I. TERMS AND CONDITIONS (Cont'd)

2. PAYMENT TERMS

A. Check Payments: In the event payment is made by check, draft or electronic bank debit and the Customer's check, draft or electronic bank debit is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay a Check NSF fee set forth in the RATE SCHEDULE, in addition to all other remedies available to the Company.

I. TERMS AND CONDITIONS

1. MISCELLANEOUS PROVISIONS

A. Confidential Information

Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for proper purposes, 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 Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to services provided under this tariff; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements.

I. TERMS AND CONDITIONS (Cont'd)

1. MISCELLANEOUS PROVISIONS (Cont'd)

B. CPNI Consent

Company acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Company, as well as related local and toll billing information, made available to Company solely by virtue of Customer's relationship with Company. With Customer consent, Company may share Customer CPNI and other Confidential Information among its affiliates (collectively, "Verizon"), including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). Customer consents to Verizon using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

C. Protection of Customer CPNI

.01 Verizon will protect the confidentiality of Customer CPNI in accordance applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this tariff.

.02 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (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:

.03 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 the 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 the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

I. TERMS AND CONDITIONS (Cont'd)

1. MISCELLANEOUS PROVISIONS (Cont'd)

C. Protection of Customer CPNI (Cont'd)

.04 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.

.05 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access as applicable)

.06 During the Service Agreements, Customer will at all times have designated representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this tariff. 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.

.07 Customer agrees that it will, consistent with all legal requirements, authenticate as authorized to access CPNI any person it provides with the means to obtain such access. Customer also will upon reasonable request provide to Verizon the identity and contact information for personnel authorized by Customer to access Service and CPNI, as well as any personal with the authority to authorize other personnel to access Service or CPNI. Customer agrees to cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of personnel.

I. TERMS AND CONDITIONS (Cont'd)

1. MISCELLANEOUS PROVISIONS (Cont'd)

D. Customer Data Privacy

Customer acknowledges that the Company, its affiliates and agents will, by virtue of the provision of service, come into possession of information and data regarding Customer, its employees and Authorized Users. This information and data ("Customer Data") shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Customer, its employees or Authorized Users, and other data provided to or obtained by the Company, its affiliates and agents in connection with the provision of service. Customer acknowledges and agrees that the Company, 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): (1) in connection with provisioning of service; (2) to incorporate the Customer Data into databases controlled by the Company and its affiliates for the purpose of providing service, administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and (3) to communicate to Customer regarding products and services of the Company and its affiliates by voice, letter, fax or email. Customer may withdraw consent for such communications (or any use, transfer or processing of Customer Data except for that required to provision, administer, bill or account for the service) by sending written notice to the Company. Customer's consent is effective until withdrawn. 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.