

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

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).

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>

* 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.

<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>

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

EVPL – CPA-Based

Ethernet Virtual Private Line – International (EVPL – International)
 Online Service Document
 (formerly Global Data Link Ethernet Flow Service)

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

~~I. SERVICE DESCRIPTION~~

- ~~1. Description. Ethernet Virtual Private Line – International (EVPL – International), in combination with an Ethernet access connection, provides point-to-point connectivity from Customer locations in the U.S. Mainland to non-U.S. Mainland Customer locations, within non-US Mainland customer locations, as well as between two non-U.S. Mainland Customer locations. EVPL – International requires an Ethernet Access connection with a standard 10BaseT (Electrical-Cat 5), 100BaseT (Electrical-Cat 5), 100BaseFX (Single-Mode and Multi-Mode Fiber) or Gigabit Ethernet (GigE) (Single-Mode and Multi-Mode Fiber) interface. EVPL – International delivers symmetrical bandwidth for data sent in either direction and supports full transparency of Ethernet frames between origination and destination interfaces.~~
- ~~2. Availability. Outside the U.S. Mainland, Company provides EVPL – International only to specified geographic areas, based on Company Points of Presence that support EVPL – International. EVPL – International is an Ethernet Virtual Connection (EVC) between two countries and within a non-U.S. country. EVPL – International is available in selected countries as specified by Company, with the understanding that Company has to approve each EVPL International order for service in any non-US Mainland customer location. Ethernet Access is required on both ends of the EVPL – International circuit.~~

~~The following bandwidths are available:~~

EVPL – International Available Bandwidths (Mbps)
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, 1000

~~II. DEFINITIONS: The Online Definitions apply.~~

~~III. FEATURES AND OPTIONS: The following features and options are available:~~

~~VLAN Tags. VLAN Tags enable multiple Customer traffic flows on one Ethernet Access connection. EVPL – International supports VLAN tags as defined in IEEE 802.1Q. VLAN tags are either supplied by Customer with prior arrangement with Company or the Building Ethernet Aggregation System (BEAS) assigns a single VLAN tag to all Customer frames. Transparent VLAN tags are supported upon request. VLAN Tags are not available in all locations.~~

~~IV. RATES AND CHARGES: EVPL – International is subject to a one year minimum commitment per circuit. The following charges apply and will begin accruing on the date the EVPL – International is available for use:~~

1. Monthly Recurring and Non-Recurring Charges. The following monthly recurring charges and non-recurring installation charges apply per circuit for Verizon Business Services II and Verizon Business Services III Customers, based on circuit speed, mileage and order date, with the understanding that Company has to approve each EVPL International order on an ICB basis for service in any non-US Mainland customer location.

1.1 May 1, 2010 through March 31, 2012

1.2 April 1, 2012 through July 31, 2012

1.3 On or After August 1, 2012

2. Administrative Non-Recurring Charges apply.

3. FUSE and CCRC apply.

4. Paper Invoice Charge applies.

5. Property Tax Recovery Charge applies.

6. Convenience Payment Charge applies.

7. Administrative Expense Fee applies.

~~V. TERMS AND CONDITIONS: In addition to the Online Master Terms - Terms and Conditions of Service, the following apply:~~

~~1. Installation and Support. Customer is responsible for any and all damage relating to (i) Customer Terminating Equipment (CTE), unless such damage was caused by Company's negligence or willful misconduct (without limiting any other Company disclaimers or limitations of liability) and; (ii) the malfunction or failure of any equipment, facilities or systems provided by Customer.~~

~~2. Maintenance. For the avoidance of doubt, Company may interrupt EVPL – International for scheduled or emergency maintenance. Customer is responsible for the configuration, operation, and maintenance of its Local Area Network (LAN) connected to EVPL – International.~~

~~3. Minimum Term Commitment. Customer commits to a 12 month minimum term per circuit (Service Term Commitment) for each order of EVPL – International (including its local access component outside the United States). The term of the Agreement will automatically extend to apply to such orders until the Service Term Commitment has ended, even if the term of the Agreement ends earlier.~~

4. ~~Early Termination Charge. If Customer terminates EVPL—International, or any portion thereof, before its 12-month commitment has expired, except for termination for Cause, such termination shall not be effective until 30 days after Company receives written notice of termination (“Termination Date”). In addition to paying all accrued but unpaid charges for the EVPL—International incurred through the Termination Date, for each circuit terminated (including its local access component outside the United States), Customer may be required to pay, within 30 days after such Termination Date: (a) an amount equal 75 percent of the monthly recurring charges for the terminated circuit remaining in the 12-month Service Term Commitment, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, in no event will Customer’s total termination liability exceed the full contract value of the terminated EVPL—International.~~
5. ~~Service Not To Be Resold. EVPL—International is intended for the use of Customer and Customer’s customers and authorized EVPL—International end users. Customer may charge EVPL—International end users a user fee, but may not resell EVPL—International. Company’s relationship is solely with Customer. Customer is solely responsible for interacting with EVPL—International end users regarding any administration, processes, and/or issues arising from any use of EVPL—International by EVPL—International end users.~~
6. ~~U.S. Domestic and International Ethernet Access Required. Ethernet Access service is required for EVPL—International and is subject to the terms and conditions of the Network Access Services Attachment and the Guide terms for Ethernet Access.~~

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

~~Ethernet Virtual Private Line Summary and Service Level Agreement~~