



ONLINE DEFINITIONS

Important Notice: These Online Definitions (also referred to as “Definitions”) apply to all products and services, contained in this “Service Publication and Price Guide” (“Guide” or “Online Terms”). They also apply to regulated intrastate service to the extent a particular definition explicitly states or to the extent to which such intrastate service is subject to a Catalog Schedule in a specific state. They may be modified or supplemented by Service-specific definitions contained elsewhere in the Online Terms, or by definitions contained in a written Contract between the Verizon and Customer.

These Online Definitions also apply to capitalized terms contained in written Contracts between Verizon and Customer which incorporate the Online Terms by reference and do not otherwise define those capitalized terms in the written Contract.

- “+” after a Service name indicates the Service is an Optimized Service.
- “Acceptance Date” as used in any Service Order or Service Attachment, means “Service Activation Date.”
- “Access” is a means by which Verizon Service is provided to Customer. Access may be “Dedicated,” in which case it is available to Customer on a full-time, unshared, basis, or it may be “Switched,” in which case it is available to Customer and others on a usage, shared, basis.
- “Access Coordination” means the design, ordering, installation coordination, pre-Service testing, Service turn-up, maintenance and ongoing coordination of testing and trouble resolution for all Verizon-provided Local Loop. In the case of Customer-provided Local Loop, the maintenance, ongoing coordination of testing and trouble resolution.
- “Access Service Request” or “ASR” means an order placed with a Local Access provider for Local Access.
- “Address of Record” means, for purposes of the CPNI rules, an address associated with the account for at least 30 days in a Verizon system such that Verizon can immediately notify Customer if the address of record changes, such as a billing address and a Contract notice address, or provide notices required by regulation. So long as Verizon does not have the ability to immediately notify Customer if Service addresses change, a Service address is not an address of record.
- “Administrative Change” means the modification of an existing circuit or Service at the request of Customer that involves changes to Customer entity name, Customer contact name, or Customer phone number, verification of testing performed by third parties, and Service rearrangements not involving a physical change or a change in Customer billing address.
- “Affiliate” means Customer Affiliates or Verizon Affiliates, as applicable.
- “Affinity Group” is an association or group (not organized for the purpose of qualifying for Service discounts) with common business or other interests that agrees to market Verizon Service(s).
- “After Hours” means any time other than Normal Working Hours.
- “Agreement” as used in a Service Attachment, Service Order, or other document referencing the Master Terms, means the same thing as “Contract.” “Agreement” may also mean the United States Service Agreement which is sometimes created by way of a Master Service Order Form incorporating these Master Terms and relevant

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Service Attachments by reference and setting out other matters (including pricing) that Customer and Verizon agree will apply to all Contracts under it. That Agreement may include one or more Contracts.

“Alternate Access” is a form of Local Access in which the provider is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

“Annual Volume Commitment” or “AVC” means the total Contributing Charges or Eligible Charges, whichever is applicable, which Customer must pay during each Contract Year, for the number of Contract Years of the Volume Commitment Period.

“Answer Supervision” means the return of a signal to the calling party disclosing that a call was answered.

“Application for Service” means a standard order or enrollment form that includes all pertinent billing, technical and other descriptive information needed by Verizon to provide Service.

“AUP” means the applicable Verizon Acceptable Use Policy.

“Authorized User” means a person, firm, corporation or other entity that either is authorized by Customer to use Services or is placed in a position by Customer, either through acts or omissions, to use Services.

“Bandwidth” means the total frequency band, in hertz, allocated for a channel.

“Business Day” means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site. All other references to “day” mean calendar day.

“Called Station” means the station called, or the terminating point of a call. “Calling Station” means the station at which a call is originates.

“Cancellation of Order” means when Verizon discontinues processing a Service Order (i) prior to its completion, (in whole or in part), due to a Customer request to cancel, excluding requests resulting from Verizon’s determination of the unavailability of facilities to complete the order, and/or (ii) due to Customer’s request to defer installation for a period longer than 30 days.

“Catalog Schedule” means a specific set of terms and/or rates for intrastate Service set out under the title of “catalog schedule,” “price list,” or a similar name, in the section of the Online Terms for standard Intrastate Telecommunications Products.

“Cause” means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Service Order), which (i) is incapable of remedy or, (ii) if capable of remedy, remains uncured for 30 days from written notice of such breach or, (iii) in the case of Customer’s failure to pay any past due amount, ten days from notice of such failure.

“Channel or Circuit” means a communications path between two or more points. Channel is often used to indicate a circuit that takes up only part of the bandwidth of the facility over which it operates.

“Channel Termination” means the point at which Verizon’s channel originates, terminates, or drops for the insertion or removal of Customer’s signal.

“Collect Call” means a call for which applicable charges are billed to the telephone number of the Called Station of the Customer.

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“Commencement Date” means for an Agreement, Service Order or amendment thereto, the date on which both Parties agree to be bound (whether by execution or some other method), or the date Verizon commences performance, whichever is earlier, and for a No-Sign SOF, the date that the Service Order is acknowledged by Verizon email to Customer.

“Commercial Service” means a switched network Service involving dial station originations for which the Customer pays a rate that is described as a business or commercial rate in the applicable Local Exchange Service Tariff for switched Service.

“Commitment Effective Date” means the first day of the first full month following the Commencement Date.

“Company” means MCI Communications Services, Inc., d/b/a Verizon Business Services, or any affiliated entity designated as the provider of any Service offered in the Guide. MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services is the provider of any such Service to the extent such Service is required to be offered by a certified local exchange carrier, except in Virginia and Massachusetts. In Virginia, that Service is provided by MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia, and in Massachusetts, it is provided by MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts.

“Confidential Information” means information (in whatever form) (a) designated as confidential; (b) relating to the Master Terms or a Contract or including their existence or potential changes to them; (c) relating to the Party’s business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Master Terms or a Contract are in effect, or otherwise in connection with this Contract, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly known other than by a breach of the clause entitled Confidentiality; (iii) is received without restriction from a third party free to disclose it; (iv) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; or (v) is developed independently by the receiving Party without reference to the Confidential Information.

“Content” means anything that can be accessed, received, transmitted, stored, processed or used – (whether actively or passively) - including any form of information, audio, image, computer program or other functionality.

“Contract” means an agreement for the purchase of Service(s) between Customer and Verizon.

“Contract Year” means each consecutive twelve-month period commencing on the Commitment Effective Date and each anniversary thereafter, or as set forth in the Agreement.

“Contributing Charges” means all charges, after application of all discounts and credits, incurred by Customer specifically excluding: (a) Taxes; (b) charges for equipment, Optimized Services, and data center services; (c) charges incurred for goods or services where Verizon or its Affiliate acts as agent for Customer in its acquisition of goods or services; (d) non- recurring charges; (e) Governmental Charges; (f) international pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); (g) Verizon Wireless charges; (h) Verizon ILEC charges; and (i) other charges expressly excluded by a Contract.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise.

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“CPE” means Customer Premises Equipment.

“CPE Services” means CPE related deployment, maintenance, assessment, rental, lease and other Service furnished to Customer in connection with the CPE, Software or Customer Equipment.

“Customer” means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) an Agreement or Service Order for Services with Verizon.

“Customer Affiliate” means any entity or person controlled by, controlling, or under common control with Customer and includes Participating Entities, as identified by Customer Signatory using Verizon’s process.

“Customer Data” means voice and data transmissions (including the originating and destination numbers and IP addresses, date, time, duration of voice or data transmissions, and other data necessary for the establishment, invoicing or maintenance of the transmission), data containing information regarding Customer, its employees and users including personal and/or private information, and other data provided to or obtained by Verizon, Verizon Affiliates and their respective agents and employees in connection with the provision of the Services.

“Customer Equipment” means any equipment, systems, software, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site. Ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.

“Customer Premises Equipment” or “CPE” means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in a Service Order.

“Customer Signatory” means the non-Verizon entity that executes the Agreement.

“Customer Site” means the location specified by Customer at which Services are to be provided.

“Dedicated Access/Termination” means an access line Service consisting of a continuously connected circuit between a Customer Site or serving telephone company central office and a Verizon terminal, available to Customer on a full-time, unshared, basis, which is used for the origination or termination of Services.

“Dispute” means an unresolved difference or controversy between Verizon and Customer relating to a Contract, including without limitation its existence, validity, interpretation, performance, breach, termination, or consequences of its nullity, for which Dispute Customer has given Verizon written notice adequately supported by bona fide explanation and documentation (including the specific legal basis and facts therefor).

“Disputed Amount” means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

“Due Date” means the date on which payment for Service by Customer is to be received by Verizon as set out in the Service Order.

“EALC Services” means Services provided and billed in any of the following regions, as they are defined by Verizon: EMEA, Asia Pacific, Latin America, or Canada.

“E-Rate Funding” means funding to pay for Service (including equipment) under the federal Universal Service Fund through the Schools and Libraries Division of the Universal Service Administrative Verizon or USAC (E-Rate Program).

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“Early Termination Charge” means an amount owed by Customer if (a) Customer terminates Contract before the end of the Volume Commitment Period for reasons other than Cause; or (b) Verizon terminates Contract for Cause.

“Eligible Charges” means all charges for Optimized Services after application of all discounts and credits, incurred by Customer (including any charges for early termination of a Service Commitment or Subminimum Volume Commitment), specifically excluding: (a) Taxes; (b) charges for CPE, CPE Services and Software, (c) charges incurred for goods or services where Verizon or its Affiliate acts as agent for Customer in its acquisition of goods or services; (d) non-recurring charges; (e) Governmental Charges; (f) other charges expressly excluded by a Contract (including in any Service-specific pricing URL). Service-specific charges that are excluded from Eligible Charges are set forth in the online Service Attachments. Charges of the same type, incurred by Participating Entities under Contracts subject to the Customer Signatory’s Contract, are treated as Eligible Charges for purposes of satisfying the Customer Signatory’s purchase commitment(s). Customer Signatory (not Participating Entity) remains responsible in all respects for any failure to meet those purchase commitments.

“End-to-End” means Customer Site to Customer Site.

“Emergency Works” mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by the Verizon Facilities; (c) substantial loss to Verizon or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.

“Exemption Certificate” means a written notification provided by Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because: (a) the facility terminates in a device not capable of interconnecting service with the Local Exchange network; or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

“Expedite” means a Service Order (including a change order) that is processed at the request of Customer in a time period shorter than the Verizon standard installation interval, whether or not the installation or change is completed in the requested timeframe.

“Force Majeure Event” means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, sanctions, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

“Gbps” means billions of bits per second.

“Governmental Charges” means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges and payphone use charges, or any successor of any such charges.

“Guide” means the online Service Publication and Price Guide which contains Service descriptions, definitions, terms and conditions, and pricing, and is accessible on Verizon’s internet website (www.verizon.com/business/publications/service_guide/) (or at such other URL as may be designated by Verizon from time to time).

“ICO” (Independent Company) means an ILEC (Incumbent Local Exchange Carrier) not affiliated with an RBOC (Regional Bell Operating Company), which ILEC provides exchange service in areas not served by an RBOC.

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“ILEC” means a U.S. incumbent Local Exchange Carrier.

“Installation” means the provision of connections for new or additional Service.

“Institutional Phones” are telephones, other than payphones, located in public institutions such as universities, prisons, or public offices, or in hotels or motels, or in other premises where Customer may not be able to control access to the phones.

“Internet” means the international interconnected network of networks using the TCP/IP protocol to exchange data communications.

“Interexchange (IXC) Service” means the portion of a Channel or Circuit between a Verizon-designated Point-of-Presence in one exchange and a Verizon-designated Point-of-Presence in another exchange.

“Interruption” means a condition that arises when Service or a portion thereof is inoperative.

“Invoice” means a document that sets forth Verizon’s charges for Service furnished to Customer.

“IP” means Internet Protocol.

“Kbps” means thousands of bits per second.

“LATA” (Local Access Transport Area) means a geographic area established by law and regulation for the provision and administration of telecommunications services.

“Local Access Circuit” means the connection between a Customer Site and a Verizon Point-of-Presence, and is also known as “Local Loop”.

“Local Access” means the portion of the Services between a Customer Site and Verizon facilities and may be provided by Verizon or a third party.

“Local Exchange Carrier” (LEC) means a company which furnishes exchange telephone Service.

“Local Loop” means the connection between a Customer Site and a Verizon Point-of-Presence, and is also known as a “Local Access Circuit.”

“Locations” means places from or at which Service is furnished.

“Master Terms” means the main body of this Agreement, located online in the Guide terms under that heading, including embedded links, excluding Service Attachments and Service Orders.

“Mbps” means millions of bits per second.

“MCI Legacy Company” means an Affiliate of Verizon that was an Affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States.

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“Multiline Terminating Device” means switching equipment, key telephone type systems or other similar customer premises terminating equipment which is capable of terminating more than one access line.

“Normal Business Hours” or “Normal Working Hours” or “Business Hours” means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.

“Online Terms” include online Master Terms, Online Definitions, and online Service Attachments.

“Operator Station” means Service that requires the assistance of an operator to complete a call.

“Optimized Services” means any Service, Software and CPE (including any CPE Services) optimized for Verizon’s automation platform, which is indicated by ‘+’ after the Service name (e.g., ‘Private IP +’). The “+” is not a part of the Service name. Optimized Services were previously referred to as “Dated Services” and may also be referred to as “Rapid Delivery Services.”

“Order” has the same meaning as Service Order or SOF.

“Participating Entity” means an entity authorized by Customer Signatory under Verizon’s processes to contract for Services in Participating Entity’s own name subject to the terms of the Customer Signatory’s Agreement.

“Party” means: (a) in respect of the Agreement, each of the Verizon Signatory and Customer Signatory; and (b) in respect of a Service Order each of Verizon Provider and Customer Signatory or Participating Entity (as applicable) and “Parties” shall be construed accordingly.

“Pending Order Change” means the modification of a Service Order, prior to its completion date, at the request of the Customer.

“Person-to-Person” means Service for which the person originating a call specifies to an operator a particular person, mobile station, department, extension, or office to be reached.

“Physical Change” means a Service modification that requires some physical change of Service, at the request of the Customer.

“Point-of-Presence” (POP) is a Location at which Verizon maintains a Terminal Location for purposes of providing Service.

“Private Carriage Service” is a Service provided to Customer on an individual basis, with rates, terms and conditions that are subject to negotiation between Verizon and Customer, and not offered for sale ubiquitously to the general public at publicly posted rates. If rates, terms and conditions cannot be satisfactorily negotiated with Customer, Verizon reserves the right not to sell such Private Carriage Service to Customer.

“Promotion” means a periodic financial inducement offered by Verizon to new and/or existing Customers of Service to subscribe to and use new or additional Service(s).

“Rate” means the price per unit of Service.

“Rate Center” means a specified geographical location used for determining mileage measurements.

“RBOC” (Regional Bell Operating Company) means one of the seven ILECs established in the U.S. Department

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of Justice 1984 Consent Decree with AT&T. The RBOC carriers are Ameritech, Verizon (NYNEX) or Verizon North, Verizon (Bell Atlantic) or Verizon South, Bell South, Pacific Bell (PacBell), Southwestern Bell and US West (Qwest).

“Redundancy” means an offering of alternate Service through the use of one or more different routings, circuits, and/or additional equipment.

“Regulated Customer Data” means Customer Data the use, processing or transfer of which is regulated by law or regulation as “personal data.”

“Requested Service Date” means the date requested by Customer for the commencement of Service.

“RespOrg” (Responsible Organization) means a company that controls and maintains toll-free numbers. “Restoration” means the re-establishment of Service.

“Route Diversity” means two channels furnished partially or entirely over two physically separate routes.

“Security” means a cash deposit, director’s guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee or any combination of these.

“Service(s)” means the specific Services and CPE (including any CPE Services or Software) as identified in a Contract and may include Third Party Services.

“Service Activation Date” means, (a) with respect to Internet, data and on-network voice Services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice Services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of (i) the date identified in the relevant Service Attachment or Service Order, (ii) the date that Verizon informs Customer that the Service is ready for use; (iii) the date Customer first uses the Service or (iv) for CPE deployment services under the CPE Service Attachment, the date on which the deployment acceptance process and Customer signature requirements specified therein are completed; and (d) in the case of an existing Service that is renewed, the date the Service is renewed (e.g., when the customer-signed Service Order is confirmed as accepted by Verizon).

“Service Attachment” means an online or paper document containing the terms for one or more Services. A Service Attachment may also be referred to as an “Online Service Attachment”, an “Attachment” or “Service Terms.”

“Service Commitment” means a period of time for which Customer is committed to pay for a particular Service, if any, as set out in the Agreement. A Service Commitment commences on the Service Activation Date of the Service to which it relates.

“Service Date Change” means the modification of a Service Order, at the request of Customer, to request a new order due date that is within 30 days of the original due date.

“Service Equipment” means any equipment, Software, Systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

“Service Order” or “SOF” or “Order” means a Customer request for one or more Services that is delivered by Customer to Verizon and effective and binding upon the Commencement Date.

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“Services Effective Date” means the date on which charges and rates (including discounts) are effective for a particular Service, as stated in an Agreement or otherwise as provided below. For Optimized Services, the Services Effective date is the date on which all Services associated with the same Service Order that are interdependent (not including CPE and CPE Services) and provisioned at the same site are ready to use. The Services Effective Date for Optimized Services that are not interdependent will be the date on which they are ready to use. By way of example, if Access has been ordered to utilize Private IP, the Services Effective Date will be the date when both the Access and the Private IP service components are ready to use. The Services Effective Date for CPE and CPE Services will be as set forth in the CPE and Related Services Service Attachment.

“Service Term” means the period from the Commencement Date until a Contract is validly terminated in accordance with its terms and, where applicable includes the Service Commitment together with any agreed (whether express or implied) additional period in which Services are provided.

“Serving Wire Center” means the physical location within a Local Exchange Carrier’s central office or other service provider’s facility used to determine mileage sensitive rates. A Serving Wire Center is associated with each Customer location and each Verizon location.

“Signed Contract” means a Customer-signed Verizon service agreement (including in electronic form).

“Signatory” means the Customer or Verizon entity, as applicable, that executes a Contract.

“SMS” (Short Message Service) means a Service used to send short text messages to mobile devices. “SOF” is an acronym for Service Order Form and has the same meaning as Service Order or Order.

“Software” means software and any related documentation provided to Customer as part of the Service and includes both Verizon and Third Party software.

“Special Access Surcharge” means a charge imposed by a Local Exchange Carrier in accordance with Section 69.115 of the FCC Rules and Regulations.

“Start of Service Date” means the Requested Service Date or the date Service first becomes available for use by Customer. “Station” means telephone equipment from or to which calls are placed.

“Station-to-Station” means a directly dialed call for which no operator is used.

“Subminimum Volume Commitment” means a Service-specific commitment to pay an agreed amount of Eligible Charges or Contributing Charges, whichever is applicable, in each Contract Year.

“Switched Access/Termination Service” means an access line Service consisting of an occasionally connected circuit between a Customer Site or serving telephone company central office and a Verizon terminal, available to Customer on a usage, shared, basis, which is used for the origination or termination of Service.

“System” means CPE and related Software.

“Tariff” means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body (e.g., U.S. State Public Utilities Commissions) governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

“Tax” and “Taxes” means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.

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“Telecommunications Service Priority” means an FCC-mandated program to provide telecommunications provisioning and/or restoration of Service in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission’s Rules and Regulations, which specifies the priority system for such activities.

“Terminal Equipment” means devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets, interconnected to Service.

“Terminal Location” means the physical location where a circuit ends or is connected to other circuits of a network.

“Terms of Service” means the body of prescribed rules governing the offering and furnishing of Service, including (without limitation) “general” and “Service-specific” terms contained in the Online Terms, as supplemented by any additional or alternative terms in a Signed Contract.

“Third Party” means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

“Third Party Billing” means an optional invoicing procedure that permits Service charges to be billed to a number that is different from the number of the Calling Station or the Called Station. The person agreeing to accept a call is responsible for payment for the call.

“Tiered Volume Commitment” means the total Contributing Charges or Eligible Charges, whichever is applicable, which Customer must pay during each Contract Year of the Volume Commitment Period, which amount may vary from Contract Year to Contract Year.

“Total Volume Commitment” or “TVC” means the total Contributing Charges or Eligible Charges, whichever is applicable, which Customer must pay during the Volume Commitment Period to which Customer has committed under the applicable Agreement.

“Transmission Speed” means data transmission speed or rate, in bits per seconds (bps).

“Twelve O’clock” means, in designating a time period, 12:00 AM refers to 12:00 Midnight and 12:00 PM refers to 12:00 Noon.

“Underutilization Charge” means an amount owed by Customer if Customer’s Contributing Charges or Eligible Charges, whichever is applicable, do not reach the Volume Commitment in any Contract Year and/or by the end of the Volume Commitment Period, as applicable.

“United States” or “U.S.” means the 50 states, the District of Columbia, and the U.S. Territories. “U.S. Mainland” means the District of Columbia and the 48 conterminous states.

“U.S. Services” means Services provided pursuant to a Service Order where the Verizon entity that executes the Service Order is legally organized in the U.S.

“U.S. Territories” means Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“Verizon” means the Verizon Signatory or the Verizon Provider as the context requires (including by way of permitted assignment) and will where the context requires, include Verizon Affiliates and subcontractors. For a standard contract not actually signed by Verizon, the relevant U.S. Verizon entity is identified either in the Service Attachment, if of not, in the rules at www.verizon.com/business/service_guide/reg/g_service_provider_list.htm.

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“Verizon Affiliate” means any entity or person controlled by, controlling, or under common control with Verizon.

“Verizon Facilities” or “Network” means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment.

“Verizon Indemnitees” means Verizon, Verizon Affiliates and their respective agents and subcontractors.

“Verizon Provider” means a Verizon entity contracting to provide a Service under a Contract and for the avoidance of doubt could be the same entity as Verizon Signatory.

“Verizon Signatory” means the Verizon entity that agrees to be bound by a Contract.

“Verizon Wireless” means Cellco Partnership and its Verizon Affiliates d/b/a Verizon Wireless.

“Volume Commitment” means the agreed-upon Customer commitment to purchase, and may be described as an Annual Volume Commitment, Total Volume Commitment, Tiered Volume Commitment, or Subminimum Volume Commitment.

“Volume Commitment Period” means the period of time that applies to the Volume Commitment beginning on the Commitment Effective Date.

“Wire Center” means the Service area from which a Customer Site would normally obtain exchange service dial tone from an ILEC.

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