

BUSINESS CONNECTION +

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1. General

- 1.1 <u>Service Definition</u>. Business Connection+ (Business Connection) (with CPE financed) is a voice, data and Internet solution that is designed for businesses that want a cost-effective way to carry voice and data over the same IP network. Business Connection is available in the U.S. at all locations where Verizon VoIP Service (including long distance and Local service) is available.
- 1.2 <u>Standard Service Features</u>. Business Connection includes Access, Internet Dedicated Service, Local Access, VoIP Service, and CPE which includes installation and ongoing maintenance (the "Standard Service Features"). The Standard Service Features may not be disconnected or ported out, in whole or

individually, to another carrier during the contract term.

- 1.2.1 **Internet Dedicated Service (IDS).** Internet Dedicated Service (Internet Dedicated) provides access to the Internet via the Verizon Network. The following dedicated Internet access tiers (in Mbps): 1.544, 3, 4.5, 5, 6, 10, 20, 30, 40, 50, and 100. (Effective June 30, 2017, no new orders for the 4.5, 6, and 40 Mbps tiers will be available.) Time Division Multiplex (TDM) and Ethernet are used to provide IDS. At any time after the Service Activation Date and during the Term, Customer may upgrade or downgrade to another Tier within the range of Tiers available with respect to the circuit(s) selected by Customer.
- 1.2.1.1 **IDS Network.** With IDS Verizon will also provide Customers with access to Verizon's network infrastructure (the points of presence or PoPs), network hubs, and host computers utilized to provide an Internet service (for the purposes of this Service Attachment, hereinafter collectively referred to as the Network). IDS includes the following:
 - Provision of 7X24 hour monitoring and notification.
 - Provision of 7X24 hour Customer support enabled via Customer's contacting the VoIP Repair Center at the phone number provided upon implementation of Business Connection Service.
 - Provision of static or dynamic IP routing.
 - Assignment of IP addresses. Verizon can provide IPv4 and/or IPv6 protocol upon Customer's request where such protocol is available.
 - Traffic statistics.
- 1.2.1.2 **IP Addresses.** Verizon will assign one public IP address, which will be configured on Customer's WAN. Verizon will provide up to 64 additional public IP addresses at Customer's request via an IP Justification form. Customer can request this form from Customer's account manager. Public IP addresses will be assigned based on Customer's requirements for WAN, LAN, and firewall outside interfaces.
- 1.2.1.3 **Primary/Secondary Domain Name Service.** 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.
- 1.2.1.4 Internet Dedicated Quality of Service. Based on the traffic priorities set by Customer, Internet Dedicated Quality of Service (QoS), Customer's CPE or Customer's applications mark traffic for assignment to one of five QoS traffic priority classes for Internet Dedicated Ethernet and up to four QoS for T1 connections, based on the IP precedence settings that Customer applies to the Type of Service (ToS) byte in the IP header. QoS traffic priority classes are described below.

Name of Priority Class	Characteristics Priority Class		
Expedited Forwarding (EF)	Highest forwarding priority		
	Low latency, low jitter		
	Strict forwarding priority		
	Can access 100% of port bandwidth		
Assured Forwarding (AF4, AF3, and AF2)	Next highest forwarding priority		
	Class-based weighted fair queuing		
	 AF4, AF3, and AF2 distinguished under congestive egress state 		
	Can access unused bandwidth from other classes		
Best Effort (BE)	Lowest priority		
	Class-based weighted fair queuing		
	Can access unused bandwidth from other classes.		

1.2.2 Local/National Calling Services

1.2.2.1 **Outbound Public Service Telephone Network (PSTN or Local) Traffic.**

- 1.2.2.1.1 **PSTN Destination Calls.** This feature enables Customer to place calls to most PSTN destinations ("PSTN voice calls"), including but not limited to, local, national, international, fixed-to-mobile, Directory Assistance and non-geographic destinations. For Europe, a list of destinations not currently supported by this feature is available upon Customer's request. In the U.S., the charge for PSTN (local) voice calls is included in the MRC per simultaneous calling unit.
- 1.2.2.2 **Operator Services.** Customer may use this feature to obtain the assistance of an operator to complete a long distance or local exchange telephone call, subject to the applicable charges assessed for such services.
- 1.2.2.3 **Number Portability.** Number portability is a feature where Customer can choose to keep its existing telephone numbers for use with Business Connection. The availability of number portability in any particular jurisdiction is subject to local laws, regulations, and the policies of Customer's voice service provider. Customer can arrange to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time Business Connection is made available for use, or delay LNP for up to 10 days afterwards. Notwithstanding any such delay, billing for Business Connection will commence in accordance with Billing Initiation, below.
- 1.2.2.4 **Directory Assistance.** For an additional charge, Customer may obtain Directory Assistance to find telephone numbers by calling the Directory Assistance operator. In the U.S., Customer may request a maximum of two listings per call.

1.2.3 VoIP Features

- 1.2.3.1 **Simultaneous Calling Capacity**. Verizon provides Customer the ability to select its simultaneous calling capacity.
- 1.2.3.2 Integrated Administrator Console (IAC). Verizon provides an online VoIP portal known as the Integrated Administrator Console (IAC) which Customer's designated administrator can use to set up and manage VoIP Service-related call routing and restrictions for Customer-defined groups across Customer' enterprise. Verizon also provides a Helpdesk, which Customer's administrator can call for help with VoIP service issues.
- 1.2.3.3 **Key Group (IP Integrated Access only).** Includes all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Return, Call Trace, Call Transfer, Call Waiting, Cancel Call Waiting, Consultation Hold, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).
- 1.2.3.4 Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) Caller ID Information are supported:

Verizon enables Customer to prevent, or control, the presentation of its outbound Caller ID information to call recipients through the Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) features.

- CLIP presents a default Calling Line Identity.
- CLIR blocks the presentation of Customer's CLI.
- 1.2.4 **Customer Premises Equipment (CPE).** Business Connection includes the provision of a VoIP gateway as CPE.
- 1.2.4.1 **Environment.** Certain Verizon-supplied equipment to enable Business Connection will reside on Customer's premises (CPE does not include telephones). Customer must identify a suitable

location for CPE and is responsible for the environment in which CPE resides. The location must be dry, free from vibration and well-ventilated. The distance from both the termination point of the access circuit and a 120 or 220-volt energy supply to the location of the CPE cannot exceed two meters.

- 1.2.4.2 **Maintenance.** Verizon will provide the following maintenance services with respect to the CPE (Maintenance Services):
 - Use commercially reasonable efforts to isolate any problems with the CPE that resides on Customer's Site and send a technician to Customer's Site if necessary;
 - make necessary repairs and replace affected components if Verizon, in its sole discretion, determines that any CPE residing on Customer's premises needs to be replaced; such component to be replaced with a component in good working order and of like kind and functionality from a manufacturer of Verizon's choice at the time of replacement.
- 1.2.4.3 **Normal Use Limitation.** Maintenance Services only apply to problems arising out of the normal use of the CPE and do not apply if the CPE is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by Customer's negligence or willful misconduct, Customer will be charged Verizon's prevailing hourly labor rate (or the equivalent in local currency) during Normal Working Hours to repair the CPE, and Customer will be charged the replacement cost of CPE requiring replacement.

1.2.5 **Business Connection Service Requirements.**

- 1.2.5.1 **Minimum Bandwidth.** The minimum access circuit bandwidth supported in the U.S. Business Connection is 1.544M.
- 1.2.5.2 **Codecs Support.** Verizon supports calls originating from Customer equipment on any of the following Codecs (compression standards): G.711, G.729. Verizon's VoIP Service transmits faxes sent using the G.711. codec.
- 1.2.5.3 **SIP Channels.** The minimum number of SIP Channels per Customer Site is four (4) and the maximum number depends on the required service options and the Underlying Network Access Service technology, not to exceed sixty (60). The number of SIP Channels configured for a Customer Site determines the maximum number of concurrent calls. Such calls may be either inbound or outbound.

1.3 **Optional Service Features**

- 1.3.1 **Site Assessment Survey.** Verizon will perform an initial Site Assessment Survey as part of Business Connection. The Site Assessment Survey consists of a physical on-site survey of Customer's proposed location(s) conducted by a Verizon-approved third-party and report on the suitability of the location(s)' for CPE installation with respect to Customer's communication room and associated equipment, Customer's equipment/type of connection, router location in the communication room, demarcation location, and cable extensions. The Site Assessment Survey is subject to the following conditions:
 - Total time expended by Verizon or the third party to complete the Site Assessment Survey and generate a report shall not exceed two hours.
 - All on-site work must be indoor work.
- 1.3.2 **Professional Services.** If Customer wishes to receive professional services related to Business Connection, it must separately subscribe to a Service Attachment or similar contract supplement for professional services.
- 1.3.3 **VoIP IP Enterprise Routing (VIPER).** Verizon allows calls between a Customer's Business Connection Customer locations to be terminated without incurring per-minute U.S.-domestic, EMEA or international usage charges provided both the originating and terminating locations have the VIPER

feature enabled. There is no additional charge for VIPER, but Customer must order this feature to obtain its benefits. This feature can only be used when dialing public numbers. VIPER is available in the U.S. Failure of endpoints to interoperate successfully may cause VIPER calls to be dropped.

1.3.4 Verizon Wireless Connected VoIP. Verizon Wireless Connected VoIP allows calls originating from a Business Connection Customer location in the U.S. to be terminated to any Verizon Wireless telephone number without incurring per-minute U.S.-domestic or international usage charges on the VoIP originating end provided the originating location has the VIPER feature enabled. Applicable Verizon Wireless usage charges may still be charged on the terminating end. There is no additional charge for enabling Verizon Wireless Connected VoIP, but Customer must order this feature to obtain its benefits.

1.3.5 Additional Optional Features.

- Call Forwarding
- Calling Name Inbound (U.S. only; does not show names of wireless callers)
- Voice Mail (U.S. only)
- Auto-attendant.

1.4 Customer Responsibilities

1.4.1 Facilities

- 1.4.1.1 **Customer Facilities.** Customer is responsible for obtaining, installing, configuring, and maintaining all equipment (including, but not limited to, IP-PBXs, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for interconnection with Verizon's network, interconnection between Customer Equipment and Service Equipment, or otherwise for use in conjunction with Business Connection ("Customer Facilities"). Customer is responsible for ensuring that such Customer Facilities are compatible with Verizon's requirements (including being certified by Verizon for use with Business Connection). If Customer connects any Customer Facilities to Business Connection that Customer reasonably should know may not be compatible with Business Connection, Customer is solely responsible for any effects that arise from that connection on Business Connection, equipment or software of Verizon, Customer, or any third party. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN.
- 1.4.1.2 **Ready Site.** If Verizon is unable to install CPE due to insufficiently-prepared Facilities (for example, additional cabling needs to be pulled), and the Verizon technicians on-site have the proper skills to perform the Facilities-related task, Verizon shall be entitled to (i) perform the tasks and invoice additional charges at its then-current time-and-material rates or (ii) if Customer refuses to allow Verizon to perform such tasks, receive reasonable rescheduling fees if CPE installation and Service activation are delayed, as applicable.
- 1.4.1.3 **Customer Not Ready.** The Customer must provide the order information sought by Verizon (e.g., porting telephone numbers, demarcation information) and, if applicable, provide to Verizon the date the Customer's site will be ready for the service within 10 business days of the date Verizon first contacts the Customer for such information. If the Customer does not provide such information by the 10th business day, then Verizon may cancel your order.
- 1.4.2 **Firewall.** Customer's IT administrators may have established restrictive firewall configurations in Customer's network that impede the use of certain VoIP applications. If Customer desires to use such VoIP applications and associated CPE, Customer must modify its firewall settings accordingly.
- 1.4.3 **Security.** Customer, at its expense, will take all reasonable steps necessary to preserve and protect CPE, software, data and systems located on Customer's or end-users' premises, or otherwise in Customer's or an End-User's control and used in connection with Business Connection Service,

whether owned by Customer, End-User, Verizon, or a Verizon affiliate or subcontractor. Except with respect to loss proximately caused by Verizon's willful misconduct, Customer acknowledges and agrees that Verizon will not be liable for any loss resulting from any unauthorized access to, alteration of, or use of Customer's facilities used in connection with Business Connection Service. Customer agrees to safeguard account passwords and other information used to provide access to Business Connection and related features and services such as the VEC and ICP. Customer shall require its end users to rotate passwords periodically, but no less often than every ninety (90) days. Customer shall cooperate fully with Verizon to promptly mitigate any unauthorized use or disclosure of Customer passwords or other authentication information.

- 1.4.4 **PBX Configuration.** It is Customer's responsibility to correctly configure the PBX to play a suitable tone or announcement to its end users who receive call rejects when using Business Connection.
- 1.4.5 **PSTN Access Backup.** Customer will install, maintain, and pay for any PSTN access circuit backup.
- 1.4.6 Service Delivery Selection. Customer must select one of two service delivery features, IP Integrated Access, which is designed for sites with key or PBX systems, or IP Trunking, which is designed for sites with IP PBX equipment.
- 1.4.7 **Support via the Verizon Enterprise Center (VEC).** The VEC provides Customer with the capability to maintain Customer Sites, set-up/maintain end-users, set-up/maintain enterprise-wide call routing and restriction and set-up/maintain certain features via the customer profile.

2. SUPPLEMENTAL TERMS

- 2.1 <u>Limited to Commercial Customers</u>. Business Connection is offered only to commercial business Customers. Resale by Customer of Business Connection as a stand-alone service is prohibited.
- 2.2 <u>No Resale of Internet Dedicated Service</u>. While Customer can resell Internet connectivity, Customer cannot resell Internet Dedicated Service in its entirety to another person or entity without the express prior written consent of Verizon. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service DNS for end users; (iv) registering end users' domain names; (v) using Border Gateway Protocol (BGP) routing to Network, if requested by Verizon; (vi) collecting route additions and changes, and providing them to Verizon; and (vii) registering with the appropriate agency all IP addresses provided by Verizon to Customer that are allocated to end users.
- 2.3 <u>Auto Dialers</u>. Customer may not utilize auto-dialers or any similar type of device in connection with any Business Connection. To avoid service degradation, Verizon imposes a limit of five (5) call attempts per second.
- 2.4 **Design Approval.** Notwithstanding the inclusion of this Business Connection Attachment in Customer's contract, availability of Business Connection on a site-by-site basis is subject to having a site design reviewed and approved by Verizon.
- 2.5 <u>Unified Site</u>. Customer can provision its multi-building campus as a single VoIP termination to maximize network and billing efficiencies provided (i) all the buildings within its campus are in the same rate center; (ii) its PBX is able to send DID level information for 911 calls; and (iii) Customer implements PS/ALI (see the E-911 Appendix attached hereto). For example, if Customer's campus is comprised of 20 buildings all within the same rate center, the 20 buildings can be provisioned as a single Business Connection site subject to the above.
- 2.6 <u>Service Disclaimer</u>. Verizon is not responsible for the following conditions or equipment that may affect Business Connection:

- Failure or poor performance of Customer's DNS Server and/or LAN upon which Business Connection relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; modems may not be used on Business Connection except with Codec G.711 without silence suppression.
- Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, Business Connection is provided without any warranty whatsoever with respect to fax transmission success.
- Alarm lines (whether or not they use modems) are wholly unsupported on Business Connection (with respect to both service and wiring, without limitation).
- Inside wiring and special construction and key/PBX phone vendor (the charges for which Customer will be solely responsible).

2.7 Restrictions

- 2.7.1 **No Modification of Verizon Design.** Customer shall not modify the Verizon-installed design and/or configuration without the previous written consent of Verizon. Customer expressly acknowledges Verizon may immediately suspend Customer's use of Business Connection if Customer violates the foregoing restriction.
- 2.7.2 **Concurrent Calls.** At any given time, Customer may only place as many concurrent calls as it has purchased.
- 2.8 <u>Call Origination</u>. Verizon will rate and apply applicable tax and intercarrier compensation to Business Connection calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call.
- 2.9 **<u>Demarcation</u>**. The demarcation point in respect of Verizon's responsibility for Business Connection is:
 - In the case of VoIP IP Trunking service, the Ethernet interface card where Customer's LAN is connected to the IP router.
 - In the case of IP Integrated Access with a PBX, the back end of the router (to enable Verizon to gain limited access to the gateway to provide limited assistance with repairs).
 - In the case of IP Integrated Access with a Key system, the FXS port.

2.10. <u>CPE</u>

- 2.10.1 **Online Service Terms.** Within Verizon's online terms for Customer Premises Equipment and Related Services Optimized Services located here: www.verizonenterprise.com/external/service_guide/reg/cp_cpe_toc.htm, the sections addressing Customer Responsibilities, CPE Solutions Financing Program Options, Maintenance Service, and Terms and Conditions (Part III) apply to CPE supplied as a part of Business Connection, except as otherwise provided herein. Certain current terms regarding CPE are described in part below (without limitation).
- 2.10.2 **Risk of Loss.** Risk of loss or damage to CPE passes to Customer upon the earlier of (i) delivery of CPE to the Customer Site, and (ii) when Customer takes shipping responsibility (e.g., when Customer takes over shipping from point of import). Customer shall provide notice of loss or damage to CPE as soon as Customer receives notice of such loss or damage, and shall pay Verizon the reasonable and customary costs of repair or replacement if such loss or damage occurs. Customer shall (i) not modify, relocate, or in any way interfere with the CPE unless expressly authorized by a representative of Verizon; and (ii) not cause the CPE to be repaired, serviced, or otherwise accessed except by an authorized representative of Verizon.

- 2.10.3 **Title.** Customer will not have title to CPE or any sub-element thereof. Verizon or a third party financing company will have title. Customer waives and releases any right, title and interest that it may have in CPE. In the event that the MRC for Business Connection is determined to be an extension of credit, Customer hereby grants a security interest in Customer's right, title and interest, now existing and hereafter arising, in and to any CPE, including all insurance, warranty, and chattel paper associated with CPE. Verizon or its assignee may, at its option, perfect ownership in CPE by filing a registration or financing statement (e.g., a Uniform Commercial Code filing) naming Customer as the debtor and identifying the ownership or security interest in the CPE, as applicable. Where an assignee, such as a third party financing company, holds title to CPE, Verizon may assign certain of its rights with respect to CPE to such assignee, including without limitation (a) the right to receive a portion of the payments due hereunder that relate to the CPE; (b) the benefits on a non-exclusive basis of (i) any indemnity and/or limitations of liability with respect to the CPE, and (ii) Customer's representations and warranties with respect to the CPE, in either case contained herein or the Master Terms; and (c) in the case of Customer's default, the right to non-exclusively enforce on its own behalf any of its assigned rights, including the right to enforce payment of amounts relating to the CPE, or to take possession of or enforce title to the CPE.
- 2.10.4 **Maintenance Warranty.** Subject to the conditions set forth in Risk of Loss and Title immediately above, maintenance of the CPE is included in the MRC referenced above. Verizon warrants that maintenance service will be performed in a good and workmanlike manner. Customer's sole remedy for a breach of that warranty is for Verizon to reperform the defective work.
- 2.10.5 **CPE Maintenance Responsibilities.** Verizon and its contractors are not responsible or liable for Customer's failure to provide backup power, or to adequately duplicate or document files or for data or files lost during the course of performance of maintenance services. Customer will provide a physical and electrical environment for the CPE that meets Verizon specifications and provide Verizon access to the CPE as reasonably necessary or useful for Verizon to perform its obligations. Customer is liable for any loss or damage to CPE resulting from theft, disappearance, fire or any other cause. Upon expiration, disconnection, or termination of service for any reason, and if Verizon requires the return of the CPE, Customer shall return the CPE at its expense, to Verizon or Verizon's designee, and such returned CPE shall be shipped to be received (i) no later than 15 business days after the termination is effective; and (ii) at the location as provided in writing by Verizon and in good repair, condition and working order, ordinary wear and tear excepted. If Customer fails to return the CPE within the above time period, then such failure shall constitute a Customer Event of Default hereunder and Cause under the Master Terms.
- 2.11 <u>Installation</u>. Business Connection installation shall take place during Normal Working Hours. If Customer requests an expedited installation at a Customer Site or requires installation at a Customer Site outside Verizon's Normal Working Hours, such installation shall be subject to a site survey and will be performed on an expedited basis at Verizon's sole discretion. As applicable, Customer shall pay an additional expedited install fee (Expedite Fee) and/or the Outside Normal Working Hours rate for the Service Establishment Fee (see Rates and Charges in Section 4 below). If Customer's request involves expedited services from a third party provider (a Telco), Customer shall pay the associated Telco charges.
- 2.12 U.S. Services for Mass Market Customers. 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.
- 2.13 <u>Emergency Calling Access Limitations</u>. Common events that can limit access to emergency calling include but are not limited to:
 - Loss of Power Supply. Business Connection will be interrupted if there is a loss of electricity/power supply.

- Loss of Broadband Service. Business Connection will be interrupted if the attendant broadband connection is not available.
- Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to Emergency Services.
- Failure to Register New Location of Equipment. Verizon is not able to provide Emergency Services to an end-user unless, in the U.S., unless the end-user has properly registered his or her service location.
- Non-Native Telephone Number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), Emergency Services access may be limited.
- **Roaming.** Emergency calling is not available for roaming calls.
- **Outbound Service.** Emergency calling is not available in jurisdictions that offer Outbound-only service.
- End User Notification. Customer will notify all of its end-users of Business Connection of the interaction and/or limitations of E-911 with Business Connection Service (including those detailed above) as set forth in these Service Terms for Business Connection and the E-911 Appendix. Customer is solely responsible for any third-party claims and any liability arising from Customer's failure to so notify its end users.
- 2.14 <u>Access to CPNI</u>. Customer's use of Business Connection may enable access to Customer Proprietary Network Information (CPNI) in the U.S. If Customer desires to designate an "Authorizer" strictly for VoIP CPNI, Customer will execute a "Designation Of Customer VoIP Administrator(s) With CPNI Authorizer" form provided by Verizon upon Customer's request, designating in writing one or more Customer "Administrators" authorized to access VoIP-related CPNI either directly or via an online application such as the ICP, if applicable.
- 2.15 <u>E-911 Emergency Calling in U.S.</u> A provider of "interconnected VoIP service" is required by the Federal Communications Commission ("FCC") to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. The FCC's requirements regarding interconnected VoIP service are addressed in the E-911 Appendix attached hereto.
- 2.16 <u>E-911 And VoIP IP Trunking Service</u>. Because Customer's IP Trunking may permit end-users to use Business Connection at other than Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer will, with respect to IP Trunking:
 - detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) uses a third-party service such as Red Sky to enable the conveyance of E911 calls to the proper PSAP from the end-user's current location;
 - only permit nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for interconnected VoIP service; and
 - otherwise block all VoIP calls attempted to be made via the nomadic service.
- 2.17 <u>Letter of Authorization</u>. To the extent Customer's Business Connection in the U.S. includes the provision of Verizon's Local voice service and Customer implements PS/ALI, Customer will execute Verizon's Letter of Authorization (LOA) that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Verizon will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Verizon, is now responsible for building, loading, and maintaining the location-specific ALI database for the call CPNs (calling party numbers) associated with the BTNs.
- 2.18 **<u>Regulatory Compliance</u>**. Business Connection is provided subject to regulations. Customer and its

end users shall ensure that Business Connection is used in accordance with regulations at all times. Such compliance shall include among other things, the following restrictions:

- (a) Customer shall ensure that its dial plan does not bypass international/long distance charges where such bypass is not permitted under the regulations;
- (b) Customer shall ensure the Business Connection is used strictly within a predefined set of users (Closed User Group), except where permitted by regulations;
- (c) Customer and its end users shall ensure Business Connection is not used to provide any part of a for-hire telecommunications service to an unrelated third party.

3. SERVICE LEVEL AGREEMENT (SLA)

- 3.1 <u>SLA Amendments</u>. The SLA for Business Connection in the respective regions is set forth at <u>www.verizonenterprise.com/terms</u>. Verizon reserves the right to amend SLAs from time to time, effective upon either posting of the revised SLA to that URL or providing other notice to Customer.
- 3.2 <u>SLA Credits</u>. The above-referenced SLAs, as applicable, set forth Customer's sole remedies for any claim relating to Business Connection (including, in the U.S., the related Internet Dedicated service and usage of the Network), including any failure to meet the conditions set forth in these SLAs. Verizon's records and data are the basis for all SLA calculations and determinations. Under these SLAs, the maximum amount of credit available to Customer for any calendar month shall not exceed the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Contract. Information provided to Customer through the VEC or through the IAC is for Customer information purposes only and will not be used to calculate any service credits that Customer may be entitled to pursuant to an applicable Business Connection SLA
- 3.3 <u>Limitations on VoIP Voice Quality SLA</u>. Verizon's VoIP Voice Quality SLA applies only if an enduser is using Business Connection via Verizon's Internet Dedicated Service at a Customer location covered by Verizon Business Connection. However, Verizon's VoIP Voice Quality SLA never applies to soft-phone use.

4. FINANCIAL TERMS

4.1 Business Connection - U.S. installations only. Monthly recurring charges (MRCs) and non-recurring charges (NRCs) and other charges specific to each Business Connection are described below and set forth in the Agreement or in the Customer's Service Order (SOF), as applicable. Rates and charges for the VoIP Service included within Business Connection that are designated as fixed for the Term are subject to change if the affected VoIP Service is subjected to regulation by any government or U.S. State, or if U.S. Federal regulation of VoIP Service affecting such rates and charges is expanded. Charges applicable to administrative and supplemental services for all Business Connections are set forth in the tables immediately below, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

Administrative and Supplemental Services	NRC Customer can choose to expedite any or all of the following three Business Connection elements and will pay the total NRC for any such selections. (Where quoted in U.S. dollars, amounts will be billed in the invoice currency.)			
Services	VolP	Internet Service	Dedicated	Local Access
				in the U.S.
Expedite Fee				
During Normal	\$700	\$	1,000	\$1,400

Working Hours Outside Normal Working Hours	\$1050	\$1,000	\$1,400
Cancellation Cancellation of Business Connection post- Order, prior to completion of Installation	\$800	\$800	\$800
Administrative Change	Not Applicable	\$60	\$60
After Hours Installation	Not Applicable	\$1000	\$600
Pending Order Change	Not Applicable	\$60	\$200
Physical Change	Not Applicable	\$60	\$200
Service Date Change	Not Applicable	\$60	\$100
Bandwidth Reconfiguration	Not Applicable	\$300	\$200

Administrative and Supplemental Services	NRC (Where quoted in U.S. dollars, amounts will be billed in the invoice currency.)
Service Establishment Fee During Normal Working Hours	Waived
Outside Normal Working Hours 1–24 Telephone numbers >24 Telephone numbers IDS Installation	\$150 per location \$375 per location \$1,000 per port
Dispatch Charge For dispatch of Verizon technician to make Customer-requested changes – charged per occasion: During Normal Working Hours Outside Normal Working Hours	\$500.00 per event \$750.00 per event
IDS Port Reconfiguration*	\$300 per port
Service Change Fee	

<u>During Normal Working Hours</u> Simple Complex	\$100 per event per location \$300 per event per location	
<u>Outside Normal Working Hours</u> Simple Complex	\$150.00 per event per location \$450.00 per event per location	
* Non-upgrade post-installation reconfiguration.		

4.2 **Business Connection – Bundled Pricing.** Customer will pay an MRC, which is fixed for the Term, for each Business Connection Customer selects. A minimum of four simultaneous call units must be purchased for each location. Each such simultaneous calling unit includes unlimited <u>intra</u>-enterprise VoIP calls (VoIP origination and termination within Customer's enterprise), an allotment of interenterprise VoIP calls (termination is outside Customer's enterprise – includes an allotment of domestic "long distance" minutes and unlimited local calling if Local service is offered in the affected region and purchased by Customer, as applicable) based on Customer's tier selection, and Verizon's Internet Dedicated Service as transport. Business Connection also includes customer premises equipment (CPE) and associated maintenance and implementation labor. Verizon will order the local loop access (Local Access) for Business Connection, the circuit charges for which are included in Customer's bundled pricing.

4.3 **Business Connection – Separate Charges**

- 4.3.1 **Overage Charges.** Customer will pay a per-minute charge for all minutes in excess of its allotment of inter-enterprise VoIP minutes. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month.
- 4.3.2 **International Calls.** Calls to international locations are billed at metered rates.
- 4.3.3 **Optional Network Features.** Optional network features are available as described below at additional charge and can be activated at any time from Verizon's VoIP portal.

4.4 **Termination; Cancellation**

- 4.4.1 **CPE Return.** Customers who do not renew Business Connection Service or who terminate Business Connection Service are required to return CPE provided by Verizon with Business Connection Service within 15 days of such non-renewal or termination.
- 4.4.2 Customer's Cancellation. If Customer orders Business Connection Service and then cancels prior to the Service Activation Date, Customer is subject to cancellation charges, based on the stage of CPE implementation, which may include charges (i) for all CPE provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling CPE purchase orders, CPE shipping charges for the return of CPE, if permitted by Verizon, removal of CPE, and other contractual obligations made by Verizon to meet its obligations under the Contract; and (iii) a minimum restocking fee of 35% of the price of the CPE for any CPE returned, provided such return is permitted by the provider of the CPE, and as authorized by Verizon.
- 4.4.3 **Disconnection of Standard Service Features.** If the Customer disconnects or ports out any standard service feature (as defined in Section 1.2), in whole or individually, before the contract term renewal date, Customer remains liable for the full bundle price through end of the contract term.
- 4.5 **Invoices.** Customer will receive a monthly invoice for Business Connection Service that will itemize the following components:

- Simultaneous Call Unit MRCs billed monthly in advance.
- Access service charges billed monthly in advance.
- Optional Feature Charges billed monthly in advance.
- Network Voicemail, commencing on the first invoice date following implementation of a voicemail box per Customer's order.
- Charges for CPE, billed monthly in advance;
- Administrative and Supplementary charges billed monthly in arrears.
- PSTN calling charges, as applicable, billed monthly in arrears.
- Long Distance overage charges and International calls billed monthly in arrears
- 4.6 <u>Basis of Calculation</u>. All charges shall be calculated by reference to data recorded or logged by Verizon and not by reference to any data recorded or logged by Customer, nor by reference to any information provided by Verizon to Customer for information purposes only.
- 4.7 **Quality of Service Charges**. Customer may adjust its QoS configuration up to five times within a 12month interval by working with Verizon technical support. Additional configuration adjustments within such 12-month period will be accommodated by Verizon at standard non-recurring rates for the applicable Internet Dedicated circuit
- 4.8 <u>Billing Initiation</u>. Billing for Business Connection will commence on the service activation date, even if Customer has delayed or Verizon is delayed in porting the numbers to the Business Connection Service for reasons beyond its reasonable control. However, billing for each telephone number will commence when the number is ported to Verizon.
- 4.9 <u>Telephone Number and Number Portability</u>. Telephone numbers are allocated by governmental regulatory authorities and are subject to the rules and regulations thereof. Verizon may change any or all VoIP Service telephone numbers on reasonable notice in order to comply with regulatory authority numbering plans or to avoid a breach of its license or registration, or otherwise to comply with any order or decision of the regulatory authority or any other competent authority.
- 4.10 <u>Additional Site Assessments.</u> If required, additional site assessment visits will incur additional charges.

5. LIST OF APPENDICES

Software Appendix Software and Documentation – Special Terms and Conditions (at <u>www.verizonenterprise.com/external/service_guide/reg/cp_bc_plus_software_appe</u> <u>ndix.pdf</u>)

CPNI Authorization Appendix Designation of Customer VOIP Administrator(s) with CPNI Authorization (at <u>www.verizonenterprise.com/external/service_guide/reg/cp_bc_plus_cpni</u> <u>authorization_appendix.pdf</u>) [U.S.-only]

E-911 Appendix E-911 – Emergency Calling Terms and Conditions for U.S. (at www.verizonenterprise.com/external/service guide/reg/cp bc plus e911 appendix.pdf)

Site Preparation Service Provisions Appendix Site Preparation Service Provisions Appendix (at www.verizonenterprise.com/external/service_guide/reg/cp_bc_plus_site_preparation_service_provisions_appendix.pdf)

6. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative definitions apply to Business Connection:

www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm