verizon /

INTERNET DEDICATED SERVICE

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GENERAL

- 1.1 <u>Service Definition</u>. Internet Dedicated Service ("Internet Dedicated") provides access to the Internet via the Verizon Network.
 - Platforms. Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.
- 1.2 Standard Service Features. Verizon provides Internet Dedicated with the following standard features:
 - 7x24 hour customer support, monitoring and notification
 - Static or dynamic IP routing
 - Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request, where available). IP
 addresses are provided by Verizon to be used by Customer for transporting Internet traffic with Verizon's
 Internet Dedicated Service. Acquiring or downgrading Verizon's Internet Dedicated Service as a method solely
 to obtain or retain IP addresses is not permitted.
 - Traffic utilization statistics
- 1.3 **Optional Service Features.** Customer may select any of the following features:
- 1.3.1 **Diversity.** With Diversity service, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- 1.3.2 Shadow Service (available only with non-Optimized Internet Dedicated). With Shadow Service, Verizon provides backup access to its Network on a second equivalent circuit (connecting to a Verizon POP) for use in the event of an outage on the primary circuit.
- 1.3.32 Highlight Reporting Service (available for service in Europe and Asia-Pacific). With Highlight Reporting Service, Verizon provides statistical performance information related to the traffic, health, and availability of Internet Dedicated. Verizon will configure any Verizon-managed access routers to collect such information and Verizon will have access to that information for support purposes. Verizon provides technical support by email or telephone.
- 1.3.43 **Domain Name Services**. Verizon offers primary and secondary domain name hosting services with Internet Dedicated, plus the following domain name services:
 - Domain Name Registration. If Customer orders Domain Name Registration, Verizon will apply for and enter into a registry agreement to register domain names on Customer's behalf.
 - RIPE Registration (available in Europe). If Customer requests RIPE Registration service, Verizon will register an
 Autonomous System Number and/or provider-independent IP address ranges with the relevant registry
 (www.ripe.net) on customer's Customer's behalf, subject to applicable registry guidelines and policies.



1.3.4 **Non-Optimized Service-Only Optional Features – Shadow Service.** With Shadow Service, Verizon provides backup access to its Network on a second equivalent circuit (connecting to a Verizon POP) for use in the event of an outage on the primary circuit.

2. SUPPLEMENTAL TERMS

- 2.1 **RESALE.** Internet Dedicated is designed for use by Customer and its direct end users. If Customer wishes to resell Internet Dedicated in its entirety to another person or entity, it will first work with Verizon to agree upon the terms and conditions appropriate for resale.
- 2.2 <u>Installation</u>. Installation of Internet Dedicated will be performed Monday through Friday during Normal Working Hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge.

2.3 Service in India

- 2.3.1 **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 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 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).
- 2.3.2 **No Encryption in India**. Customer understands and acknowledges that in accordance with the licenses and with statutory guidelines which govern the provision of Internet Dedicated 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's network in India. Customer must ensure that any encryption equipment connected to Verizon's Network for specific requirements has the prior evaluation and approval of DOT or officer specially designated for the purpose.
- 2.3.3 **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 Internet Dedicated in order to monitor and prevent unlawful activity over Verizon's Network. Where Customer uses Wi-Fi connectivity in relation to Internet Dedicated, Customer shall employ appropriate authentication processes to secure Verizon's Network and retain records of all authorized end users of Internet Dedicated. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to identify and locate end users.
- 3. **SERVICE LEVEL AGREEMENT ("SLA").** The SLA for Internet Dedicated is set forth at: http://www.verizonenterprise.com/terms (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations.

4 FINANCIAL TERMS FOR OPTIMIZED SERVICES.

4.1 Optimized Service. Customer will pay the charges MRCs and NRCs for Optimized Internet Dedicated Service + as specified in the Agreement, including the Administrative Charges Contract, including the applicable Service Order, Master Terms, and in the table below. The MRC varies depending on the selected Tier or Bandwidth Commitment, as applicable. Charges NRCs in the table below are in U.S. dollars and with the understanding that Customer will be invoiced billed 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

For Optimized Service, Customer selects one of the two following Internet Dedicated pricing plans. Customer may change to a different Pricing Planpricing plan at any time after the Service Activation Date.

- 4.1.1 **Tiered Service.** With Tiered Service, Verizon provides full Internet access at the Customer-selected bandwidth, referred to as a "Tier". Customer may upgrade or downgrade to another Tier within the range of Tiers available with respect to the circuit selected by Customer, at any time after the Service Activation Date.
- 4.<u>1.</u>2 **Burstable Select.** Customer may subscribe to a "Bandwidth Commitment" (defined below) which is less than the full bandwidth of the selected Internet Dedicated Service and may subsequently burst to the full bandwidth of the selected Internet Dedicated Service as required.

If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per circuit for any month, Customer will pay the price per Mbps for each Mbps over the circuit's respective Bandwidth Commitment. Customer may order an upgrade or downgrade its Burstable Select Bandwidth Commitment once per calendar month per circuit, within the range of Bandwidth Commitments available for the circuit. Verizon will implement the new Bandwidth Commitment on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Verizon's records and data are the basis for all calculations.

- 4.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Internet Dedicated Service as specified in the Agreement. In addition, online pricing for Services provided by a U.S. Verizon entity is at: http://www.verizonenterprise.com/external/service_guide/reg/cp_internet_dedicated_services.htm.
- 5. **DEFINITIONS.** The following definitions apply to Internet Dedicated Service, in addition to the General Definitions at www.verizonenterprise.com/external/service_guide/reg/g_online_definitions_toc.htm.

Bandwidth	Means the portion of a port speed which Customer may use in a monthly
Commitment	period without incurring an overage charge.
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon
	gateway at a different Verizon POP.
Measured Use Level	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, 12.35 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.