

SECTION 7 - SAMPLE FORMS



THIS AGREEMENT IS MADE BETWEEN:

Customer Name:	Verizon Select Services Inc.
Contact Name:	Account Manager Name:
Address:	6665 N. MacArthur Blvd. Irving, TX 75039
Main Billing Tel. No:	Agreement No:

- Services.** Customer hereby agrees to purchase from Verizon Select Services Inc. ("Verizon") the services identified in the attached Exhibit(s) to this Agreement ("Services") pursuant to the terms and conditions of this Agreement. The Services will be provided to the Customer locations specified in the attached exhibits. Other Customer locations may be added to this Agreement only upon mutual written agreement of the parties. This Agreement becomes binding when it has been signed by an authorized Verizon representative. Under no circumstances may the Customer resell the Services being provided under this Agreement.
- Tariff Applicability.** If the Services provided herein are subject to the rates, terms and conditions contained in Verizon's tariffs ("Tariffs") on file with the Federal Communications Commission (FCC) (interstate and international services) or on file with the state regulatory commission in the state in which the Services are provided (intrastate services), this Agreement shall be subject to changes, modifications, orders and rulings by the FCC or the state regulatory commissions. In the event of a conflict between the terms of the applicable Tariffs and this Agreement, the terms of the Tariffs shall control and supersede the terms of this Agreement. If Tariffs do not govern the Services, this Agreement and its rates, terms and conditions set forth therein shall fully control. If, during the term of this Agreement, the Tariffs covering the Services are withdrawn pursuant to statutory changes or orders from the FCC or other governmental or judicial authority, this Agreement shall continue in full force and effect and the rates, terms and conditions set forth herein shall fully control.
- Term of Agreement.** This Agreement shall become effective when signed by both parties and shall end at the conclusion of the Service Period which shall be a period of 0 consecutive months ("Service Period"). Subject to Verizon's receipt of any necessary regulatory and other governmental approvals or completion of any work or installation of facilities needed to provide the Services, and unless otherwise stated in the applicable exhibits, the Service Period shall be scheduled to commence on the "In-Service" date which shall be identified on the first invoice to the Customer. At the end of the Service Period, the terms and conditions set forth herein shall continue in full force and effect until a new agreement is entered into or the Service(s) is terminated. Although the terms and conditions shall continue to apply, Verizon may charge its then-current month-to-month rates for the Service(s) as set forth on Verizon's standard rate schedule that is available upon request or on Verizon's website. Either party may thereafter cancel this Agreement without further liability by either party upon thirty (30) days prior written notice to the other party.
- Charges.** Customer will pay the rates and charges and satisfy all other requirements set forth in the applicable Exhibit(s). Customer shall also pay all Federal End User Common Line Charges, Universal Service Fund fees and all other applicable taxes, fees or surcharges that may be required under applicable law, regulations, or tariffs in connection with the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Verizon's current rates and such charges are also subject to change without notice to the Customer. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
- Billing.** Verizon will invoice Customer monthly. Payments will be due net thirty days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to Verizon in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion as due. If Verizon determines that a disputed charge was billed correctly, payment shall be due from Customer within five (5) days after Verizon advises Customer that the dispute is denied.

SECTION 7 - SAMPLE FORMS (Continued)

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6. **Termination and Minimum Commitment Charges.** The rates set forth herein are established in consideration of and may be contingent upon Customer's agreement to purchase a minimum commitment amount/volume of Services during each year/month of the Service Period as set forth in the applicable Exhibit(s). If Customer cancels or terminates this Agreement or any Services provided hereunder prior to expiration of the Service Period, Customer shall provide a sixty (60) day prior written notice of such cancellation or termination. Customer will promptly pay Verizon termination and/or Underutilization Charges as set forth in the applicable Exhibit(s) in addition to any amounts already owed.
7. **Credit Check/Deposit.** Customer's credit history is subject to review by Verizon. In conformity with Verizon's established policies, if Customer's financial condition cannot be verified or is otherwise unacceptable to Verizon, Verizon may establish certain credit measures, including but not limited to setting toll usage limitations and requiring deposits or irrevocable letters of credit as a condition of providing service. These additional credit measures will be in accordance with Verizon's existing policies that are subject to change without notice to the Customer. The provisions herein are independent of, and in addition to, such rights and remedies as Verizon may have at law or in equity or otherwise for any breach of this Agreement by Customer.
8. **Indemnification.** Verizon shall not be liable for, and Customer indemnifies and holds Verizon harmless from any and all losses, claims, demands, damages, expenses (including reasonable fees and disbursements of counsel), suits or other actions, or any liability whatsoever, whether suffered or asserted by Customer or any other party, for libel, slander, invasion of privacy, infringement of copyrights or patents, personal injury or for any other damages alleged to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of the Service.
9. **Unauthorized Use.** Verizon does not warrant or guarantee that it can prevent unauthorized use or misuse. Verizon shall not be liable for any damages, including charges for service under this Agreement, that Customer may incur as a result of the unauthorized use or misuse of the service by Customer's employees, third parties, or the public. Customer shall remain responsible for such charges.
10. **Limited Warranty.** VERIZON WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH SERVICE DESCRIPTIONS. VERIZON DOES NOT WARRANT THE SERVICES WILL BE PROVIDED WITHOUT INTERRUPTION. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, OR DUE TO SCHEDULED MAINTENANCE, VERIZON AT ITS EXPENSE WILL REPAIR THE SERVICES, AND, ANY CREDITS FOR THE AFFECTED SERVICES WILL BE IN ACCORDANCE WITH THE APPLICABLE EXHIBIT. THIS LIMITED WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
11. **Limitation of Liability.** VERIZON WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF VERIZON HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.
12. **Termination of Services by Verizon.** Verizon may discontinue or limit use of the Services and/or terminate this Agreement without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Verizon's equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting Verizon from furnishing the Services to Customer; e) A governmental body requires the Services to be provided under tariff; and f) Customer fails to pay undisputed charges for Services provided.
13. **Default.** If Customer fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within thirty (30) calendar days following receipt of a default notice from Verizon, then Verizon shall have the right to terminate this Agreement and cease providing Service. Customer shall be liable for any unpaid charges for the service incurred up to the time of termination and any applicable termination liability charges as set forth in the attached exhibits. Termination of this Agreement, or any part hereof, for any cause shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which is expressly stated in the Agreement to survive termination.

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14. **Alternative Dispute Resolution (ADR).** The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for: a) actions seeking a temporary restraining order or an injunction related to the purpose of this Agreement; b) actions to compel compliance with this dispute resolution process; or c) termination of the Services as set forth in Paragraph 12, the Parties agree to follow the ADR procedure set forth herein as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted below. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The ADR procedures are as follows:
- a) At the written request of a Party, each Party will appoint a knowledgeable responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiation. Discussions and correspondence among the representatives for purposes of the negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. If such negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, the dispute shall be submitted within seven (7) calendar days to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set in those rules. Each party shall bear its own costs of arbitration and shall split equally fees of the arbitration and the arbitrator.
 - b) If an arbitration is demanded, discovery shall be permitted, but each Party shall be limited to a maximum of any combination of 35 (none of which may have subparts) Interrogatories, Demands for Production of Documents or Requests for Admission. Each Party shall also be entitled to the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) calendar days of the demand for arbitration unless otherwise agreed to by the Parties. The arbitration shall be held in Dallas, Texas.
 - c) In all arbitrations, the arbitrator must give effect to applicable statutes of limitation and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
15. **Delayed Performance or Failure to Perform.** Verizon's performance under this Agreement, or any obligation hereunder, shall be excused if said performance or obligation is prevented, restricted or interfered with due to any cause(s) beyond the reasonable control of Verizon, including, but not limited to, acts of God, war, civil commotion, fire, explosion, vandalism, cut cable, inclement weather, earthquake, acts of the Government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, or unavailability of facilities or equipment. Verizon shall not be liable for any delay or failure in its performance during the occurrence of such circumstances.
16. **Customer-Provided Facilities or Equipment.** Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by the Customer or a third party and if such facilities cause damage to Verizon, its customers, and/or its providers, Customer shall be liable therefor. Customer is also solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Verizon shall have no liability therefor.

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SECTION 7 - SAMPLE FORMS (Continued)

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17. Miscellaneous:

- a) This Agreement, including exhibits, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement. Unless specified otherwise, this Agreement may be modified or amended only if done in writing and signed by both Parties.
- b) Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the Parties. If any provision of this Agreement or the provision of any Service under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service in such State or jurisdiction.
- c) Provided Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party. Notwithstanding the foregoing, Verizon may assign or transfer part or all of this Agreement without such consent to any of its affiliates and/or successors.
- d) Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.
- e) Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Verizon at 700 Hidden Ridge, Irving, Texas 75038, W02L25, Attn.: Director - Contract Management, and to Customer at the address specified above. Notices shall be deemed effective three business days after such mailing.
- f) Each Party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in performance under this Agreement.
- g) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable laws or regulations.
- h) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. If Service provided is multi-jurisdictional then the laws of the state of New York will apply.
- i) Verizon's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of Verizon to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. Verizon will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect Verizon's services.

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SECTION 7 - SAMPLE FORMS (Continued)

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18. **Attachments.** Customer subscribes to the Service(s) by checking and initialing the applicable Exhibit(s) below. The selected Services are described, including the rates and charges, in the following Exhibits attached hereto and made a part hereof.

Check Applicable Exhibit (s)	Customer's Initial
☐ Exhibit A- Long Distance Voice Service	_____
☐ Exhibit B - Low Speed Private Line	_____
☐ Exhibit C - High Speed Private Line	_____
☐ Exhibit D - Frame Relay	_____
☐ Exhibit E - Low Speed ATM	_____
☐ Exhibit F - High Speed ATM	_____
☐ Exhibit G - Global Frame Relay	_____
☐ Exhibit H - Global Private Line	_____
☐ Exhibit H - Promotion - Global Private Line	_____
☐ Exhibit I - Verizon Intelligent Network E800	_____

AGREED AND ACCEPTED:

(Customer)

VERIZON SELECT SERVICES INC.

By ☐	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

(N)