



BROADBAND +

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6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Broadband+ (Broadband) utilizes public internet protocol (IP) as a means of transport from Customer Sites to Verizon's and/or Third Party network services using a range of broadband access technologies including but not limited to copper, wireless, fiber or cable lines. Verizon may provision Broadband to Customer either directly, through different Third Parties, either through resale of such Third Party's service to Customer or, as described below, as agent for such Third Party in certain locations within the United States. Broadband must be used in conjunction with a Verizon or Third Party- provided global network service, and primarily for the purpose of connecting a Customer Site to that network service. Broadband cannot be used solely for Internet access and is not sold on a standalone basis. The Parties acknowledge and agree that, in certain locations within the United States (Out of Franchise or OOF locations), Broadband will be provided to Customer directly by a Third Party (i.e., Verizon shall act as an agent on behalf of the Third Party in arranging Service) and, in such instances, Verizon may provide consolidated billing, customer care and other ancillary services to Customer pursuant to agreement with such Third Party. The identification of the OOF locations and details of such arrangements will be available from Customer's account representative. With respect to services provided in OOF locations, all references in this Service Attachment to Verizon shall be deemed to be references to the applicable Third Party that is providing Broadband directly to Customer in such OOF locations.

1.2 **Standard Service Features**

- 1.2.1 **IP Addresses.** A suitable number of dynamic or static (as available) IP addresses (IPv4 protocol) to be used in conjunction with Broadband will be assigned in accordance with the currently applicable assignment guidelines in the relevant region. These IP address are provided from the ASN network of Verizon or a third party supplier.
- 1.2.2 **Service Equipment.** Service Equipment may be via an Ethernet interface. In the countries where Service Equipment is not available as part of Broadband the Broadband circuit will be terminated on Verizon or Customer provided equipment.
- 1.2.3 **Broadband Technology.** Broadband services are based on different technologies and the quality of the service can vary based on the technology available, including from Third Parties.
- 1.3 **Optional Service Features.** Additional IP address blocks may be available, though such availability and block size may vary. An IP justification form may be required if additional IP addresses are requested.

1.4 **Customer Responsibilities**

- 1.4.1 **Forms.** Where Verizon or a Third Party requires certain forms to be signed to process Customer's order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly.
- 1.4.2 **Customer Equipment.** Customer is responsible for providing the necessary Customer Equipment to connect its network to the Service Equipment to enable Customer's use of Broadband and for ensuring that such Customer Equipment is fully compatible with the Service Equipment. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment.
- 1.4.3 **Customer-Provided Local Access.** Where required by Verizon or as otherwise may be agreed with Customer, a Customer provided Local Access may be used. Local Access should have the technical specifications required for Broadband. For Broadband using a Customer provided local access, Customer may use the local access for PSTN/ISDN services in addition to Broadband; however, certain PSTN/ISDN-services may not be compatible or may operate at a lower speed. PSTN and ISDN services are not part of the Broadband.
- 1.4.4 **Customer Space.** Customer is solely responsible to assess Customer's space, facilities, computer and transmission capacity needs, interoperability of Broadband with Customer Equipment and Customer's network. Any extra cabling necessary within the Customer Site, including but not limited to the connection between the Broadband entrance point and Customer's IP connection point, is not included in the provision of Broadband and is Customer's responsibility.
- 1.4.5 **Compliance with Instructions.** In order to safeguard the integrity of Verizon or the Third Party network, or to enable provisioning of Broadband, Verizon or the Third Party may take certain measures and give instructions to Customer, where necessary, to prevent or correct deficiencies in the Verizon Facilities or Third Party facilities or Broadband. Customer shall comply with any such instructions promptly.
- 1.4.6 **Disconnection.** Upon termination of the Broadband, Customer shall be required to disconnect the Customer Equipment from the Third Party's network.
- 1.4.7 **POTS Line.** If required, Customer shall arrange for a Carrier-provided POTS line – standard telephone line – to be in place for Broadband. The POTS line should have the technical specifications required for Broadband.

1.4.8 **IPv4 Addresses.** Prior to requesting any IPv4 addresses from Verizon, Customer will ensure that it is utilizing a minimum of 80% of any IPv4 addresses obtained from any source prior to making the request. Customer also acknowledges and agrees that (i) Customer will retain such addresses for at least 30 days after Verizon's activation of the circuit associated with such addresses; and (ii) Customer agrees to use 80% of the IP addresses provided by Verizon within 12 months after Verizon's activation of the circuit associated with such addresses.

2. SUPPLEMENTAL TERMS FOR THIRD PARTY SERVICES

- 2.1 **Third Party End User Agreement.** Where Verizon acts as an agent on behalf of a Third Party for Broadband in the United States and Customer orders such services, the execution of a Service Order for the Third Party's Broadband services will constitute a contract with the Third Party Broadband provider and Customer agrees to be bound by the terms and conditions of the end user services agreement for such services. Customer authorizes Verizon to submit the order for such services to the Third Party on Customer's behalf and to perform any administrative functions required to formalize the contract between Customer and the Third Party. If the Third Party provides notice to Verizon that Customer has breached the Third Party's end user services agreement, the applicable Broadband services will be terminated as directed by the Third Party. The Third Party end user services agreement is specified at the following URL: www.entelesource.com/exhibits/Verizon_EUSA_20.pdf
http://entelesource.com/exhibits/Verizon_EUSA.pdf
- 2.2 **Technical Feasibility and Broadband Availability.** In order to determine whether Customer can receive Broadband, the Third Party may conduct a technical feasibility check after receipt of an Order signed by Customer. In addition, the actual availability of Broadband may not be determined definitively until the date of installation. If Broadband is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote Broadband circuit(s) based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Broadband circuit(s) is deemed not available and other Broadband circuit(s), sometimes with higher charges may be required and in such instances the circuit is requoted to Customer. For information purposes, sometimes it is only when an engineer arrives on site that a lack of capacity at the local level is discovered.
- 2.3 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Broadband service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the Order(s) affected by the special construction charges, with no cancellation fees.
- 2.4 **No Control and No Warranty.** Customer acknowledges that where Broadband is provided via a Third Party, Verizon exercises no control over that Third Party. Other than as specified in the clause entitled Support, Verizon does not resolve any performance issues relating to Third Party provided Broadband. Broadband is provided as-is. Neither Verizon nor Third Party warrants that Broadband will be available, uninterrupted or error-free.
- 2.5 **Support.** In the event of a report of Broadband interruptions or other performance issues, Verizon helpdesk will contact the Third Party and relay any information received from the Third Party to the Customer.
- 2.6 **Termination.** In the event Broadband is cancelled or is no longer offered by the Third Party or its underlying suppliers, for any reason at all, Verizon shall have a right to terminate the Broadband upon providing reasonable notice to Customer. In such cases, Verizon shall make reasonable efforts to provide a replacement service. If Customer does not wish to accept a functionally equivalent service or where such functionally equivalent service is not available, Broadband will be cancelled.

3. OTHER SUPPLEMENTAL TERMS

- 3.1 **Security.** Customer acknowledges that it is solely responsible for the security of its network, facilities and Customer's traffic when using Broadband, including determining whether such traffic should be encrypted.
- 3.2 **Speeds.** Any quoted transmission speeds for Broadband as set out in the Order refers to the maximum download and upload speed achievable with Broadband under ideal conditions. For information purposes the normally available download and upload speed and minimum download and upload speed may be lower than the maximum download and upload speed for a variety of reasons including without limitation, network congestion, line interference and Internet congestion. These situations may occur when the service is congested and there is a high volume of users during a peak time.
- 3.3 **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 <https://www.verizon.com/about/our-company/open-internet>.
- 3.4 **Delays in Installation.** In the event that Customer cancels the original installation date, Verizon reserves the right to terminate the Customer's Order where Customer has failed to agree with Verizon on a revised installation date for Broadband within 25 days from the original installation date. In such circumstances Customer will be liable for any costs incurred by Verizon resulting from cancellation of Broadband.
- 3.5 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VOIP transmissions over the Verizon Facilities. To the extent such regulations apply, Customer shall comply with such regulations as applicable.
- 3.6 **Use Restrictions in Turkey.** The use of Broadband by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of Broadband by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer will indemnify and hold harmless Verizon from any fines, penalties, losses, damages, costs or expenses arising out any violation by Customer or its authorized users of the foregoing prohibition.
- 3.7 **Service in India**
- 3.7.1 **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 Broadband 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).
- 3.7.2 **Restriction on Encryption Functionality in India.** The use of encryption shall be governed by the government policy/rules made under the Information Technology Act, 2000.
- 3.7.3 **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 Broadband in order to monitor and prevent unlawful activity over Verizon's Network. Where Customer uses Wi-Fi connectivity in relation to Broadband, Customer shall employ appropriate authentication processes to secure

Verizon's Network and retain records of all authorized end users of Broadband. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to identify and locate end users.

- 3.7.4 **Additional Documentation in India.** Customer will complete and sign the document in the form set out at https://enterprise.verizon.com/service_guide/reg/cp_ids_plus_schedule_1_proforma.pdf Schedule 1 Proforma for checking bona fide of Verizon Internet Dedicated and Broadband Customers.

4. SERVICE LEVEL AGREEMENT (SLA)

No service level agreements are included with Broadband except when Broadband is combined with Wireless Backup in the U.S. only. That Broadband SLA can be found at the following URL: www.verizonenterprise.com/external/service_guide/reg/cp_ibs_broadband_sla.pdf

5. FINANCIAL TERMS

- 5.1 **Details.** Customer will pay the monthly recurring charges (MRCs), which are fixed for the Service Commitment and non-recurring charges (NRCs) for Broadband as specified below, at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm and in the applicable Order or Online Terms. Customer will also pay additional MRCs, which are fixed for the Service Commitment and NRCs for any optional features that may be applicable to the particular Broadband service and subscribed to in this Contract. MRCs will be charged in advance. On the invoice delivered to Customer, Broadband service will be identified as "Access-Broadband Access" and "Broadband". For Broadband provided by a Third Party, Verizon will invoice Customer for such services immediately following implementation.

- 5.2 **Administrative Charges.** The Administrative NRCs specified below are applicable to Broadband. While the charges shown are quoted in United States dollars, actual charges will be billed in invoice currency.

| Administrative Charge | Charge Instance | NRC |
|-----------------------|-----------------|------|
| Administrative Change | Per Change | \$60 |
| Pending Order Change | Per Order | \$60 |
| Physical Change | Per Order | \$60 |
| Service Date Change | Per Order | \$60 |

- 5.3 **Return of Service Equipment.** Verizon will provide Customer with Service Equipment (a router). Customer must return the Service Equipment within 10 business days following any termination of Broadband. If Customer fails to return the Service Equipment within such time period, Verizon will bill Customer Verizon's list price for the Service Equipment.
- 5.4 **Early Termination.** If Broadband is terminated by Customer without Cause, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments that would have been due under the Order for such terminated Broadband services, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 5.5 **Volume Commitments and Third Party Services.** Where Verizon acts as an agent on behalf of a Third Party for Broadband in the United States and Customer orders such services, the charges for such services shall not apply to any Volume Commitments agreed to by Verizon and Customer.
- 5.6 **Missed Appointment Charge.** If Customer schedules an appointment for a technician to install equipment or perform maintenance at a Customer Site and Customer misses the appointment, Customer may be subject to a missed appointment charge.

6. **DEFINITIONS.** The following definitions apply to Broadband, 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 |
|-------------|-------------------------------------|
| ASN | Autonomous System number |
| ISDN | Integrated Services Digital Network |
| PSTN | public switched telephone network |