ETHERNET SWITCHED E-LINE + (Optimized Service) ETHERNET VIRTUAL PRIVATE LINE (Non-Optimized Service)

- 1. GENERAL
- 1.1 Service Definition.
- **1.2 Standard Service Features**
- 1.3 Optional Feature -- Dynamic Network Manager
- 2. AVAILABLE VERSIONS
- 2.1 Optimized Service Ethernet Switched E-Line +
- 2.2 Non-Optimized Service Ethernet Virtual Private Line
- 3. SUPPLEMENTAL TERMS
- 3.1 Interstate Service U.S. Only.
- 3.2 Restriction on Encryption Functionality in India.
- 3.3 Non-Optimized Service
- 4. SERVICE LEVEL AGREEMENT
- 5. FINANCIAL TERMS
- 5.1 Billing Start Date.
- 5.2 Optimized Service
- 5.3 Non-Optimized Service
- 6. DEFINITIONS

1. GENERAL

- <u>1.1</u> Service Definition. Verizon's Ethernet Switched E-Line + and Ethernet Virtual Private Line (EVPL) services are functionally comparable services providing point-to-point and point-to-multipoint connectivity between two Customer Sites, including data center to data center, LAN to LAN, and host to remote sites. They are referred to collectively in this document as Ethernet Line service.
- 1.1.1 **Platforms**. Except where explicitly stated otherwise, these terms apply to both services: Ethernet Switched E-Line +, an Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and Ethernet Virtual Private Line, a non-Optimized Service.
- 1.2 **Standard Service Features**. As part of standard Ethernet Line service, Verizon provides an E-Line Ethernet Virtual Connection, which is a switched path that allows frames to move between two Customer sites.
- 1.3 **Optional Feature -- Dynamic Network Manager**. With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its connection speeds. Customer accesses the interface through the Verizon Enterprise Center.

2. AVAILABLE VERSIONS

- 2.1 **Optimized Service -- Ethernet Switched E-Line +.** With Ethernet Switched E-Line + service, Verizon provides connectivity between endpoints regardless of location.
- 2.2 Non-Optimized Service -- Ethernet Virtual Private Line. The following three (3) options are available for EVPL:
- 2.2.1 **EVPL Metro (CPA) U.S. Only.** With EVPL Metro, Verizon provides intra-LATA connectivity between ethernet access circuits (also Verizon-provided).
- 2.2.2 **EVPL National U.S. Only.** With EVPL National, Verizon provides inter-LATA connectivity between ethernet access circuits (also Verizon-provided).

2.2.3 **EVPL International.** With EVPL International, Verizon provides connectivity between ethernet access circuits (also Verizon provided) at least one of which is outside the U.S. Mainland.

3. SUPPLEMENTAL TERMS

- 3.1 Interstate Service U.S. Only. In the U.S., Ethernet Line service is offered only subject to the Federal Communications Commision's jurisdiction (not the state's jurisdiction) which requires that more than 10% of such per-circuit traffic will cross a state boundary.
- 3.2 **Restriction on Encryption Functionality in India.** Customer shall not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer may use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer will obtain approval from relevant telecom authority.

3.3 Non-Optimized Service

- 3.3.1 **Minimum Term Commitment.** Customer commits to a 12 month minimum per circuit Service Commitment for each order of EVPL National or EVPL International. The terms and conditions of the Agreement will continue to apply to such orders until the Service Commitment has ended, even if the term of the Agreement ends earlier.
- 4. **SERVICE LEVEL AGREEMENT.** The service level agreement (SLA) for Ethernet Line service may be found at the following URLs:

Ethernet Switched E-Line + Service Level Agreement for U.S. Services and non-U.S. Services

Ethernet Virtual Private Line Summary and Service Level Agreement for U.S. Services and non-U.S. Services

5. FINANCIAL TERMS

- 5.1 Billing Start Date. Charges for Ethernet Line service will start as of the Service Activation Date for the applicable Customer Site, provided that at least two Customer Sites on an Ethernet Line service are activated.
- 5.2 **Optimized Services**. Customer will pay the charges for Ethernet Switched E-Line + specified in the Agreement, including those below. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

5.2.1 Administrative Charges.

Administrative Charge	Charge Instance	NRC
Administrative Change	Per Change	<u>\$60</u>
Cancellation of Order	Per Connection	<u>\$800</u>
Expedite	Per Connection	<u>\$1,000</u>
Pending Order Change	Per Connection	<u>\$60</u>
Physical Change	Per Connection	<u>\$200</u>
Reconfiguration*	Per Connection	<u>\$200</u>
Service Date Change	Per Connection	<u>\$60</u>

* Access must have sufficient bandwidth and the correct specification provisioned to support the reconfiguration request. This charge is in addition to the Administrative Change charge and applies per bandwidth reconfiguration.

5.3 **Non-Optimized Services.** Customer will pay the charges for EVPL specified in the Agreement. Online pricing for Service provided by a U.S. Verizon entity is at http://www.verizonenterprise.com/external/service_guide/reg/cp_evpl_cpa-based_ethernet_vpl_cpa-based.htm

6. **DEFINITIONS.** The following definitions apply to Ethernet Switched E-Line + and EVPL, in addition to those identified in the Master Terms of your Agreement.

Term	Definition
Reconfiguration	Reconfiguration provides Customer with the ability
	to reconfigure bandwidth or VLAN Tag on E-Line
	Ethernet Virtual Connection.

NOTE TO READER: THE MATERIAL BELOW NOW APPEARS AT THE LINK REFERRED TO IN SECTION 5.3 ABOVE]

EVPL CPA-Based

F

Ethernet Virtual Private Line – Metro (EVPL - Metro) (formerly known as Metro Private Line Ethernet Flow Service)

As of October 1, 2010, orders for new circuits as well as orders for moves, adds, changes and upgrades for EVPL - Metro are provided as Private Carriage Services.

SERVICE DESCRIPTION: Ethernet Virtual Private Line – Metro (EVPL – Metro), formerly Metro Private Line Ethernet Flow Service and which service was formerly offered as Metro Private Line Ethernet Service from June 1, 2005 through December 15, 2005, is a virtual Intra-LATA or Corridor point-to-point circuit that employs Ethernet terminating technology to a Customer's designated premises. EVPL – Metro may only be provided between two Ethernet Access connections and is not available as a stand-alone service.

1. <u>Available Bandwidths</u>. EVPL – Metro is available in the following bandwidths based on the date the circuit was quoted:

A. June 1, 2005 through March 31, 2010.

Bandwidths (Mbps)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 150, 200, 300, 400, 500, 600, 700, 800, 900, 1000

B. On or After April 1, 2010.

Bandwidths (Mbps) – Standard

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 25, 30, 35, 40, 45, 50, 60, 70, 80, 90, 100, 150, 200, 300, 400, 500, 600, 700, 800, 900, and1000

Bandwidths (Mbps) - Restricted*

1500, 2000, 2500, 3000, 4000, 5000, 6000, 7000, 8000, 9000 and 10000

*Restricted Bandwidths have limited availability and are provided at the Company's discretion

2. <u>Availability:</u> EVPL — Metro is available between locations on the following list of <u>LATAs (Local</u> <u>Access Transport Areas)</u>:

LATA	City	State
120	Portland	ME
122	Manchester	NH
126	Springfield	MA
128	Boston	MA
130	Providence	RI
132	New York Metro	NY
134	Albany	NY
136	Syracuse	NY
140	Buffalo	NY
222	Princeton	NJ
22 4	Newark	NJ
228	Philadelphia	PA
23 4	Pittsburgh	PA
236	Washington	ĐC
238	Baltimore	MD
246	Ashburn	₩A
248	Richmond	₩A
320	Cleveland	OH
324	Columbus	OH
326	Toledo	OH
336	Indianapolis	IN
340	Detroit	MI
346	Lansing	MI
348	Grand Rapids	MI
356	Milwaukee	₩
358	Chicago	₩ L
4 22	Charlotte	NC
4 26	Raleigh	NC
4 38	Atlanta	GA
4 52	Jacksonville	FL
4 58	Orlando	FL
4 60	Miami	FL
468	Memphis	TN
470	Nashville	TN
474	Knoxville	TN
477	Huntsville	AL

4 82	Jackson	MS
490	New Orleans	LA
520	St. Louis	MO
522	Springfield	MO
524	Kansas City	MO
528	Little Rock	AR
536	Oklahoma City	OK
538	Tulsa	OK
552	Dallas	ŦX
556	Waco	ŦX
558	Austin	ŦX
560	Houston	ŦX
566	San Antonio	ŦX
628	Minneapolis	MN
656	Denver	CO
660	Salt Lake City	UT
664	Albuquerque	NM
666	Phoenix	AZ
668	Tucson	AZ
672	Portland	OR
674	Seattle	₩A
720	Reno	₩¥
722	San Francisco	CA
726	Sacramento	CA
728	Fresno	CA
730	Los Angeles	CA
732	San Diego	CA
734	Bakersfield	CA
738	Stockton	CA
920	Stamford/Hartford	CT
922	Cincinnati	OH
952	Tampa	FL
974	Rochester	N¥

- 2. <u>Geographic Service Configurations:</u> InterLATA Service, 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 Company-owned facilities. All other service is intraLATA.
- 3. Monitoring: EVPL Metro provides monitoring for EVPL Metro outages for all bandwidth speeds and Customer support 24 hours a day, 7 days a week.

- II. DEFINITIONS: In addition to the Online Definitions, product-specific definitions apply.
- III. FEATURES AND OPTIONS: The following feature is available.
 - . <u>EVPL Dynamic Bandwidth</u>: A feature of EVPL Metro service that enables a customer to manage Ethernet flow speeds by changing bandwidth at anytime, utilizing a web-based interface accessible through a portal on the Verizon Enterprise Center website. The feature provides Customer with desktop control to provision additional Ethernet bandwidth above the speed originally selected by Customer to available standard flow speeds. Changes to speed values are set to occur based on the Greenwich Meridian Time Zone and not the Customer's local time zone.
 - 1.1 Circuit must terminate utilizing Ethernet Access Type 1 or Type 3 service at both ends of the circuit. Ethernet Access must be in service and provisioned, with enough bandwidth to accommodate both the base and dynamic bandwidth capacity reserved for service.
 - 1.2 EVPL Dynamic Bandwidth is available within the contiguous 48 states, when EVPL network capacity permits the addition of bandwidth to Customer's baseline flow.
 - 1.3 Bandwidth increase or decrease must represent a standard service speed and can't exceed the speed of the Ethernet Access at either end of the circuit.
 - 1.4 Customers will be billed for the EVPL Dynamic Bandwidth flow in addition to Customer's baseline flow rate based on the highest reserved bandwidth in a calendar day, even if Customer does not use the extra capacity.
 - 1.5 Customer may make one change to increase or decrease EVPL Dynamic Bandwidth within a 24 hour period on any flow previously enabled with the feature with the understanding that the Dynamic Bandwidth feature does not allow Customer to downgrade bandwidth below the speed originally selected by Customer prior to the selection of EVPL Dynamic Bandwidth.
 - 1.6 No service level agreement is provided by EVPL Dynamic Bandwidth.
 - 1.7 Customer is responsible for reconfiguring Customer's router to accommodate the new bandwidth provided by the EVPL Dynamic Bandwidth feature.
- IV. RATES AND CHARGES: Price quotes for EVPL are valid for a period of 45 calendar days from the date the quote is provided to Customer. Orders placed after 45 days or if no quote is provided will be priced at the rate in effect at the time of the order.
 - 1. <u>EVPL Point-to-Point Full Bandwidth Service</u>. Monthly Recurring and Non-Recurring Charges for circuits quoted:
 - 1.1 June 1, 2005 through October 18, 2005
 - 1.2 October 19, 2005 through March 31, 2010
 - 1.3 April 1, 2010 through February 28, 2014
 - 1.4 On or After March 1, 2014
 - 2. <u>EVPL Dynamic Bandwidth</u>: Customer will not be charged for enabling the Dynamic Bandwidth feature, but Customer will pay the following daily recurring charges based on the number of

increments and the bandwidth selected. The daily rate will be charged based on a number of days the EVPL Dynamic Bandwidth is reserved, based on a 30 day billing month.

Dynamic Bandwidth per Increment	Daily Recurring Charge
1 Mbps	\$0.25
5 Mbps	\$1.25
10 Mbps	\$2.50
50 Mbps	\$12.00
100 Mbps	\$24.00

- 3. <u>Nonrecurring Charges:</u>
 - 3.1 Administrative Nonrecurring Charges apply.
 - 3.2 <u>Customer Support Services</u> charges apply.
- 4. **FUSF** and **CCRC** apply.
- 5. <u>Paper Invoice Charge</u> applies.
- 6. <u>Property Tax Recovery Charge</u> applies.
- 7. <u>Convenience Payment Charge</u> applies.
- 8. <u>Administrative Expense Fee</u> applies.
- V. TERMS AND CONDITIONS: In addition to the <u>Online Master Terms Terms and Conditions of Service</u> and <u>product-specific terms and conditions</u>, the following terms and conditions also apply.

 <u>Customer Responsibilities</u>. Customer is responsible for any and all damage to (i) Customer Terminating Equipment (CTE) not directly caused by Company's negligence or willful misconduct and (ii) the malfunction or failure of any equipment, facilities or systems provided by Customer.

VI. SERVICE LEVEL AGREEMENT: The following Service Level Agreement is available:

Ethernet Virtual Private Line Summary and Service Level Agreement