



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

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### 1. GENERAL

1.1 **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).

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**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 Commission'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.**

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

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\* 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](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.

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

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## **ETHERNET SWITCHED E-LINE +**

### **Part I: Rates and Charges**

### **Part II: Service Description and Requirements**

### **Part III: Terms and Conditions**

### **Part IV: Service Level Agreement**

### **Part V: Definitions**

#### **Part I: Rates and Charges.**

- ~~1. **Details.** Customer will pay the MRC and NRC for Ethernet Switched E-Line Services + (“E-Line EVC”) as specified below and in the applicable Service Order. The service is billed at a setup charge and a fixed monthly rate.~~
- ~~2. **Dynamic Bandwidth.** Dynamic Bandwidth will be charged in arrears based on actual Connection bandwidth settings. Dynamic Bandwidth will be provisioned and therefore invoiced at the bandwidth specified on the Contract or Service Order unless otherwise changed by Customer.~~
- ~~3. **Administrative Charges.** Administrative charges will apply as set forth below. The charges shown herein are in United States dollars with the understanding that invoicing will be completed in the local currency for the invoice.~~

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

- ~~4. **Billing Start Date.** Customer will be liable for all Charges in respect of a Customer Site as of the Service Activation Date for that Customer Site, provided that no Charges will accrue until the Service Activation Date for at least two Customer Sites on an E-Line EVC connection. Where the Service Activation Date has not been reached on a Customer Site on a Service Order by the sixtieth (60<sup>th</sup>) day following the date that Customer placed the Service Order, and the reason for this is that Customer has not provided Verizon with all information and assistance reasonably requested by Verizon to provision E-Line EVC for that site, Charges may begin accruing for that site, at Verizon’s sole discretion.~~

#### **Part II: Service Description and Requirements.**

- ~~1. **Service Description.** Ethernet Switched E-Line provides dedicated, point-to-point connectivity which combined with Local Access Service and Ethernet User Network interfaces (“UNIs”) delivers E-Line EVC services. Regulatory restrictions may require Customer to enter a contract for Ethernet Switched E-Line with the Verizon legal entity operating in the geographic area or legal jurisdiction of connectivity, including any cross-border connectivity. Ethernet Switched E-Line services include E-Line EVC which is the service that allows frames to move between two Customer Sites. E-Line EVC connection provides symmetrical bandwidth for data sent in either direction at speeds of 1 Mbps through 10 Gbps. Local Access services are required for E-Line EVC and is provided via a separate service attachment.~~
- ~~2. **Optional Features.**~~
  - ~~2.1 E-Line EVC Connection provides point-to-point, connection bandwidth at speeds from 1M to 10G. E-Line EVC Connection speeds depend on Local Access and network capacity available on a per location basis when provisioned.~~

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- ~~2.2 — Dynamic Bandwidth offers Customer the ability to dynamically manage E-Line EVC Connection speeds on a web-based interface accessed through the Verizon Enterprise Center. Dynamic Bandwidth may not be available in all locations. Customer can contact the account representative to determine whether Dynamic Bandwidth is available in Customer's location. Dynamic Bandwidth changes to E-Line EVC Connection can be made once per twenty four (24) hour period. These changes can be processed immediately or scheduled up to three hundred and sixty five (365) days in advance. Where changes are scheduled in advance, only one (1) change may take effect in each twenty four (24) hour period. Billing rate changes made through Dynamic Bandwidth will be applied based upon midnight Greenwich Mean Time and not Customer's local time zone.~~
- ~~2.2.1 — Dynamic Bandwidth currently offers the following options (subject to the restrictions below):~~
- ~~2.2.1.1 — Dynamic Bandwidth Looking Glass lists all Customer Sites as well as all technical details, and includes any Customer Sites that may not have the Dynamic Bandwidth feature active.~~
  - ~~2.2.1.2 — Dynamic Bandwidth enables Customer to upgrade or downgrade E-Line EVC Connection speed selections.~~
  - ~~2.2.1.3 — Dynamic Bandwidth Order Records includes Customer Site specific records of E-Line EVC Connection changes for the past 365 days or scheduled future orders up to 365 days. Customers can subscribe for recurring reports which will be provided via email.~~
- ~~2.2.2 — Dynamic Bandwidth features are subject to the following restrictions:~~
- ~~2.2.2.1 — The E-Line EVC Connection speed available to Customer is as stated in the Contract or Service Order and cannot exceed the speed of the Local Access at either end of the E-Line EVC.~~
  - ~~2.2.2.2 — The Dynamic Bandwidth feature is only available on Local Access circuits with available bandwidth to support this feature.~~
  - ~~2.2.2.3 — No service level agreement is provided with Dynamic Bandwidth feature~~
  - ~~2.2.2.4 — Customer is responsible for reconfiguring Customer's router or switch to accommodate the new bandwidth provided by the Dynamic Bandwidth feature.~~
  - ~~2.2.2.5 — The E-Line EVC Connection speed cannot decrease below the subscribed Connection speed.~~
- ~~2.3 — **Rejection of Orders.** Verizon may reject an order for E-Line EVC services in the event of: (a) the inability or impracticality of providing E-Line EVC services in a particular geographic area in which Verizon does not have sufficient presence, capacity, corporate infrastructure or network technical infrastructure to effectively support E-Line EVC services; or (b) Verizon no longer commercially offers E-Line EVC services.~~
- ~~2.4 — **Administrative Change.** The modification of an existing circuit, at request of the Customer, that involves changes to Customer name, Customer contact name, Customer phone number, verification of testing performed by parties other than Verizon, service rearrangements not involving a physical change.~~
- ~~2.5 — **Expedite.** An expedite, for the purposes of this Service Attachment, means a Service Order that is processed at the request of Customer, with the objective of installing or changing the ordered service in a time period that is shorter than Verizon's standard published installation time period for that service, whether or not the installation or change is completed in that time period. An expedite charge will be assessed per location per circuit, per port, per order and/or per device, depending on the service as specified in the Charges section above.~~
- ~~2.6 — **Service Date Change.** A Service Date Change for the purposes of this Service Attachment means the modification of a Service Order at the request of Customer, in order to request a new order due date that is within thirty (30) days of the original due date. Charges will apply for each occurrence in addition to other applicable Administrative Nonrecurring Charges.~~
- ~~2.7 — **Pending Order Change.** The modification of a Service Order at the request of Customer, prior to the completion date of the order. Charges may apply per order and per connection for each modification.~~
- ~~2.8 — **Physical Change.** A physical change, for the purposes of this Service Attachment, means the modification of an existing circuit, at the request of Customer, requiring physical change or re-termination of the circuit.~~
- ~~2.9 — **Reconfiguration.** Reconfiguration provides Customer with the ability to reconfigure bandwidth or VLAN Tag on E-Line EVC. Local 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. For orders which require a change in Customer's existing interface, physical access facility and/or provider of the physical access facility Customer will pay early termination charges specified below and will be handled as a new Local Access installation which will include the new NRC and MRC corresponding to the new Local Access circuit.~~

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## Part III: Service Terms and Conditions.

1. ~~Resale Prohibited.~~ E-Line EVC services is intended for the use of Customer and Customer's customers and authorized end users (collectively, for the purposes of this Section, "End Users"). Customer may charge End Users a user fee, but may not resell E-Line EVC services in its entirety to another person or entity without the express written consent of Verizon. Verizon's relationship is solely with Customer. Customer will be solely responsible for interacting with End Users regarding any administration, processes, and/or issues arising from any use of E-Line EVC services by End Users.
2. ~~India.~~ The following applies to the provision of E-Line EVC services in India.
  - 2.1 ~~Monitoring.~~ Customer understands that the Government of India monitors telecommunications traffic terminating into and originating from India for national security reasons.
  - 2.2 ~~Encryption.~~ In accordance with: a) Verizon's operating license in India; and b) the statutory guidelines which govern the provision of the Service by Verizon in India, Customer is not allowed to employ more than the then current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to Verizon Facilities in India. Customer agrees that it will not, and will ensure that any entity which it has responsibility for, operates under its control or at its instruction will not, employ more than the then current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to Verizon Facilities in India unless the requirements of the sub-clause entitled "Approvals" are satisfied. Verizon will advise Customer of the then current prescribed/approved level of encryption on request.
  - 2.3 ~~Approvals.~~ If Customer has specific requirements that require any encryption equipment to be connected directly or indirectly to Verizon Facilities beyond the then current prescribed/approved levels of encryption, Customer must seek prior evaluation by and obtain prior approval of the Indian Department of Telecommunications (DOT) or other Indian governmental authority or officer specially designated for the purpose and Customer is solely responsible for obtaining such approval. Upon receiving the required approvals Customer shall provide a copy of such approvals to Verizon prior to connecting the equipment employing the encryption to Verizon Facilities.
  - 2.4 ~~Indemnity.~~ 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 restrictions described in this clause or as otherwise imposed by the licenses or statutory guidelines from time to time.

## Part IV: Service Level Agreement.

1. ~~The service level agreement ("SLA") for Ethernet Switched E-Line + may be found at the following URLs:~~

~~[Ethernet Switched E-Line + Service Level Agreement for U.S. Services](#)  
[Ethernet Switched E-Line + Service Level Agreement for non-U.S. Services](#)~~

## Part V: Definitions.

<del>Terms and Definitions</del>	
<del>Billing Account Number ("BAN")</del>	<del>The account number to which all the E-Line EVC charges are linked.</del>
<del>Customer Premises Equipment ("CPE")</del>	<del>Equipment installed at the Customer's Site. CPE may be provided by Customer or Verizon.</del>
<del>Customer Service Center</del>	<del>Verizon locations where Customer reports issues with the Service.</del>
<del>Eligible Hard Outage Minutes</del>	<del>Total number of E-Line EVC hard Outage minutes less any Outage minutes attributed to events excluded by this SLA.</del>
<del>Core Network</del>	<del>The devices and transport making up the MPLS cloud supporting E-Line EVC.</del>
<del>Hard Outage</del>	<del>A Hard Outage is (i) Total loss of E-Line EVC Service where Customer cannot use the Service and is prepared to release it for immediate testing or (ii) or</del>

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	<del>degraded E-Line EVC Service to the extent that it is unusable by Customer and Customer is prepared to release its for immediate testing.</del>
<del>Ingress Reference Point</del>	<del>Point of frame origination in the Verizon Core Network</del>
<del>Local Access</del>	<del>On-Net or Off-Net local connection from the Service Edge to the Customer Site.</del>
<del>MPLS</del>	<del>Multi-Protocol Label Switching. IETF standard RFC 2702.</del>
<del>MRC</del>	<del>Monthly Recurring Charge. MRC includes net E-Line EVC Service charge (if applicable), less any applicable discounts, and does not include Local Access charges.</del>
<del>Network Outage</del>	<del>A Network Outage is defined as an unscheduled period in which the E-Line EVC Service is interrupted and unavailable for use by Customer for sixty (60) or more Unavailable Seconds (“UAS”). UAS is the American National Standards Institute standard (ANSI) T1.231.</del>
<del>Off-Net</del>	<del>A location that is interconnected to Verizon using Local Access circuits not wholly furnished via facilities owned or operated by Verizon or a Verizon Affiliate but ordered by Verizon or a Verizon Affiliate from a third party carrier. Off-Net is offered at two (2) levels of performance: Premium and Standard.</del>
<del>On-Net</del>	<del>A location that is interconnected to Verizon using Local Access circuits wholly furnished via facilities owned or operated by Verizon or a Verizon Affiliate.</del>
<del>Provider Edge or PE</del>	<del>The edge of the Verizon Core Network which may also be identified as “Service Edge”. Defined as the point in the Verizon POP where Customer’s E-Line EVC connects and excluding the Local Access, Network Interface Device and the CPE/router.</del>
<del>Service Issue</del>	<del>A degradation of service where Customer is able to use the E-Line EVC Service but is not prepared to release the E-Line EVC service for immediate testing.</del>
<del>Trouble Ticket</del>	<del>A Trouble Ticket is defined as the official method used by Customer to advise Verizon of a perceived problem with the E-Line EVC Service or a Service Level Standard.</del>