



## INTERNET DEDICATED SERVICE 2013

### Part I: Rates and Charges.

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### Part I: Rates and Charges.

1. **Details.** Internet Dedicated Services Tiered Service is a fixed price Service and Customer pays this fixed price in the form of a monthly recurring charge ("MRC"). Customer will also pay non-recurring charges ("NRC"). MRCs and NRCs as specified in the applicable Service Order, Master Terms or in the table below. The MRC varies depending on the Tier (as described in Part II, in the Section titled Tiered Service). NRCs in the table below are in United States dollars with the understanding that Customer will be invoiced in the local currency for the country of that invoice.

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60
Cancellation of Service Order	Per Port	\$800
Expedite	Per Port	\$1,000
Out of Hours Installation	Per Port	\$1,000
Pending Order Change	Per Order	\$60
Physical Change	Per Order	\$60
Reconfiguration	Per Port	\$300

2. For Internet Dedicated Services Burstable Select Service, MRCs will be invoiced in advance and the usage charges will be invoiced in arrears. The usage for the calendar month, in which the Burstable Select Service is activated, is only taken into account if the Service was activated before the 15th day of the relevant calendar month. The overage charge for this calendar month will be invoiced at the full price per Mbps and will not be prorated.

### Part II: Service Description and Requirements.

1. **General.** Internet Dedicated Services provide dedicated Internet access speeds from sub 1Mbps to 10Gbps ("Internet Dedicated Services"). Time Division Multiplex (TDM) and Ethernet are used to provide this access and speeds.
- 1.1 Internet Dedicated Services provide access to Verizon's network infrastructure (the points of presence "PoP"), network hubs, and host computers utilized to provide an Internet service hereinafter collectively referred to as the "Network").
- 1.2 Internet Dedicated Services provides the following:
- Provision of seven x24 hour monitoring and notification.
  - Provision of seven x24 hour Customer support.
  - 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 for the connection provided hereunder.
2. **Service Options and Optional Features.**
- 2.1 **Diversity Feature.** Customers may order two circuits for the same Customer Site for redundancy purposes by specifying the circuits as a diverse circuit pair ("Diversity Feature"). Two types of diversity are available as specified below. Customers will specify the service type (Tiered or Burstable Select described in clause 2.2 below) for each of the circuits within the diverse circuit pair. Customer shall also specify whether the second circuit in the pair should be an active or passive circuit. A Diversity Feature charge will be applied (detailed in the Service Order). Verizon recommends that the speeds of both circuits should be the same and Customer acknowledges that large differences between the speeds of the circuits may affect performance in the event of an outage. The Diversity Features enable access to the Network under circumstances where primary circuit

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is unavailable. Diversity Features are subject to availability and are available on a reasonable efforts basis. The term of such features is co-extensive with the term for Internet Dedicated Service.

### 2.1.1 **Types of Diversity Features.**

- 2.1.1.1 **Geographic Diversity.** Geographic Diversity automatically directs a second Customer circuit to a different Verizon gateway at a different Verizon PoP; and
- 2.1.1.2 **Router Diversity.** Router Diversity automatically directs a second Customer circuit to a different switch or router.
- 2.1.1.3 **Availability.** Diversity Features do not ensure that Customer's Internet Dedicated Service will be always available when the primary circuit is not available. If Customer is ordering Router Diversity and the closest PoP has only one router, then Customer's IP traffic will be backhauled to the next closest Verizon router at an extra charge (detailed in the Service Order). No Service Level Agreement guarantee is provided for Diversity Feature.

## 2.2 **Internet Dedicated Service Types.** The following service types are available as indicated below.

### 2.2.1 **Tiered Service and Burstable Select.**

- 2.2.1.1 **Tiered Service.** Tiered Service provides access to the Network capped at the number of Mbps or kbps for the selected bandwidth, referred to as "Tier". At any time after the Service Activation Date (as defined in Part II, clause 3.3) and during the Term, Customer may upgrade or downgrade to another Tier within the range of Tiers available in respect of the circuit selected by Customer.
- 2.2.1.2 **Burstable Select.** Burstable Select provides access to the Network and Customer may subscribe to a bandwidth commitment which is less than the full bandwidth of the selected Internet Dedicated Service and may burst to the full bandwidth of the selected Internet Dedicated Service. Bandwidth commitment equals the portion of a port speed which Customer may use in a monthly period without incurring an overage charge. If Customer's Measured Use Level is greater than Customer's bandwidth commitment per circuit for any month, Customer agrees to pay the price per Mbps for each Mbps over the circuit's respective bandwidth commitment. Customer may upgrade or downgrade its Burstable Select bandwidth commitment once per calendar month per circuit, within the range of bandwidth commitment available in respect of the circuit, by making a written request to Verizon. Verizon will use reasonable efforts to implement new bandwidth commitment on the first day following the end of the billing cycle or no later than the first day of the billing cycle thereafter following acceptance by Verizon of the relevant Service Order. To calculate Customer's Measured Use Level, Verizon samples Customer's Service usage periodically throughout a given month. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest five percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Verizon took 100 samples of Customer's T3 Service in a given month and Customer's highest six samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.25 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month. Verizon's records and data shall be the sole basis for all calculations.

2.2.2 **Change of Service Type.** At any time after the Service Activation Date and during the Service Term Customer may change to another Service Type available in respect of the circuit selected by Customer. To change to another Service Type (as referred to in paragraph entitled "Service Types"), Customer must submit a Service Order to Verizon. The MRC for the new Service Type will be effective from the first day of the following monthly billing cycle after the date of implementation of the new Service Type.

2.2.3 **Domain Name, Domain Name Service for Service Provided in Europe, Middle East and Africa ("EMEA").** Verizon can apply on behalf of Customer to register second-level domain name – which can be selected from one of the top-level domains generally available subject to relevant legal and technical restrictions. In Europe, Customer is aware of the fact that in order to register a domain name an agreement between Customer and the relevant registrar (Network Information Centre – NIC) has to be concluded. The Terms and Conditions of the relevant NIC will apply to such agreement. Customer authorizes Verizon to enter into the relevant agreement with the NIC on behalf of Customer.

2.2.4 **Routing Autonomous System Number and Provider Independent IP Addresses for Service Provided in EMEA.** If required, Verizon will register an Autonomous System Number ("AS Number") and/or provider-independent IP address ranges on behalf of Customer with the relevant registry

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(RIPE, [www.ripe.net](http://www.ripe.net)), subject to applicable registry guidelines and policies. Customer is requested to sign the "Independent Assignment Request and Maintenance Agreement", according to the applicable RIPE policy. Customer is obliged to inform Verizon of any changes concerning the registration data.

2.2.5 **Highlight Reporting Service for Service Provided in EMEA and the Asia Pacific Region.** Highlight Reporting Service ("Highlight") is an outsourced option which is operated by Net Evidence (SLM) Ltd (hereinafter "Net Evidence").

2.2.5.1 Highlight only represents statistical performance information in relation to the traffic, health and availability of the Internet Dedicated Service (the "Highlight Information").

2.2.5.2 Highlight Information is extracted from access routers. Statistics are collected every three minutes using the SNMP protocol and consolidated into a graphical format. In order to support Highlight, authorized Verizon employees will have access to Highlight Information. Net Evidence will have access to Highlight Information for administrative purposes. Where Customer has a Verizon managed access router, Customer accepts that Verizon will need to configure such access router, for the purpose of allowing Net Evidence to collect Highlight Information. Customer shall permit Verizon access to the access router for the purpose of such configuration. Where Customer has a Customer managed access router, Customer will make the necessary configuration changes to ensure that Net Evidence is able to access the Customer access router using SNMP, for the sole purpose of allowing Net Evidence to collect Highlight Information. Customer will be provided details of how to carry out this configuration for common types of CPE as part of the activation procedure. Highlight is for Customer information purposes only and will not be used to calculate any service credits that Customer may be entitled to under the SLA for the Internet Dedicated Service.

2.2.5.3 Technical queries regarding Highlight should be directed to Net Evidence via e-mail to [support@net-evidence.com](mailto:support@net-evidence.com). Net Evidence will respond to technical queries during Normal Working Hours, excluding national holidays. Helpdesk Support from Net Evidence is available in English only.

2.2.5.4 Net Evidence may carry out maintenance from time to time, which may affect Customer's access to Highlight. Such maintenance will, as far as reasonably practicable, be scheduled outside of Normal Working Hours and Net Evidence will use reasonable efforts to provide 24 hours notice by means of an announcement on the Highlight server login page.

2.3 **NxE1 Services for Service Provided in EMEA, APAC and Latin America.** If the circuit consists of several physical E1 circuits, MLPPP (Multi-Link Point-to-Point Protocol) is used to bundle the physical circuits into one virtual circuit. Customer acknowledges and accepts that the aggregation of a number of physical circuits into one virtual circuit requires some bandwidth for management and therefore the resulting aggregated bandwidth is less than the sum of the speeds of the individual circuits. Customer acknowledges and agrees that Verizon can only identify Network Unavailability (as defined in the SLA) where all E1 circuits in the virtual circuit are unavailable.

### 3. Service Requirements.

3.1 **IP Addresses.** A suitable number of IP addresses to be used in conjunction with the Internet Dedicated Service 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.

3.2 **Local Access.** Local Access is required for Internet Dedicated Service and is provided via the terms and conditions of the Verizon Local Access service attachment unless Customer requests (and Verizon approves) that Customer order its Local Access lines.

3.3 **Activation of Internet Dedicated Service.** The Service Activation Date shall be (i) the date of delivery of the Ready for Service Notification or, (ii) if earlier, or where no Ready for Service Notification is received by Customer, the first date IP packets can be passed between the Customer Site and the Network.

3.4 **Resale of 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

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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.

3.5 **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.

3.6 **Internet Dedicated Quality of Service for Service Provided in the U.S.** 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), up to four QoS classes (EF, AF3, AF2 and BE) for T1 connections or one of two QoS classes (EF and BE) for T3 connections (excluding Tiered), 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)	• <b>Highest forwarding priority</b>
	• <b>Low latency, low jitter</b>
	• <b>Strict forwarding priority</b>
	• <b>Can access 100% of port bandwidth</b>
Assured Forwarding(AF4, AF3, and AF2)	• <b>Next highest forwarding priority</b>
	• <b>Class-based weighted fair queuing</b>
	• <b>AF4, AF3, and AF2 distinguished under congestive egress state</b>
	• <b>Can access unused bandwidth from other classes</b>
Best Effort (BE)	• <b>Lowest priority</b>
	• <b>Class-based weighted fair queuing</b>
	• <b>Can access unused bandwidth from other classes.</b>

3.7 **Installation.** Installation of Internet Dedicated Services will be performed Monday through Friday, excluding holidays as determined by Verizon during Normal Working Hours. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge.

3.8 **Availability of Internet Dedicated Services installed in Germany and Subject to German Law.** The availability of the Service will be at least 98.5% (yearly average). For the avoidance of doubt the Internet Dedicated Service shall not be deemed unavailable during periods in which Verizon will provide Scheduled Maintenance.

3.9 **India Regulations.**

3.9.1 **No Internet Telephony in India.** Verizon's license from the Indian Ministry of Communications, Department of Telecommunications ("DOT") requires Verizon to restrict use of the Internet Dedicated 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 of 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).

3.9.2 **No Encryption in India.** Customer understands and acknowledges that in accordance with the licenses and with statutory guidelines which govern the provision of the Internet Dedicated Service by Verizon in India, Customer is not allowed to employ encryption on any equipment (including CPE and Customer Equipment) which is directly or indirectly connected to Verizon' network in India. Customer

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must ensure that any encryption equipment connected to the Verizon' network for specific requirements has the prior evaluation and approval of DOT or officer specially designated for the purpose.

- 3.9.3 **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 the Internet Dedicated Service in order to monitor and prevent unlawful activity over Verizon' network. Where Customer uses Wi-Fi connectivity in relation to the Internet Dedicated Service, Customer shall employ appropriate authentication processes to secure the Verizon' network and retain records of all authorized end users of the Internet Dedicated Service. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to identify and locate end users.

### Part III Service Terms and Conditions.

1. **India.** Customer receives Internet Dedicated Service in India, Customer hereby indemnifies and hold harmless Verizon, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of a failure by Customer to comply with the India Regulations described above or as otherwise imposed by the licenses or statutory guidelines from time to time.

### Part IV: Service Level Agreement.

The service level agreement ("SLA") for Verizon's Internet Dedicated Services is set forth at <http://www.verizonenterprise.com/terms> (or other URL designated by Verizon).

- For contracts governed by laws other than German law, Austrian law and Hungarian law: The SLA sets forth Customer's sole remedies for any claim relating to any Internet Dedicated Service or usage of the Network, including any failure to meet any guarantee set forth in the SLA.
- For contracts governed by German law, Austrian law: The following paragraph is solely applicable to contracts governed by German or Austrian Law: The SLA, including any Service Credits for breach of quality parameters, is an independent commercial agreement. The quality parameters detailed in the SLA are neither implied warranties of the quality of the Service ("Beschaffensvereinbarungen") nor guarantees under the German or Austrian Civil Code ("BGB" or "ABGB"). Service Credits paid under the SLA will be set-off against any potential damage compensation payments.
- Verizon's records and data shall be the basis for all SLA calculations and determinations.

### Part V: Definitions.

1. In addition to the [Online Definitions](#), the following service-specific definitions apply:

Definitions	Definition
Asia Pacific (AP)	Includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.
EMEA	An acronym for Europe, Middle East and Africa and includes countries in those regions (as determined by Verizon) in which Verizon is able to provide Services.
Latin America (Latam)	Includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.