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ETHERNET PRIVATE LINE SERVICES

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1. GENERAL

- 1.1 <u>Service Definition</u>. Ethernet Private Line Services (EPL) provide a high speed, point-to-point, private line service that transmits simultaneous two-way traffic. Three different versions of EPL are available (Metro, National and International), based on the location of Customer's endpoints. As of October 1, 2010, orders for new circuits as well as orders for moves, adds, changes and upgrades for EPL are provided as Private Carriage Services.
- 1.2 **Platforms.** These terms apply to non-optimized Ethernet Private Line Services only.

1.3 Available Speeds

Classification	Definition	Available Bandwidths	Available Bandwidth (Intra-Europe Only)
EPL Metro	EPL circuit in which the originating end and terminating end of the circuit is within the same city	10M, 50M, 100M, 150M, 300M, 450M, 600M, 1000M	2M, 4M, 10M, 50M, 100M, 150M, 300M, 450M, 600M, 1000M
EPL National	EPL circuit in which the originating end and terminating end of the circuit is between cities within the same country	10M, 50M, 100M, 150M, 300M, 450M, 600M, 1000M	2M, 4M, 10M, 50M, 100M, 150M, 300M, 450M, 600M, 1000M
EPL International	EPL circuit in which the originating end and terminating end of the circuit is between countries	150M, 300M, 450M, 600M, 1000M	2M, 4M, 10M, 50M, 100M, 150M, 300M, 450M, 600M, 1000M

2. AVAILABLE VERSIONS

2.1 Ethernet Private Line-Metro (EPL-Metro)



- 2.1.1 **Service Description.** Ethernet Private Line-Metro (EPL- Metro), offers dedicated high bandwidth access, where facilities are available and connects a Customer's resources via a point-to-point, dedicated service that employs Ethernet as a termination solution, where both endpoints are within a single LATA or Corridor Service location.
- 2.1.2 Available Network Configurations. Prior to June 1, 2005, EPL-Metro was available in Type 1 and Type 2 network configurations. EPL-Metro at 1000 Mbps in Type 1 and Type 2 network configurations was provided via two SONET OC12 connections. EPL-Metro in Type 1 and Type 2 network configurations at 50 Mbps and greater was available only in locations where the RBOC Connecting Carrier provided the facilities not furnished via MCI Legacy Company facilities. From February 1, 2006 through February 28, 2011, EPL-Metro is available in Type 1 to Type 1 Network Configurations. Beginning March 1, 2011, EPL-Metro is available in Type 1 and Type 2 network configurations. Beginning March 15, 2016, EPL Metro is also available in a Type 2 to Type 1 network configuration.
- 2.1.2.1 **Type 1.** Where a Customer origination or termination connection is provided entirely by MCI Legacy Company-owned fiber within a building, or on other Verizon facilities designated as Type 1 identified at the following URL: https://enterprise.verizon.com/service_quide/secure/m_lit_buildings_SG.xls
- 2.1.2.2 **Type 2.** Where Customer origination and/or termination connection is provided by Verizon ILEC or Verizon ILEC-affiliate and neither is provided by MCI Legacy Company-owned fiber within a building, or on other Verizon facilities designated as Type 1 identified at the following URL: https://enterprise.verizon.com/service_quide/secure/m_lit_buildings_SG.xls
- 2.1.3 **Available Type 1 Locations.** EPL-Metro Type 1 configurations are available from locations in the following list of LATAs (Local Access Transport Areas):

LATA	City	State	LATA	City	State
120	Portland	ME	477	Huntsville	AL
122	Manchester	NH	482	Jackson	MS
126	Springfield	MA	490	New Orleans	LA
128	Boston	MA	520	St. Louis	MO
130	Providence	RI	522	Springfield	MO
132	New York Metro	NY	524	Kansas City	MO
134	Albany	NY	528	Little Rock	AR
136	Syracuse	NY	536	Oklahoma City	OK
140	Buffalo	NY	538	Tulsa	OK
222	Princeton	NJ	552	Dallas	TX
224	Newark	NJ	556	Waco	TX
228	Philadelphia	PA	558	Austin	TX
234	Pittsburgh	PA	560	Houston	TX
236	Washington	DC	566	San Antonio	TX
238	Baltimore	MD	628	Minneapolis	MN
246	Ashburn	VA	656	Denver	CO
248	Richmond	VA	660	Salt Lake City	UT
320	Cleveland	OH	664	Albuquerque	NM
324	Columbus	OH	666	Phoenix	AZ
326	Toledo	OH	668	Tucson	AZ
336	Indianapolis	IN	672	Portland	OR
340	Detroit	MI	674	Seattle	WA
346	Lansing	MI	720	Reno	NV
348	Grand Rapids	MI	722	San Francisco	CA
356	Milwaukee	WI	726	Sacramento	CA
358	Chicago	IL	728	Fresno	CA
422	Charlotte	NC	730	Los Angeles	CA



426	Raleigh	NC	732	San Diego	CA
438	Atlanta	GA	734	Bakersfield	CA
452	Jacksonville	FL	738	Stockton	CA
458	Orlando	FL	920	Stamford/Hartford	CT
460	Miami	FL	922	Cincinnati	OH
468	Memphis	TN	952	Tampa	FL
470	Nashville	TN	974	Rochester	NY
474	Knoxville	TN			

- 2.1.4 **Available Type 2 Locations.** EPL-Metro Type 2 configurations are available from locations in the Serving Wire Center codes specified in the Ethernet Private Line Pricing Zone List applicable to Type 3 rates in Section IV for periods on or after March 1, 2011.
- 2.1.5 Available Corridor Service Locations. InterLATA Service for Type 1 to Type 1 connections, known as Corridor Service, is provided between: LATA 132 and LATAs 222 and 224; LATA 222 and LATA 224; and, LATA 236 and locations in LATA 246 for which the local loop is furnished in whole via Verizon-owned facilities. Corridor Service is applicable to Service Area 2 found at the following URL: https://enterprise.verizon.com/service_guide/reg/cp_epl_metro_type_3_service_areas.htm on or after March 1, 2009 and applicable to Service Areas 2 and 3 for September 1, 2008 through February 28, 2009. All other Service Areas are intraLATA.

2.2 Ethernet Private Line-National (EPL-National)

- 2.2.1 **Service Description.** Ethernet Private Line-National (EPL-National), formerly Ethernet Private Line U.S., provides a high speed, point-to-point, private line service that transmits simultaneous two-way traffic between a Verizon designated Point-of-Presence (POP) in one exchange area and a Verizon designated POP in another exchange area on the Verizon's network, using a Ethernet interface for termination at the Customer location.
- 2.2.2 **Speed Requirements.** EPL-National is available with Type 1 dedicated Ethernet Private Line-Access (EPL- Access) which is provided pursuant to a separate service attachment with Verizon. The circuit speed selected for EPL-National must be equal to the bandwidth utilized for the EPL-Access portion of the circuit.

2.2.3 Available Features

2.2.3.1 **Virtual LAN (VLAN) Transparency- National.** Verizon does not tag EPL- National circuits, thereby allowing Customer to stack and manage tags as needed.

2.3 Ethernet Private Line-International (EPL-International)

- 2.3.1 **Service Description.** Ethernet Private Line-International (EPL-International), in combination with an Ethernet Private Line access connection, provides a high speed, point-to-point, private line service that transmits simultaneous two-way traffic between Customer locations in two different countries on Verizon's fiber-optic network, using a Ethernet interface for termination at the Customer location.
- 2.3.2 **Available Locations and Speeds.** Within the U.S. Mainland EPL-International is available from locations which can support Verizon Ethernet Private Line Access. Outside the U.S. Mainland Verizon provides EPL- International only to specified geographic areas, based on Verizon Points of Presence that support EPL -International. A list of Verizon Non-U.S. Points of Presence that support EPL-International is available from Verizon.
- 2.3.3 **Access Requirement.** EPL-International is only provided with Verizon's Ethernet Private Line Access at each endpoint, which is provided pursuant to a separate service attachment with Verizon.



2.3.4 Available Features

2.3.4.1 **Virtual LAN (VLAN) Transparency- International.** Verizon does not tag EPL-International circuits, thereby allowing Customer to stack and manage tags as needed.

3. SUPPLEMENTAL TERMS

- 3.1 <u>Minimum Term Commitment for EPL</u>. Customer commits to keep each EPL circuit in service (and associated access service) for at least twelve months. The term of the Agreement under which EPL is provided will automatically extend to apply to such orders until the service commitment has ended, even if the term of the Agreement ends earlier.
- 3.2 <u>Early Termination Charge for EPL</u>. If Customer terminates any EPL circuit, or any portion thereof, before its 12-month minimum commitment has expired, except for termination for Cause, such termination shall not be effective until 30 days after Verizon receives written notice of termination. In addition to paying all accrued but unpaid charges for the service incurred through the date termination becomes effective, for each terminated EPL circuit (including the local access component outside the U.S. Mainland for EPL-International) Customer may be required to pay, within 30 days after the termination becomes effective: (a) an amount equal to 75 percent of the monthly recurring charges for the EPL circuit remaining in the 12-month commitment, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, in no event will Customer's total termination liability exceed the full contract value of the terminated EPL circuit and related access.
- 3.3 **End Users**. Customer is solely responsible for interacting with end users regarding any administration, processes, and/or issues arising from any use of Ethernet Private Line by end users.
- 3.4 <u>Customer Responsibilities</u>. Customer is responsible for any and all damage to (i) Customer terminating equipment (CTE) not directly caused by Verizon's negligence or willful misconduct and (ii) the malfunction or failure of any equipment, facilities or systems provided by Customer.
- 3.5 <u>Interstate Service for EPL-National</u>. EPL-National is offered only on a jurisdictionally interstate basis. With respect to its use of EPL-National service. Customer agrees that more than 10% of Customers traffic crosses state line boundaries.
- 3.6 <u>Service Level Agreements</u>. The Service Level Agreements applicable to EPL are located in the Guide and set forth Customer's sole remedies for any claim relating to EPL, including any failure to meet the conditions set forth in the Service Level Agreements.

3.7 Ethernet Private Line-International Terms

- 3.7.1 **Installation and Support.** Customer is responsible for any and all damage relating to (i) customer terminating equipment (CTE), unless such damage was caused by the Verizon's negligence or willful misconduct (without limiting any other Verizon disclaimers or limitations of liability) and; (ii) the malfunction or failure of any equipment, facilities or systems provided by Customer.
- 3.7.2 **Maintenance.** For the avoidance of doubt, Verizon may interrupt EPL-International for scheduled or emergency maintenance. Customer is responsible for the configuration, operation, and maintenance of its Local Area Network (LAN) connected to EPL- International.
- 3.7.3 Service Not To Be Resold. EPL-International is intended for the use of Customer and Customers authorized EPL-International end users. Customer may charge EPL- International end users a user fee, but may not resell EPL-International. Verizon's relationship is solely with Customer. Customer is solely responsible for interacting with EPL-International end users regarding any administration, processes, and/or issues arising from any use of EPL-International by EPL-International end users.



- 4. **SERVICE LEVEL AGREEMENTS.** The following Service Level Agreements (SLA) apply:
- 4.1 <u>Ethernet Private Line-Metro Service Level Agreement</u>. The EPL-Metro SLA is at the following URL: https://enterprise.verizon.com/service_guide/secure/cp_epl_metro_sla_SG.htm
- 4.2 <u>Ethernet Private Line- National Service Level Agreement</u>. The EPL-National SLA is at the following URL: https://enterprise.verizon.com/service_guide/secure/cp_epl_national_sla_SG.htm
- 4.3 <u>Ethernet Private Line- International Service Level Agreement</u>. The EPL-International SLA is at the following URL: https://enterprise.verizon.com/service_guide/secure/cp_epl_international_sla_SG.htm
- 5. **FINANCIAL TERMS.** Customer will pay the charges for Ethernet Private Line Services specified in the Agreement and at the following URL: https://enterprise.verizon.com/service/cp-epl-rates-charges.pdf.
- 6. **DEFINITIONS**. The following definitions apply to Ethernet Private Line Services. In addition to the definitions identified at the following URL: https://enterprise.verizon.com/service_guide/reg/g_online_definitions.htm

Term	Definition
LATA (Local Access	A geographic area established by law and regulation for the provision and
Transport Area)	administration of telecommunications services.
MCI Legacy Company	An Affiliate of Verizon that was an Affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States.
Private Carriage Service	Service provided to a Customer on an individual basis, whose rates, terms and conditions are subject to negotiation between Verizon and Customer, and not offered for sale ubiquitously to the general public at publicly posted rates. If rates, terms and conditions cannot be satisfactorily negotiated with a Customer, Verizon reserves the right not to sell such Private Carriage Service to that Customer.
RBOC (Regional Bell	One of the seven ILECs established in the U.S. Department of Justice 1984
Operating Company)	Consent Decree with AT&T. The RBOC carriers are Ameritech, Verizon (NYNEX)
	or Verizon North, Verizon (Bell Atlantic) or Verizon South, Bell South, Pacific Bell (PacBell), Southwestern Bell and US West (Qwest).