APPLICATION OF PRODUCT GUIDE

A. GENERAL

1. This Business Data Services (**BDS**) Product Guide, including any documents incorporated by reference, contains terms and conditions, rates and charges applicable to the provision of special access services not subject to Section 203 of the Act, and other miscellaneous services, facilities, arrangements and the like (hereinafter referred to collectively as **Service(s)**)**,** provided to Customers by the following Verizon Telephone Companies as issuing carriers (hereinafter referred to, individually and collectively, as **the Company**):

   - Verizon Delaware LLC
   - Verizon Maryland LLC
   - Verizon New England Inc.
   - Verizon New Jersey Inc.
   - Verizon New York Inc.
   - Verizon North LLC
   - Verizon Pennsylvania LLC
   - Verizon South Inc.
   - Verizon Washington, D.C. Inc.

2. As of the Effective Date, the terms and conditions, rates and charges located in this Product Guide are for Services including Channel Terminations other than Non-Competitive End User Channel Terminations, Channel Mileage and certain Optional Features and Functions ordered for such Channel Terminations, and Multiplexing that the Company formerly offered under the FCC Tariffs and for which the Company withdrew the applicable portions of the FCC Tariffs pursuant to FCC Report and Order, FCC 17-43 (released April 28, 2017) and Report and Order on Remand, FCC 19-66 (released July 12, 2019). From time to time, new services may be added to this Product Guide, and existing services may be removed, as described in Section B following.

3. In some instances, this Product Guide refers to Special Access Services in general terms, including references to Non-Competitive Special Access Services such as Non-Competitive End User Channel Terminations that remain tariffed and are provided outside this Product Guide. Any references to Special Access Services provided outside of this Product Guide are solely to assist in understanding the manner in which the Company offers such services in connection with Product Guide Services. Special Access Services that are still provided pursuant to FCC Tariffs are excluded from this Product Guide and remain subject to the applicable FCC Tariff which can be found at verizon.com/tariffs or other location designated by the Company from time to time.

4. The operating territories of the Company are further specified in Part 0, Section 8.

5. The provision of Services by the Company as set forth in this Product Guide does not constitute a joint undertaking with a Customer for the furnishing of any service.

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B. EFFECTIVE DATE AND RELATED TERMS

1. Effective Date. This Product Guide is effective as of December 17, 2019 (**Effective Date**) and shall apply immediately upon the effectiveness of the withdrawal of the Services from the applicable FCC Tariffs. By ordering, continuing to use, and/or paying for a Service, You hereby agree that the rates, charges, terms and conditions of this Product Guide shall govern and take effect as follows:

   a. New Services. For a Service that You ordered on or after the Effective Date of this Product Guide (**New Service**), the rates, charges, terms and conditions of this Product Guide shall apply as of the date on which You order the Service.

   b. Existing Services. For a Service that You ordered under an FCC Tariff before, or was being provided under an FCC Tariff on, the date of the FCC Tariff withdrawal (**Existing Service**), the rates, charges, terms and conditions of this Product Guide shall apply immediately upon the effectiveness of the FCC Tariff withdrawal.

   c. If You do not wish to accept the rates, charges, terms and conditions of this Product Guide with respect to a Service, You must (i) not order New Services, and (ii) for Existing Services, request disconnection of the Existing Service, in which case the rates, charges, terms and conditions of this Product Guide shall apply beginning on the Effective Date and shall continue to apply up to the time when disconnection occurs via the ordinary process. Upon any such disconnection, You will be responsible for all applicable charges incurred prior to disconnection and any charges applicable due to disconnection (including, as applicable, early termination charges and minimum period charges).

   d. You acknowledge and agree that (i) You are free not to order New Services after the Effective Date and that You are free to disconnect Existing Services at any time, (ii) by Your actions in ordering new Services and not disconnecting Existing Services, You are accepting the rates, charges, terms and conditions of this Product Guide with respect to all such Services, and (iii) You know or have reason to know that such actions will cause You to be bound by this Product Guide.

2. The Company in its sole discretion may require, as a condition to providing Services offered under this Product Guide, that a Customer execute a separate agreement that expressly incorporates by reference this Product Guide and/or expressly supersedes or supplements this Product Guide (**Separate Agreement**). If You fail to execute a Separate Agreement when requested to do so, then, notwithstanding such failure, the rates, charges, terms and conditions of this Product Guide shall still apply to Services offered under the Product Guide. If You and the Company are Parties to an effective Separate Agreement, the terms of that Separate Agreement shall have priority over the terms of this Product Guide to the extent expressly set forth in the Separate Agreement, and this Product Guide shall apply in all other respects.

3. Subject to Section B2 above, and except as expressly set forth in this Product Guide, in the case of conflict between the provisions of Part 0 of this Product Guide, other provisions of the Product Guide, and/or an applicable FCC Tariff, the following order of precedence shall prevail (with (i) being the highest order of precedence: (i) the provisions of this Part 0, (ii) other provisions of the Product Guide, and (iii) the provisions of an applicable FCC Tariff; provided, however, that the provisions of an applicable FCC Tariff will prevail over any conflicting provision of this Product Guide to the extent Applicable Law prohibits non-FCC Tariff provisions to take precedence over FCC Tariff provisions. For purposes of the preceding sentence, the fact that one document addresses a matter not addressed by another document shall not be deemed a conflict.

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C. CHANGES TO PRODUCT GUIDE

The Company in its sole discretion may revise the rates, charges, terms and conditions of the Product Guide at any time and from time to time. You should regularly review this Product Guide to ensure that You are familiar with the controlling rates, charges, terms and conditions. The Company will notify You of changes to the Product Guide as follows:

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1. Rate Changes and New Charges. The Company may decrease rates for Services without further notice to You. The Company will notify You at least fifteen (15) days prior to the effective date of a rate increase or introduction of a new charge that is not currently provided for in the Product Guide.

2. All Other Changes. All other changes to the Product Guide will apply prospectively, both to currently purchased Services and to subsequently purchased Services, effective immediately upon notice by the Company (or such future date as may be specified in the Company's notice). Such changes may include discontinuing the offering of some or all of the Services, or otherwise restricting or limiting their availability. In cases where the Company discontinues a Service, the Company will provide the amount of notice required by Applicable Law or, if no such requirement exists, such notice that the Company determines is appropriate in order for You to migrate to any replacement service that You may wish to arrange.