



ONLINE MASTER TERMS – UNITED STATES SERVICES

1. **General.** These online Master Terms ("Master Terms"), the online Service Attachments ("Service Attachments") and related information appearing at www.verizon.com/business/publications/service_guide/ are generally referred to collectively as the Online Terms. The Online Terms are incorporated by reference into an Agreement, which may modify or supplement it. If no unexpired Agreement exists, the Online Terms apply to the receipt or use of any service not covered by a Tariff.
2. **Agreement.** The Agreement establishes a framework under which Customer can order Services from Verizon in the U.S. under the Agreement or pursuant to Contracts. Each resulting Contract is created by way of Service Order and consists of (a) the applicable Agreement; (b) Service Attachments; and (c) other content incorporated by reference. The rules at www.verizon.com/business/service_guide/reg/g_service_provider_list.htm identify the relevant U.S. Provider if the Contract does not otherwise do so. A Participating Entity may contract for Service in its own name subject to the terms of an existing Contract. Customer may access CPNI of its Participating Entities.
3. **Definitions.** The Online Definitions at www.verizon.com/business/service_guide/reg/g_online_definitions.pdf apply to the Online Terms and to Contracts with respect to terms not otherwise defined within them.
4. **Service Order-Based Contracts**
 - 4.1 **Service Order Process.** When required, Verizon will provide Customer a SOF for signature. If Verizon learns that it cannot fulfill a SOF due to third party issues after Customer accepts the SOF, Verizon will notify Customer as soon as possible and shall have no further obligation to provide the Service under that SOF.
 - 4.2 **Order Limitations.** Verizon may decline an order if it would be impossible or impractical to provide it as requested -- for example, but not exclusively, in a location in which Verizon does not have regulatory authorisation to provide the service; or sufficient presence, infrastructure or capacity to support it.
 - 4.3 **Effective Date.** Subject to the clause entitled "Service Order Process," a Service Order shall be effective and binding on both Parties on the Commencement Date.
 - 4.4 **No-Sign Service Order Acknowledgement Ordering.** Where available, Customer may use the No-Sign SOF process to document its Service orders. U.S. Customers are automatically able to use the No-Sign SOF process (but may opt-out at their discretion). Under the No-Sign SOF process, Customer submits a request for Service (which may be oral or in writing) that Verizon acknowledges by a No-Sign SOF email to the Customer Agreement signor or designee, which includes the requested services, locations, prices and parties. A No-Sign Service Order is binding on both parties when sent. Customer has five calendar days to notify Verizon of any errors in the No-Sign SOF. The No-Sign SOF process is not available for all services or in all countries. Customer will provide notice to Verizon if it does not want to use the No-Sign SOF process.
5. **Order of Precedence.** In the event of an inconsistency between the provisions of a Contract, the following order of precedence applies, with 1 having the highest precedence: (1) the Service Order (if applicable); (2) the Agreement. Within the Agreement the following order of precedence applies with (a) having the highest precedence: (a) Service Attachments, with a state-specific provision having

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precedence over provisions that are not state specific; and (b) these Master Terms. Where applicable, U.S. Service Tariffs take precedence over all other terms to the extent they are required to take precedence by law.

6. **Changes to U.S. Online Terms.** Verizon may amend the Online Terms from time to time. Changes to the Online Terms are effective upon posting of the Online Terms in the case of new Services, Service features, Service options or Service promotions. Other modifications to the Online Terms are effective on the date indicated in the Online Terms, provided that no such modification becomes effective and binding on Customer until it has been posted in the Online Terms for at least 15 days. Customer may enroll to receive email notifications of Online Terms changes at www.verizon.com/business/publications/service_guide/. If any modification made by Verizon to the Online Terms affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without termination liability (except for payment of all charges incurred up to the effective date of such Service discontinuance) by providing Verizon with written notice of discontinuance within 60 days of the date such change is posted in the Online Terms. A “material and adverse” change will not include: (a) the introduction of a new Service element or any new Service feature associated with an existing Service, including all terms, conditions and prices relating thereto; (b) an adjustment (either an increase or a reduction) of a published underlying Service price not expressly fixed in the Agreement; or (c) the introduction or revision of Governmental Charges. If a Service for which the charges are included in Contributing Charges or Eligible Charges, as applicable, is discontinued under this Section, the affected Customer’s relevant Volume Commitment will be modified, to reflect the discontinuance upon Customer’s request.
7. **Duration.** The Online Terms shall continue until terminated in accordance with the provisions of the Master Terms.
8. **Rates and Charges.** Contracts will identify rates and charges which are fixed (i.e., not subject to change) for the Term. Otherwise, Verizon may change its rates and charges upon 30 days notice to Customer with the following exception: For voice services, Verizon may change its rates and charges at any time upon seven days notice to Customer. Verizon may give Customer notice of such changes in rates or charges by posting them in the Online Terms, by invoice message, or by other reasonable means. In Contracts that incorporate online pricing, that pricing may be supplemented by the rates and charges for new service options as they become available, such as faster speeds and advanced features. Pricing for such new service options will be clearly distinguished from existing pricing, which will not be affected. Customer may order such new service options at the referenced prices, subject to applicable terms. If Customer’s Contract does not already contain the appropriate terms, an amendment may be needed.
- 8.1 **Services.** Charges and rates (including credits and discounts) for Services are provided in the applicable Service Order, Service Attachment, Master Terms, or Tariff (as applicable). The rates and charges for Services will be effective on the Services Effective Date. Except as expressly provided to the contrary in a Service Order, the rates and charges set forth in a Contract for Services are in lieu of, and not in addition to, any other discounts, promotions and/or credits (Tariffed, standard or otherwise). All rates and charges for Services are subject to change under the terms of the applicable Service Order, Service Attachment, Master Terms, Tariff, or other provisions of a Contract specifically applicable to Services, except those that are designated as “fixed” in the Contract, the Master Terms, the Service Attachment, a Service Order or an applicable Tariff. For Services not specifically set forth in a Contract, Verizon’s standard rates and terms apply. References in a Contract regarding standard rates and/or discounts and standard Tariffed rates and/or discounts refer to the corresponding standard charges, rates and/or discounts set forth in the Online Terms, the applicable Tariff, or other Verizon standard rate tables.
- 8.2 **Governmental Charges.** Verizon may adjust or introduce Governmental Charges in order to recover

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amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Optimized Services were previously referred to as “Dated” Services.

8.3 **Accrual of Charges.** Except as otherwise stated in the Agreement or a Contract, Customer is deemed to have accepted a Service upon the Service Activation Date and Verizon will accrue and invoice the charges as follows: (a) recurring charges accrue from the Service Activation Date and are invoiced in advance; (b) usage-based charges accrue from the Service Activation Date and are invoiced in arrears; and (c) one-time or set-up charges accrue from the Commencement Date (or where there is no Commencement Date the date an order under the Agreement is accepted by Verizon) and are invoiced at any time thereafter. If a Service Activation Date is delayed because Customer (a) has not met its obligations or done all that is necessary on its part to activate the Services, then Verizon may deem a date to be the Service Activation Date (whether the Services are ready for use or not) and charges shall commence to accrue in accordance with this clause; or (b) requests a delay, Customer shall be liable for any third party costs and expenses incurred by Verizon, including but not limited to charges in relation to third party Local Access, related Services or Service Equipment during the period of delay. For purposes of computing the daily share of a monthly charge, a month consists of 30 days, except for Optimized Services, for which the calculation will use the actual number of days in the applicable month.

8.4 **Ancillary Charges**

8.4.1 **Paper Invoice Charge.** A \$40 monthly recurring charge applies to every paper invoice provided to a Customer (except invoices solely for US intrastate telecommunications services) in lieu of, or in addition to, an online invoice. This charge does not apply where Customer has established to Verizon’s satisfaction, or Verizon determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.

8.4.2 **Telephone Convenience Payment Charge.** A \$5 convenience payment charge applies to any Customer payment that are authorized by telephone for Verizon Services. The charge will be made by the same payment method Customer has selected and it will be added to the total payment amount. The charge does not apply to other payment options.

8.4.3 **No Fault Found Charge.** A non-recurring charge applies when a Verizon representative is dispatched to Customer’s premises, or performs work remotely, at Customer’s request to investigate a suspected issue with the Services, and the Verizon representative responds to the request and finds no fault with the proper functioning of the Services or is prevented from resolving the request due to Customer’s failure to provide access or other contractually-required assistance. Examples include (without limitation) situations in which Verizon determines: (a) the fault is with the Customer/third party vendor-maintained equipment or network; (b) the fault has already been resolved; (c) the fault resulted from an interruption to the power supply to the Service Equipment at the Customer Site that was not approved by Verizon; or (d) the fault was caused by an act or omission of Customer in breach of the Agreement or a Contract. Verizon may modify this charge by providing notice to Customer (including by posting online). The following charges apply for each Verizon response, based on time of the visit:

Time of Day	Charge
Normal Working Hours	\$265
After Hours	\$400

A visit to Customer Site or remote response which begins or ends outside of Normal Working Hours is “After Hours.”

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- 8.5 **Telecommunications Service Priority ("TSP").** The rates and charges, features, and terms and conditions set forth in the online Service terms for TSP Service at www.verizon.com/business/service_guide/reg/m_tsp.htm apply when TSP is provided to Customer.

9. Payment of Invoices

- 9.1 **General.** Customer shall pay Verizon invoices within 30 days of the invoice date.

- 9.1.1 Amounts not paid or Disputed on or before 30 days from the invoice date will be past due, and interest shall accrue on any past due amount from the due date until payment (whether before or after judgment) at a rate of 5.0% per month (compounded monthly). Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid charges. Verizon may invoice Customer up to six months after the date a charge accrues; for charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon becomes aware of such charges).

- 9.1.2 Without prejudice to any other rights under applicable law, Verizon also may exercise the following remedies with respect to any past due amount other than Disputed Amounts: (i) setting it off against any Security and requiring the Security to be increased by an additional amount; (ii) terminating these Master Terms and/or a Contract in accordance with the clauses entitled "Termination Notice" and "Service Suspension;" and/or (iii) exercising any other rights it may have with respect to any surety, security interest or other assurance of payment. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under these Master Terms or a Contract.

- 9.2 **Credit Check.** Verizon may, at any time, in the reasonable exercise of its discretion, conduct a credit check of Customer, for purposes of which Customer will provide any financial information reasonably requested by Verizon. Verizon's agreement to extend credit to Customer or to vary credit limits already extended (whether up or down) from time to time shall be at Verizon's absolute discretion.

- 9.3 **Security.** In order to reasonably secure payment from Customer, Verizon may, at any time, request Customer to provide Security or increase existing Security. Customer must comply with any such request.

- 9.4 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount within 30 days of the invoice date the Disputed Amount may be withheld. If Verizon (in its reasonable opinion) determines a Disputed Amount is not valid, then any withheld amount will be considered past due and must be paid (including any accrued interest) within five days of notification by Verizon to Customer of that determination or the current due date under the relevant invoice, whichever is the later. If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within six months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer.

- 9.5 **Local Access and Currency.** When Customer orders third-party Local Access from Verizon, Customer agrees to pay to Verizon all charges associated with such Local Access, and to be subject to the third-party's terms and conditions for such Local Access, that Verizon has ordered. For this limited purpose only, Verizon may serve as Customer's representative in procuring, on Customer's behalf, domestic and international Access Services from such suppliers. Customer will pay any loss arising in the process of converting a foreign carrier's charges to Dollars, or vice versa, in settlement of such carrier's charges and in collecting payment from Customer.

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9.6 **E-Rate Funding.** Customer purchasing Services with E-Rate Funding are subject to the E-Rate Funding Provisions at:
www.verizon.com/business/service_guide/reg/q_e_rate_funding_provisions.pdf

9.7 **Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in these Master Terms or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

10. **Termination Notice.** Customer may terminate Services on 30 days written notice for Service to U.S. locations and 60 days written notice for Service provided to locations outside the U.S. Customer must terminate a Service by completing Verizon's standard form via the Verizon Enterprise Center (VEC) online portal at verizonenterprise.com as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) is void and has no effect, even if actually received by Verizon. After submission of the disconnect form online, Customer will receive an email from Verizon ("Request Acknowledgment") which Customer should retain as confirmation of its request. If Customer does not receive a Request Acknowledgment within 24 hours of submitting the disconnect form online, Customer should contact the VEC helpdesk or customer service to avoid delays in disconnection of service.

Notwithstanding any such termination, Customer will remain liable for any applicable termination charges. Termination takes effect on the day that Verizon actually disconnects Service which will be the date specified by Customer or the end of the Notice Period (whichever is later). Customer will be responsible for applicable charges until such date.

Services may immediately be terminated by a Party by written notice (to the extent permitted by applicable law) if the other Party (a) has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or (b) becomes subject to an administration order or enters into any voluntary arrangement with its creditors under which it ceases or threatens to cease to carry on business, or (c) undergoes or is subject to any analogous acts or proceedings under any foreign law. The circumstances set forth in the preceding sentence are referred to collectively in these Master Terms as "Insolvency Events." In addition, either Verizon or Customer may terminate a Contract immediately by written notice where, after expiration of all Service Commitments, no Services have been provided under the Contract for a continuous period exceeding three months, or (to the extent permitted by applicable law) if the other Party to the Contract has experienced any of the Insolvency Events. Notwithstanding the foregoing, a court order is not required to effect termination (or suspension) under this clause or any provision of the Termination for Cause and Service Suspension clauses.

11. **Termination for Cause or Convenience.** Either Party may immediately terminate the Agreement, a Contract or Service under the Agreement or a Contract for Cause. Moving or changing (i.e., upgrading or downgrading) an existing Service is deemed to be a Termination for Convenience of that Service by Customer. Customer is responsible for terminating the existing Service affected by the move or change. Customer may arrange with Verizon (in writing) to coordinate the move or change.

12. **Service Suspension.** Verizon may, subject to giving Customer reasonable notice where practicable, suspend one or more Services (or a part thereof) if: (a) Customer is past due on any invoice for Services

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which has not been remedied within 10 days after Customer receives notice of such non-payment; (b) suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon's personnel, agents, facilities, or services; (c) Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g., police or fire service) or other administrative or regulatory authority; (d) Verizon needs to carry out Emergency Works; (e) Verizon has reasonable grounds to consider that use of the Service violates the Acceptable Use Policy or other terms of a Contract; or (f) Customer fails to provide or increase the Security as requested by Verizon. To suspend Services pursuant to sub-clause (a) above, no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If one or more Services (or part thereof) is suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

13. **Facilities Used for Service.** Verizon determines the facilities it uses to provide Services at all times. Notwithstanding any other provision in a Contract, Verizon reserves the right to allocate or limit its facilities available for Services; to substitute facilities (including without limitation local access facilities) with facilities from alternative suppliers (including Verizon's own facilities); and to deny or discontinue Services (or associated billing options), in whole or in part, in general or to particular Customers, in order to: (a) manage its network in an efficient manner (including by avoiding technical, operational or security problems); (b) meet reasonable customer service expectations; or (c) furnish Services to existing and future customers based on current and projected available capacity.
14. **Decommissions.** Notwithstanding any provision to the contrary in the Agreement or a Contract, Verizon may terminate Services upon not less than six months written notice whenever Verizon generally decommissions such Services (that is, ceases to provide it on a commercial basis to its customers), provided, however, that this six-month requirement will not apply to customer notices delivered by Verizon prior to April 1, 2013.
15. **DNS Cache Server Functionality.** Verizon may respond to an unsuccessful DNS query by providing alternative information rather than a NXDOMAIN or other error message. To avoid receiving such alternative information, Customer may configure its applications to send its DNS queries to one of the following Verizon DNS cache servers 198.6.100.25, 198.6.100.38 and 198.6.100.53, or notify Verizon customer service to exclude specified Verizon-provided IP addresses from this functionality. Customer browser users may "opt-out" by receiving an opt-out cookie on their system via a link provided with the alternative information. In providing this functionality, Verizon and its suppliers will have access to Customer IP addresses and DNS queries, including information Customer has entered into an address bar, and information about the browser and any referring web page link involved in generating the DNS query (collectively "DNS Information") but will not use the DNS Information for any purpose other than providing the functionality, including to improve the operation and effectiveness of the functionality and its underlying search capabilities. Verizon and its suppliers may use non-identifying DNS Information to support the functionality.
16. **Annual Volume Commitment (AVC).** If applicable, Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the AVC identified in the Agreement, for the number of Contract Years or Volume Commitment Period identified in the Agreement. If, in any Contract Year, Customer's Eligible Charges are less than the AVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the AVC.

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17. Total Volume Commitment (TVC). If applicable, Customer agrees to pay Verizon the amount of Eligible Charges during Volume Commitment Period that is no less than the Total Volume Commitment or TVC identified in its Agreement. If, during the Volume Commitment Period, Customer's Eligible Charges are less than the TVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges and the TVC.

18. Tiered Volume Commitment. Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the Tiered Volume Commitment identified in its Agreement, for the number of Contract Years/Volume Commitment Period identified in the Agreement. If the Contract does not identify a Tiered Volume Commitment or number of Contract Years/Volume Commitment Period, then the applicable number is zero. If, in any Contract Year, Customer's Eligible Charges are less than the Tiered Volume Commitment, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the Tiered Volume Commitment.

19. Expiration of Commitment Period

19.1 Service Commitment Based Agreements. Any Service Commitment agreed upon after November 2, 2022, for a Service listed at this www.verizon.com/business/service_guide/reg/auto-renewal-services.pdf (which Services may change from time to time), under an Agreement where all Services are priced at the time of Order and no Volume Commitment exists, will automatically renew upon its expiration for a one-year period (repeatedly), unless Customer gives notice to Verizon of its intent not to auto-renew it at least 30 days prior to the expiration of the Service Commitment. That notice must be given by completing Verizon's standard form via the VEC online portal at verizonenterprise.com, as such URL may be updated from time to time; no other form of notice meets this requirement. If Customer opts out of the auto-renewal, upon expiration of the Service Commitment, Customer's recurring Charges for each affected Service automatically will increase by 10% 30 days following the expiration of the Service Commitment. This provision does not apply to any customer receiving E-rate funding under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Upon expiration of a Service Commitment agreed to before November 2, 2022, the governing Service Order is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice.

19.2 Volume Commitment Based Agreements

19.2.1 For standalone Agreements for Optimized Services with a Volume Commitment signed on or after July 18, 2015, upon expiration of a Volume Commitment Period, the governing Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.

19.2.2 For all other Agreements, upon expiration of a Volume Commitment Period, the governing Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply

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during any service-specific commitments that extend beyond the Volume Commitment Period.

20. **Consequences of Termination.** Without prejudice to any Party's accrued rights or obligations, upon termination of the Agreement, all Contracts (or parts thereof) and related Services shall terminate immediately. If the Agreement, a Contract or a Service is terminated by (a) Customer for any reason other than for Cause or pursuant to the clauses entitled "Service Level Agreement" or "Force Majeure", or (b) by Verizon for Cause, Customer will pay or refund to Verizon as applicable, without set off or deduction, the following with respect to each of the Services affected by the termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access circuits or related Services or Service Equipment and other third party services in connection with the affected Service(s); (iii) the Early Termination Charge; and (iv) any other applicable cancellation or termination charges specified in the Agreement or a Contract. The termination liability provided in this clause is in addition to any other remedies available to Verizon.

20.1 **Early Termination Charge for Service Termination.** If Customer terminates an Optimized Services on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge shall be 75% (or as set forth in the applicable Service Terms) of the monthly recurring charges ("MRCs") for the terminated Service multiplied by the number of months remaining in the Service Commitment. Not all Services have a Service Commitment.

20.2 **Early Termination Charges for Agreement Termination.** If the Agreement is terminated pursuant to the clause entitled "Consequences of Termination," the Early Termination Charge shall be equal to 75% of the remaining aggregate of the AVC(s) or Volume Commitments (plus 75% of the unsatisfied AVC in the Contract Year of termination), plus any amounts due under the sub-clause entitled "Early Termination Charge for Service Termination."

20.3 **Early Termination Charges for Moves, Changes.** Customer will not be charged the full Early Termination Charge set forth in section entitled "Early Termination Charge for Service Termination" for moves or changes. Instead, for moves or changes to Optimized Services during the Service Commitment, the Early Termination Charge described in the section "Early Termination Charge for Service Termination" will be reduced by the MRC for the replacement Optimized Service multiplied by the number of months in the new Service Commitment. To qualify as a move or change, changes to the Optimized Services must be placed at the same time with related coordinated implementation at the same time.

21. Customer Obligations

21.1 **Access.** Where Verizon requires access to a Customer Site in order to provide a Service (including but not limited to physical changes to local access facilities), Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer Site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.

21.2 **Assistance.** Customer shall provide Verizon with such facilities, information and cooperation as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract. This includes but is not limited to (a) taking actions needed to enable Verizon to implement new processes or systems, and to change facilities used to provide Services, and (b) responding promptly to notice from Verizon requiring Customer action, such as to coordinate Customer-site access needed for a change in facilities at a mutually convenient time within 30 days of such notice from Verizon.

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- 21.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it shall: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment, title to which at all times belongs and remains with Verizon, a Verizon Affiliate or their subcontractor or financing partner; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Service, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by (i) the act or omission of Customer or Customer's breach of the Agreement or a Contract, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.
- 21.4 **Software and Documentation.** Software not otherwise subject to a separate agreement or a license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable non-sublicensable license to use the Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software either in connection with the products and/or services of any third party or to provide services for the benefit of any third party, including without limitation as a service bureau. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of any Contract between the Parties pertaining to "Confidential Information." Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any contract between Verizon and Customer pertaining to the Software; (ii) termination of the Services with which the Software is intended for use; or (iii) failure of Customer to comply with any provisions of this clause. Upon termination of any License, at Verizon's option, Customer will promptly either (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.
- 21.5 **Intellectual Property Rights.** All intellectual property, including without limitation trade secrets, know-how, methodologies and processes related to any Verizon Service or product or otherwise made known to Customer in connection with any Verizon Service or product shall at all times remain the exclusive

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property of Verizon or its suppliers (as the case may be).

- 21.6 **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.
- 21.7 **Service Level Agreement ("SLA").** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days written notice of termination during the 30 days following posting of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer's written notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claim relating to Services or Verizon Facilities, including any failure to meet any standard set forth in the SLA. Verizon records and data shall be the basis for all SLA calculations and determinations.
22. **Disclaimer of Certain Damages.** No Party is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with these Master Terms, any Contract, the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages. **Nonetheless, each Party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under the Master Terms provision entitled "Confidentiality".**
23. **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages clause above, the total liability of either: Customer or Verizon to the other in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty) in connection with the Agreement and all Contracts and Services provided under them is limited to the lesser of: (a) direct damages proven by the moving Part(ies); or (b) the aggregate amounts due from Customer to Verizon under the Agreement and all Contracts made pursuant to the Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this clause is being calculated. Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of these Master Terms or a Contract. The liability restrictions and liability and warranty disclaimers in this section apply equally to Verizon's suppliers and contractors as they do to Verizon. Customer acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this clause.
24. **Exclusions.** The clause entitled "Limitation of Liability" does not limit: (a) any Party's liability (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation; or (b) Customer payment obligations under a Contract; or (c) Verizon obligations to provide credits and waivers under a Contract; or (d) Customer indemnification obligations under a Contract.
25. **CPE Liability and Indemnity.** To the extent that Verizon sells CPE to Customer that is not managed by Verizon, the entire liability of Verizon and its Affiliates for all and any adverse events arising from that CPE is limited to the Charges for the specific CPE giving rise to the particular Event. Verizon is not the manufacturer of the CPE or the owner of any third party Software provided for use with the CPE, which

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CPE and Software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer of the CPE, licensor and/or owner(s) of the Software. Except for such manufacturers', licensors', or owners' indemnities applicable to the CPE and/or Software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including Software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement. This clause operates independently to (and to the exclusion of) the aggregate liability limitation detailed in the clause entitled Limitation of Liability.

26. **No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN A CONTRACT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
27. **Time Limitation.** No cause of action, howsoever arising, which accrued more than one year prior to the institution of a legal proceeding alleging such cause of action, may be asserted by any Party against another, to the extent permitted by law.
28. **Content Disclaimer.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Service (except to the extent a particular Service explicitly states otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial Content. Verizon is not responsible if the level of security protection Customer uses for any particular Content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that Content.
29. **Force Majeure.** Any delay in or failure of performance by any Party under the Agreement or any Contract (other than a failure to comply with payment obligations) is not a breach of that Agreement or Contract to the extent that such delay or failure is caused by events beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, and sabotage. Such an event is hereinafter referred to as a "Force Majeure Event." Market conditions or fluctuations are not Force Majeure Events. A Party whose performance is affected by such Force Majeure Events will promptly provide relevant details to the other Party to the Agreement or relevant Contract and the obligations of the Party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either Party to the relevant Contract may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace affected Services with comparable Services. Upon such termination, Verizon is entitled to payment of: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related Services or equipment and other third party services in connection with the Service. The Parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event.



30. Indemnification

30.1 Customer Indemnification. Customer will defend, indemnify and hold harmless the Verizon Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of Services to any third party service or network; (b) violation, misuse or misappropriation by Customer, users of the Services, or Customer's customers, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon, Verizon's Affiliate or of a third party (other than a third party claim that Verizon does not own Verizon service marks or trade marks); and (c) Customer's, use of Services, or Customer's customers' violation of the AUP; or (d) the unauthorized use of or access to Service or Verizon Facilities by any person using Customer's systems or network. Notwithstanding any other provision of the Agreement or a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees. Verizon shall be entitled to participate, in a non-interfering manner, in the defense of any such claim, action, or suit, at its own cost.

30.2 Notice, Cooperation, Control and Consent to Settlement

30.2.1 Excuse from Obligations. Customer is excused from its obligations relating to any claim, action or suit under the clause entitled "Customer Indemnification" if Verizon fails to: (a) provide prompt written notice of the third party claim, action, or suit to Customer, provided that the failure of Verizon to provide such notice materially prejudices Customer's defense and/or settlement of such claim, action or suit; (b) cooperate with all reasonable requests of Customer in connection with the defense and/or settlement of such claim, action or suit, at Customer's reasonable expense; and/or (c) surrender exclusive control to Customer of the defense and/or settlement of such claim, action, or suit.

30.2.2 Prior Consent Required. Customer shall secure the prior written consent of Verizon before settling any claim, action or suit that includes an admission of liability by Customer or imposes material obligations on Verizon other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by Customer under the clause entitled "Customer Indemnification." Verizon shall not unreasonably withhold or delay consent.

31. Confidentiality. Except as required by law or regulation, each Party to these Master Terms and any Contract promises that while any Services are being provided and for three years after, it will use the other Party's Confidential Information only for purposes of such Master Terms or Contract, as applicable, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a Party may disclose the other Party's Confidential Information to its employees, agents, CPE and/or Software financing sources, suppliers and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as these Master Terms. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party may be entitled to seek specific performance and/or injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the Agreement or a

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Contract internally (e.g., to its employees and Affiliates). In the event the Parties have signed a separate confidentiality agreement which applies to Services, the terms of this clause will take precedence over that agreement to the extent of any inconsistency.

32. **Customer Data.** Customer acknowledges that Verizon, Verizon Affiliates and their respective agents will, by virtue of the provision of the Service, come into possession of Customer Data.

32.1 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect "Regulated Customer Data" against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing, which measures may for example relate to data handling practices, backup procedures and server, workstation and transmission security for internal communications. Additionally, for Services that require Verizon to collect or process Regulated Customer Data, the clauses at the following URLs apply to such collection and processing and are deemed incorporated into the Agreement:

(a) where GDPR Regulation (EU) 2016/679 and other non-US privacy laws or regulations apply:

www.verizon.com/business/service_guide/reg/regulated_customer_data.pdf and

(b) where US state-specific privacy laws or regulations apply:

www.verizon.com/business/service_guide/reg/state.htm.

32.2 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on written notice, and any agreed errors in such Regulated Customer Data shall be rectified.

32.3 **Use of Customer Data.** Verizon and its Affiliates and agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Verizon Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Service; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and Customer use analysis; and (c) to communicate to Customer regarding the Services.

32.4 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to (a) provision, manage, account or bill for the Service; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.

32.5 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this section.

32.6 **Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI").** Verizon desires to give you the best digital and connected experience and the most reliable products and services. Verizon protects all your Customer information, but may need to share your Customer information with our Affiliates, and with our partners, vendors, and agents, in order to offer and provide products and services to you, our Customer. The Federal Communications Commission, and various states, require Verizon, and indeed all telecommunications providers, to protect Customer Proprietary Network Information (CPNI). CPNI is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of a Customer's telecommunications and interconnected VoIP services purchased from a provider, and related local and toll billing information. Verizon respects our Customers' rights to the protections afforded by these laws. By signing these Master Terms or a

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Contract which incorporates these Master Terms, Customer grants Verizon permission to use, give access to, and share, Customer's CPNI between and among Verizon and its Affiliates, and with their agents, contractors, and partners, solely so Verizon and its Affiliates can offer Customer our current and future products and services; and to disclose any of Customer's current and future affiliates' CPNI to Customer upon Customer's request. Additionally, Customer represents that the individual signing these Master Terms or a Contract which incorporates these Master Terms has the authority to grant this permission to Verizon. You, our Customer, may withdraw or limit your consent at any time via email at cpni-notices@verizon.com or at cpni-notices@verizonwireless.com. Please note that your consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect existing service delivery.

32.7 Relationship Between CPNI, Customer Data and Confidential Information. The three clauses entitled "Confidentiality," "Customer Data" and "Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI")" each address somewhat different concerns and types of information. Each establishes specific rules for handling the particular type of information it is designed to protect. Where a Customer grants consent to Verizon to use its CPNI for the limited purpose of marketing Services to Customer as described in the clause entitled "Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI")," that consent will apply to all CPNI, including any CPNI that may also to be considered Confidential Information under the clause entitled "Confidentiality." Note that such consent does not authorize the use of CPNI for any other purpose.

32.8 Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives

32.8.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or these Master Terms or a Contract.

32.8.2 Provided that Customer is served by at least one dedicated Verizon representative under the Agreement or a Contract (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

32.8.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.

32.8.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

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- 32.8.5 Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
 - (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable).
- 32.8.6 At all times that there is a Contract for U.S. Services in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under these Master Terms or a Contract as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Contract will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

33. Acceptable Use Policy ("AUP")

- 33.1 **Compliance.** Use of Verizon IP Services must comply with the then-current version of the AUP of the countries from which Customer uses such Service (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: www.verizon.com/business/terms/ or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP.
- 33.2 **AUP Changes.** Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer.
34. **IP Addresses.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Service for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.

35. Notices

- 35.1 **General.** Any notice required to be given under these Master Terms or a Contract will be in writing, in English, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, or for Verizon only, invoice message, to a Party at the addresses set out in the Agreement or Contract or such other addresses as may be specified in accordance with this clause. Notice from Customer must reference the Contract ID of the Contract. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A Party may from time to time designate another address or addresses by written notice to the other Party in compliance with this clause.
- 35.2 **U.S. Service Related Notices.** Notices related to Services for Customer are to be sent to the addresses specified in the applicable Agreement or Contract and for Verizon as set out below:

U.S. Services Only



Verizon Business Services Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Basking Ridge Mail Hub One Verizon Way Basking Ridge, NJ 07920 Attn: Legal Intake
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36. **Use of Subcontractors/Affiliates.** Without releasing it from any of its obligations, Verizon may at any time, and without notice, utilize the services of one or more Verizon Affiliates or subcontractors (as well as interconnecting carriers) in connection with the performance of its obligations.
37. **Relationship.** Nothing in these Master Terms or a Contract, and no action taken by the Parties under it, creates a partnership, agency, association, joint venture or other co-operative entity between the Parties.
38. **Third Party Beneficiaries.** Except as otherwise stated in these Master Terms or a Contract, nothing in them confers any rights or other benefits in favor of any person other than the Parties.
39. **Resale of Services.** Except as otherwise specified in the Agreement or a Contract, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
40. **Assignment.** Either Party may assign its rights or obligations under the Agreement to: (a) an Affiliate or (b) a successor to its business or assets without the other Party's consent, provided in the case of an assignment by Customer, (i) the assignee is an entity of the same country as the Verizon entity contracting and invoicing for the affected Services, and (ii) the assignee complies with Verizon's generally applicable credit standards and documentation requirements. Customer will remain obligated for payment of all Charges until the assignment is effective within Verizon's systems. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed). Verizon may assign rights and obligations related to CPE and CPE Services to a third party finance entity.
41. **Variation.** Except as otherwise stated, a Contract may be modified only by the written agreement of the Parties to it.
42. **No Waiver.** Failure or delay by any Party to exercise or enforce, or a partial exercise of, any right under these Master Terms or a Contract is not a waiver of that right.
43. **Survival.** Certain provisions of the Agreement and Contracts shall have full force and effect after the expiration or termination of that particular Contract, including but not limited to the clauses entitled: "Disclaimer of Certain Damages/Limitation of Liability," "Indemnification," "Confidentiality," "Customer Data," "Customer Consent to Use of U.S. CPNI," "Relationship between CPNI, Customer Data and Confidential Information," "Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives," this clause "Survival" and any other clauses which by their nature should survive, including those relating to governing law.
44. **Severability.** If any provision of a Contract is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Contract remains enforceable.
45. **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (a) local license or permit requirements; (b) applicable export/re-

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export (including U.S. export regulations), sanctions, import and customs laws and regulations; and (c) data protection requirements. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted. Customer warrants that it holds and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to Verizon Facilities and Service Equipment. Verizon reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this clause and in no event will Verizon be liable in respect of Customer's failure to comply with this clause.

46. **Export Restrictions.** The export, import, and use of certain hardware, Software, and technical data provided by Verizon are regulated by the United States and other governments. Customer agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations. Customer represents and warrants that Customer is not subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of Customer's or Verizon's obligations under any Contract.
47. **Network Monitoring.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
48. **Governing Law and Venue for U.S. Services.** This Agreement will be governed by and construed in accordance with the domestic law of New York, without regard to its choice of law principles, except that where the Communications Act of 1934 (as amended) applies, those Contracts will be governed by and construed in accordance with that Act. For any such dispute, the Parties waive any and all objections to venue in New York, United States District Court for the District of New York and the courts of the State of New York in New York, New York.
49. **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to a Contract (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), are first subject to a 30-day negotiation period between Verizon and Customer in which each shall disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the dispute in question. If such negotiations fail to resolve the dispute within 30 calendar days, Disputed Claims must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon the Contract and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in the Contract and these Master Terms, and has no authority to award relief in excess of what the Contract provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under a Contract must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Contract on a class basis. The arbitration will be held in a mutually agreed-to location, and is final and binding.
50. **Counterparts/Facsimile Copies.** A Contract may, where applicable, be executed in counterparts each of which when executed by the requisite Parties shall be deemed to be a complete original agreement.

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A facsimile copy or scanned copy of the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

51. **Entire Agreement.** A Contract (a) expresses the entire understanding of the respective Parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in a Contract.