

Part I: Rates and Charges. Part II: Service Description and Requirements. Part III: Terms and Conditions. Part IV: Service Level Agreement ("SLA").

 Business Connection – U.S. installations only. Monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") and other charges specific to Business Connection are described below and set forth in the Contract 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 Business Connection are set forth in the tables immediately below.

Administrative and Supplemental Services	NRC Customer can choose to expedite any or all of the following 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.)		
	VolP	Internet Dedicated Service	Local Access in the U.S.
Expedite Fee			
During Normal Working Hours	\$700	\$1,000	\$1,400
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	
1–24 Telephone numbers >24 Telephone numbers	\$100 per location \$250 per location
Outside Normal Working Hours	
1–24 Telephone numbers	\$150 per location
>24 Telephone numbers	\$375 per location
IDS Installation	\$1,000 per port
Dispatch Charge	
For dispatch of Verizon technician to make	

Customer-requested changes – charged per occasion: <u>During Normal Working Hours</u> <u>Outside Normal Working Hours</u>	\$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 <u>Outside Normal Working Hours</u> Simple Complex	<ul> <li>\$100 per event per location</li> <li>\$300 per event per location</li> <li>\$150.00 per event per location</li> <li>\$450.00 per event per location</li> </ul>
* Non-upgrade post-installation reconfiguration.	

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 <u>inter</u>-enterprise VoIP calls (termination is non-VoIP and/or outside Customer's enterprise – includes "long distance" or "National" calls, as applicable) based on Customer's tier selection, unlimited Local calling, and Verizon's Internet Dedicated Service as transport. Business Connection also includes customer premises equipment ("CPE" – purchased from Verizon pursuant to a separate Service Attachment) 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.

### 3. Business Connection – Separate Charges

- 3.1 **Overage Charges.** Overage charges will apply for minutes in excess of established limits. 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.
- 3.2 **International Calls.** Calls to international locations are billed at metered rates.
- 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. Termination, Cancelation, Reduction of Simultaneous Calls

- 4.1 **Customer's Cancelation.** 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, in addition to cancellation charges due under the separate Online Service Terms for CPE, may include charges for all expenses incurred up to the date of cancellation, including but not limited to contractual obligations made by Verizon to meet its obligations under the Contract.
- 4.2 **Simultaneous Calls Reduced.** If Customer reduces its simultaneous call units prior to 60 days before the Contract Term renewal date, then Verizon may charge and Customer will pay an amount equal to (i) 25% of the MRC for each simultaneous call unit reduced times the number of months remaining in Customer's 2-year Service Commitment Period or (ii) 20% of the MRC for each simultaneous call unit reduced times the number of months remaining in Customer's 3-year Service Commitment Period, as applicable.
- 5. **Invoices.** Customer will receive a monthly invoice for Business Connection 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 maintenance, 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.
- 6. **Basis for Calculation.** 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.

### Part II: Service Description

- General Description of Business Connection. Business Connection is a bundled configuration offered in the U.S. only and comprised of VoIP Integrated Access Service, Verizon's Internet Dedicated Service ("IDS"), equipment, and maintenance (collectively "Business Connection") that enables Customer to transport voice and data traffic via Internet Protocol ("IP") packets over eligible transport options. IP Integrated Access is designed for small- to medium-sized locations requiring converged voice and data access. IP Integrated Access works with existing Key or PBX systems.
  - 1.1 **Simultaneous Calling Capacity.** The number of voice channels configured for a Customer VoIP site determines the simultaneous calling capacity of that site. The simultaneous calling capacity is the maximum number of concurrent calls inbound and outbound available at a site. If the simultaneous calling capacity is fully consumed, the next call originator will receive a busy signal. The minimum simultaneous calling capacity for any Customer Site receiving Business Connection is four.
  - 1.2 **Priority**. Voice calls (inbound or outbound) always take priority over data traffic within Business Connection.
- 2. Internet Dedicated Service. The following dedicated Internet access tiers (in Mbps) are available with Business Connection: 1.544, 3, 4.5, 5, 6, 10, 20, 30, 40, 50, and 100 ("Internet Dedicated Service" or "IDS"). (Effective September 23, 2016, no new orders for the 1.544 and 3 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.
  - 2.1 **IDS Network.** IDS provides 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").
  - 2.2 **Features.** 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.
    - 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.
  - 2.3 **IP Addresses.** A suitable number of IP addresses to be used in conjunction with IDS will be assigned at Customer's request and in accordance with Verizon's then-current applicable assignment guidelines and the applicable registry guidelines and policies. Verizon cannot guarantee that other IP address areas previously assigned by other Internet providers can be reused for the Verizon connection as a result of superseding guidelines. Customer may use its own, already assigned provider-independent IP addresses.
  - 2.4 **Primary/Secondary Domain Name Service.** Domain name service ("DNS") Hosting denotes the basic network service that translates host and domain names into corresponding IP addresses, and vice versa. When registering a domain name, the registrant must provide the addresses of at least two servers to translate the IP addresses of machines into their respective host names.
  - 2.5 Internet Dedicated Quality of Service. With 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 (EF, AF4, AF3, AF2, and BE), and up to four QoS classes (EF, AF3, AF2 and BE) for T1 connections, based on the IP precedence settings that Customer applies to the Type of Service (ToS) byte in the IP header. Based on the traffic priorities set by Customer, the various traffic flows are provided a portion of bandwidth that favors higher priority traffic over lower priority traffic during times of congestion. Customer may adjust its QoS configuration up to five times within a 12-month 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. 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		
	<ul> <li>AF4, AF3, and AF2 distinguished under congestive egress state</li> </ul>		
	Can access unused bandwidth from other classes		
Best Effort (BE)	Lowest priority		
	Class-based weighted fair queuing		
	Can access unused bandwidth from other classes.		

- 3. Local Access. Business Connection includes a Verizon-provisioned Local access circuit from each Customer Site to the nearest Verizon Local or Verizon partner point of presence ("PoP").
- 4. **Customer Premises Equipment ("CPE").** Business Connection includes the provision of a VoIP gateway as CPE. Customer shall purchase this CPE pursuant to the Online Terms for Customer Premises Equipment and Related Services (Optimized Services):

http://www.verizonenterprise.com/external/service\_guide/reg/cp\_cpe\_toc.htm

- 5. Availability. Business Connection is available in the U.S. at all locations where Verizon VoIP Service (including long distance and Local service) is available. Verizon cannot guarantee that Local Access will be available at any particular Customer location; in some cases, the availability of Local Access at a particular location cannot be determined until the date of installation of Local Access at that location. In some instances, Verizon's provision of Local Access is dependent on third-party Local Access service providers.
- 6. **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 that includes a statement of work.
- 7. **Technical Support Local Helpdesk.** Local Helpdesks offer support during Normal Working Hours. Outside Normal Working Hours, calls will be automatically redirected to a Central Helpdesk for 24 x 7 support.
- 8. Site Assessment Survey. A Site Assessment Survey is included with Business Connection at no additional charge. 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.
  - If the Customer's location(s) are not suitable, Verizon or the third party may provide a price quote to Customer to bring the locations in compliance. Customer has the option to accept the quote, order the compliance services, and Verizon or the third party as applicable, will proceed to complete the tasks. Customer may also complete the required work independent of Verizon.
  - All on-site work must be indoor work.
  - ]If required, additional site assessment visits will incur additional charges.
- 9. Local/National Calling Services
  - 9.1 Outbound PSTN ("Local") Traffic (not applicable to "Site-to-Site-only Calling"- see below)
    - 9.1.1 Business Connection enables Customer to place calls to most PSTN destinations ("PSTN voice calls"), including but not limited to, Local, national, international, fixed-to-mobile, Directory Enquiries and non-geographic destinations. In the U.S., the charge for PSTN (Local) voice calls is included in the MRC per simultaneous calling unit.
    - 9.1.2 Customer's calls to PSTN destinations are routed from the in-country/Local Verizon VoIP network gateway, which is connected to Verizon's PSTN Local switch. Verizon's PSTN network then routes the call to the destination.
    - 9.1.3 End-users must dial the full public number area codes must be dialed for Local calls to successfully complete a call.
    - 9.1.4 In the case of IP Integrated Access, Business Connection supports call reject error codes, which, when an unsupported call type is received, are passed back to Customer's PBX over the ETSI PRI or BRI interface. 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.
  - 9.2 **Operator Services.** Customer may use Business Connection to obtain the assistance of a Local operator to complete local exchange telephone calls, subject to the standard charges assessed for such service.

- 9.3 **Local Number Portability.** Number portability is a feature where Customer can choose to keep its existing telephone numbers for use with Business Connection. Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time Business Connection is made available for use, or delay LNP for up to 10 days afterwards. However, billing for Business Connection will commence when Business Connection is available for Customer's use, even if Customer has delayed LNP or Verizon is delayed in porting the numbers to the Business Connection for reasons beyond its reasonable control. The availability of number portability in any particular jurisdiction is subject to local laws, regulations, and the policies of Customer's voice service provider.
- 9.4 **Directory Assistance.** 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. Standard charges, if applicable, will be assessed for such service.

#### 10. VolP Features

10.1 **Online Management by Customer Administrator.** Business Connection provides on-line management tools for use by Customer's Administrator either through the Verizon Enterprise Center or Integrated Administrative Console web portals.

#### 10.2 **Customer Portals**

10.2.1 **Integrated Administrator Console ("IAC").** Customer's Administrator can establish and maintain the settings for Customer's network. The IAC provides the Administrator with the capability to maintain Customer Groups and set-up/maintain enterprise-wide call routing and restriction.

#### 10.2.2 Verizon Enterprise Center ("VEC")

- 10.2.2.1 The VEC provides Customer with the capability to maintain Customer Sites, setup/maintain end-users, set-up/maintain enterprise-wide call routing and restriction.
- 10.2.2.2 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.
- 10.2.2.3 Reports available with Business Connection are provided to Customer through the VEC or through the IAC, including Concurrent Call reports, Call Detail and Statistics by Day, Week or Month. More details regarding Business Connection are available at the training and documentation portal accessible to Business Connection customers.

#### 10.3 Fax Support

- 10.3.1 Fax calls are supported by Business Connection; however, ISDN Fax Group 4 and 64 kbps clear channel (Unrestricted Digital Information) call types are not supported.
- 10.3.2 An analog converter is required to connect to a fax machine.
- 10.3.3 When a fax machine is connected to a port of an analog converter, that port will be configured to support only G.711 codec, the only fax-supportable codec except for T.38, described below.
- 10.3.4 Verizon VoIP supports the T.38 fax codec. However, not all IP PBXs support the T.38 codec for fax transmission. Customer needs to consult its IP PBX vendor to ensure that the equipment can send/receive faxes via T.38.
- 10.4 **End-user Level Features and Options.** The following end-user level features, associated with specific ICP (Integrated Communication Package) bundles are available with Business Connection at no additional charge (except for the User Profile-related charges) unless otherwise stated in Part I. End-user level features within this Section that are dependent upon inbound PSTN calls are not available with the "Site-to-Site-only Calling" option.
  - **PBX Group.** Includes all features of the IP PBX or PBX at a Customer Site, plus the following Verizon VoIP features: Calling Line ID Delivery (number only) and Direct Inward Dial Numbers.
  - **Key Group.** Includes all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Forwarding, Call Return, Call Trace, Call Transfer, Call waiting, Cancel Call Waiting, Calling Line ID Delivery (number only), Consultation Hold, Direct Inward Dial Numbers, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).
- 10.5 **VoIP IP Enterprise Routing ("VIPER") (Optional).** VIPER allows calls between 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. and only available in non-U.S. jurisdictions that permit connections among unrelated third parties.

**Verizon Wireless Connected VoIP (Optional).** Verizon Wireless Connected VoIP allows calls originating from a Business Connection Customer location to be terminated to any Verizon Wireless telephone number without incurring per-minute U.S.-domestic, EMEA, 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. This feature can only be used when dialing Verizon Wireless telephone numbers. Verizon Wireless Connected VoIP is available for Business Connection locations in the U.S. but may terminate to any Verizon Wireless telephone number.

10.6 **Redirect to TN.** In the event of an IP address being unreachable, "Redirect to TN" enables all inbound VoIP calls to be automatically redirected to an alternate number (which can be a VoIP or PSTN number), whether or not Verizon-owned and whether or not within the same country. Once connectivity with the original IP address is re-established, the primary route will be resumed (except for those calls that have already been redirected).

The feature is assigned within the IAC portal and -

- For IP Integrated Access using PBX Group: is a sub-feature named "PBX Group unreachable," whereby trunk group calls are redirected to a single PSTN number or, where the PBX/IP-PBX supports routing-based CLI, to individual telephone numbers; or
- For IP Integrated Access using Key Group: is a sub-feature named "Call Forward unreachable," whereby calls are redirected to individual PSTN numbers.

#### 10.7 Calling Line Presentation ("CLIP") and Calling Line Restriction ("CLIR") Caller ID Information.

- CLIP allows an end-user to present his or her own default CLI. CLIR allows the end-user to restrict the presentation of his or her CLI.
- CLIP and CLIR can only be used where these features have been set up within Customer's "Site Profile."
- 10.8 **Caller ID Information Inbound Anonymous Call Rejection ("ACR").** ACR allows end-users to reject incoming calls when the CLI is not presented. This feature can only be used where it has been set up in the User Profile. All incoming calls, where the CLI is not presented, will be rejected by the SIP servers for the particular User that selected ACR in his User Profile.

#### 11. Customer Responsibilities

- 11.1 **Cooperation.** Customer will provide Verizon and/or its subcontractor(s) with such assistance (including access to Customer Sites where any Business Connection is provided) and information as is reasonably required to provide Business Connection.
- 11.2 Facilities
  - 11.2.1 **Customer-Obtained.** Except as otherwise expressly stated herein or in another Verizon Service Description or Service Attachment, 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 CPE (defined below), or otherwise for use in conjunction with Business Connection ("Facilities").
  - 11.2.2 **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.
  - 11.2.3 **Compatibility.** Customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified by Verizon for use with Business Connection or successful completion of Verizon's VoIP Interoperability Program, where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. If Customer connects any 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, and Customer waives any claims against Verizon relating to the performance of Business Connection. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN.

#### 11.3 **CPE Maintenance**

11.3.1 **Environment.** Customer must identify a suitable location for CPE purchased by Customer to enable Business Connection, 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.

- 11.3.2 **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.
- 11.3.3 **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.
- 11.3.4 **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.
- 11.4 **Accurate Information.** Customer will provide Verizon with accurate and up-to-date information (i) when ordering Service and (ii) when contacting Verizon to report a suspected fault and responding to questions related to such fault. Verizon shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.
- 11.5 **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, 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. 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.

#### 12. Service Requirements

- 12.1 **PSTN Access Backup.** Customer will install, maintain, and pay for any PSTN access circuit backup.
- 12.2 **Minimum Bandwidth.** The minimum access circuit bandwidth supported for Business Connection is 1.544Mbps (4.5 Mbps for new orders, effective September 23, 2016).
- 12.3 **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.
- 12.4 **Codecs.** Business Connection supports the following Codecs: G.711, G.729, T.38, and G.722/H.264.
- 12.5 **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. 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. In a "Centralized Multi-Site" environment, SIP Channels are configured to each Customer Site contained therein.
- 13. Customer Service and Support. Technical support is available twenty-four (24) hours a day, seven (7) days a week via the local Verizon Customer Service Centers, the telephone numbers of which will be communicated to Customer.
- 14. **Invoice Reporting.** Customer will have instant access to an on-line reporting tool, available at no charge, that provides interactive management and information for its billable voice calls.

#### Part III: Terms and Conditions

- 1. Business Application. Business Connection is offered only to commercial business customers.
- 2. No Resale
  - 2.1 **Business Connection.** Business Connection is provided only to Customer. Resale by Customer of Business Connection as a stand-alone service is prohibited.
  - 2.2 Internet Dedicated Service. 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.
- 3. **Auto Dialers.** 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.
- 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.
- 5. Unified Site. 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.
- 6. **Service Disclaimer.** Verizon is not responsible for the following conditions or equipment that may affect Business Connection:
  - Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("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 (the charges for which Customer will be solely responsible).

#### 7. Restrictions

- 7.1 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.
- 7.2 At any given time, Customer may only place as many concurrent calls as it has purchased.
- 8. **Call Origination.** Customer is required to provide Verizon with accurate information reflecting its calls' originating location. Customer must not alter the originating location of any of its calls to reflect an intermediate point or some point other than where the call originated in compliance with geographic number portability regulations. Upon request from Verizon, Customer will provide Verizon with supporting information to confirm the accuracy of the originating call information from all such calls. Customer hereby indemnifies Verizon with respect to any third-party claims associated with Customer's failure to fulfill its obligations under this section.
- 9. Demarcation. The demarcation point in respect of Verizon's responsibility for Business Connection is:
  - 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.
- 10. **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 Verizon access to the CPE as reasonably necessary or useful for Verizon to perform its obligations.

- 11. Installation. 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 Part I, above). If Customer's request involves expedited services from a third party provider (a "Telco"), Customer shall pay the associated Telco charges.
- 12. Emergency Calling Access Limitations. 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., 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. Customer is responsible for notifying its end users of the limitations in relation to emergency calling via Business Connection (including those detailed above), and Customer shall be solely responsible for any third-party claims and any liability arising from Customer's failure to so notify its end users.
- 13. Access to CPNI. Customer's use of Business Connection may enable access to Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:
  - To execute a "Designation Of Customer VoIP Administrator(s) With CPNI Authorizer" form provided by Verizon (see the CPNI Authorization Appendix attached hereto), designating in writing one or more Customer "Administrators" authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application such as the ICP, if applicable; and
  - To cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.
- 14. E-911 Emergency Calling in U.S. The FCC's requirements regarding "interconnected VoIP service" are addressed in the E-911 Appendix attached hereto.
- 15. Letter of Authorization. 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.
- 16. **Regulatory Compliance.** 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.

### Part IV: Service Level Agreement ("SLA")

- 1. **SLA.** The SLA for Business Connection in the respective regions is set forth at www.verizonbusiness.com/terms. 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.
- 2. **SLA Credits.** 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.

3. Limitations on VoIP Voice Quality SLA. Verizon's VoIP Voice Quality SLA applies only if an end-user is using Business Connection via Verizon's Internet Dedicated Service or Private IP Service at a Customer location covered by Business Connection. However, Verizon's VoIP Voice Quality SLA never applies to soft-phone use.

#### LIST OF APPENDICES

Software Appendix	Software and Documentation – Special Terms and Conditions	
<b>CPNI</b> Authorization Appendix	Designation of Customer VOIP Administrator(s) with CPNI Authorization [U.Sonly]	
E-911 Appendix	E-911 – Emergency Calling Terms and Conditions for U.S.	
Site Preparation Service Provis	ons Appendix Site Preparation Service Provisions Appendix	

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