www.verizonenterprise.com/external/service_guide/reg/cp_ids_plus_schedule_1_proforma.pdf, for Proforma for checking bona fide of Verizon Internet Dedicated Customers.
- 3. **SERVICE LEVEL AGREEMENT (SLA).** The SLA for Internet Dedicated is set forth at: www.verizonenterprise.com/external/service_guide/reg/cp_ids_plus_sla.pdf (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations.

4. FINANCIAL TERMS

4.1 <u>Optimized Service</u>. Customer will pay the charges for Optimized Internet Dedicated Service specified in the Agreement, including those below and at the following URL: <u>www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm</u> Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60.00
Cancellation of Service Order	Per Port	\$800.00
Expedite	Per Port	\$1,000.00
After Hours Installation	Per Port	\$1,000.00
Pending Order Change	Per Order	\$60.00
Physical Change	Per Order	\$60.00
Reconfiguration	Per Port	\$300.00

For Optimized Service, Customer selects <u>from</u> one of the following Internet Dedicated <u>Tiered or Burstable</u> pricing plans. Customer may change to a different pricing plan, or upgrade or downgrade within a pricing plan, once per calendar month per circuit, at any time after the Service Activation Date.

- 4.1.1 **Tiered Service Plan.** With Tiered Service, Verizon provides full Internet access at the Customer-selected speed (Tier).
- 4.1.2- **Value Plan.** With Under-Value Plan, Verizon provides Internet access at the Customer-selected speed (Tier). A Service Level Agreement is not available -with the Value Plan.
- 4.1.32 Burstable Service Options Plan. With Burstable Service, Customer may subscribe to a Bandwidth Commitment which is less than the full speed of the selected Internet Dedicated Service and may subsequently burst to the full speed of the selected Internet Dedicated Service as required.

Customer may request changes to Burstable Aggregation Group once per calendar month. When Customer requests a new Bandwidth Commitment or change to a Burstable Aggregation Group, Verizon will implement the new Bandwidth Commitment or changed Burstable Aggregation Group on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Verizon's records and data are the basis for all calculations.

For Burstable Service, Customer selects one of the following Burstable Internet Dedicated pricing plans.

4.1.32.1 **Burstable Select.** If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per circuit for any month, Customer will pay the price for each Mbps over the circuit's respective Bandwidth Commitment.

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- 4.1.32.2 **Burstable Aggregation.** Customer may associate multiple Internet circuits together as a Burstable Aggregation Group and will designate a Master Site within each defined group. Customer will pay the overage price based on the Master Site rates for each Mbps over the Measured Use Level in a month for the sum of the Bandwidth Commitments within a Burstable Aggregate Group.
- 4.2 <u>Non-Optimized Service</u>. Customer will pay MRCs and NRCs for non-Optimized Internet Dedicated as specified in the Agreement. In addition, online pricing for Services provided by a U.S. Verizon entity is at: www.verizonenterprise.com/external/service_guide/reg/cp_internet_dedicated_services.htm.
- 5. **DEFINITIONS.** The following definitions apply to Internet Dedicated, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Bandwidth Commitment	Means the portion of a port speed which Customer may use in a
	monthly period without incurring an overage charge.
Burstable Aggregate Group	Is a group of circuits aggregated together for the purpose combining
	the Measured Use Level for the aggregated circuits for the Burstable
	Aggregation service.
Geographic Diversity	Automatically directs the second Customer circuit to a different
	Verizon gateway at a different Verizon POP.
Master Site	The circuit within a Burstable Aggregate Group that determines the
	overage Mbps price. There can only be one Master Site designated
	per Burstable Aggregate Group.
Measured Use Level	To calculate Customer's "Measured Use Level," Verizon samples
	Customer's Service usage periodically throughout a given month.
	Customer's usage at the 95th percentile of samples (i.e., samples
	representing the highest five percentiles of usage are discarded) is
	Customer's Measured Use Level. For example, if Verizon took 100
	samples of Customer's 100 Mbps Service in a given month and
	, ,
	Customer's highest six samples were 15.67 Mbps, 14.73 Mbps,
	14.72 Mbps, 13.22 Mbps, 12.35 Mbps, and 11.39 Mbps, Customer's
	Measured Use Level would be 11.39 Mbps for that month.
Router Diversity	Automatically directs the second Customer circuit to a different
	switch or router.

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