GENERAL TERMS AND CONDITIONS

A. Application

- 1. The Product Guide sets forth the prices, charges, terms and conditions under which customers agree to use the Services (as described and defined below) and under which Verizon Virginia Inc. ("Telephone Company") agrees to provide the Services to customers, unless otherwise noted.
- 2. The Product Guide becomes a binding contract following the customer's acceptance of the terms and conditions applicable to the ordered Service. The customer is deemed to have accepted the terms of the Product Guide applicable to the Service upon the customer's order of, use of, or payment for the Service.
- 3. The Services in the Product Guide are not subject to the prices, charges, terms and conditions contained in the Telephone Company's tariffs on file with the Virginia State Corporation Commission (VSCC), except to the extent (i) selected tariff provisions have been expressly incorporated into the Product Guide or (ii) the terms and conditions in the Telephone Company's tariffs are required by federal or state law or by VSCC decisions or orders.
- 4. Unless expressly stated otherwise, the Product Guide also applies to customers who have entered into a separate contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Product Guide, the terms in the separate contract shall control with respect to Services subject to that contract.

B. General Terms and Conditions

- 1. **Services.** "Service" or "Services" means all Centrex products or services offered by the Telephone Company in Virginia for which the prices, charges, terms and conditions of sale are specified in this Product Guide.
- 2. Prices. The customer is responsible for all charges associated with the Services and rate plan selected, including all taxes, fees, surcharges, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to customer except as may be required by law. 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 Telephone Company's current prices and such charges are also subject to change without notice to customer except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to customer.
- 3. **Unauthorized Use.** Telephone Company shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer's family, guests, employees, third parties, or the public. Customer shall remain responsible for such charges to the extent permitted by law.

PRODUCT GUIDE Section 2 1st Revised Sheet 2 Cancels Original Sheet 2 Effective: February 2, 2022

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

- 4. **Indemnification.** Customer agrees to defend, indemnify and hold Telephone Company, its employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the Services by customer or any person customer permits to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any modification or combination of the Services with other products or services not provided by the Telephone Company giving rise to a claim that would result in an infringement of intellectual property.
 - a. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third-party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that give rise to any claims of non-compliance of the Company with any applicable law, including the failure to purchase or implement features that enable compliance with laws.
 - (N)

(N)

5. WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE, TELEPHONE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TELEPHONE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

6. Limitation of Liability

- EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY CUSTOMER OR CUSTOMER'S FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b. EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:
 - 1. FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
 - 2. FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
 - 3. FOR INDEMNITY, THE REMEDIES SET FORTH IN SECTION B.4;

GENERAL TERMS AND CONDITIONS

- B. General Terms and Conditions (Cont'd)
 - 6. Limitation of Liability (Cont'd)
 - b. (Cont'd)
 - 4. FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;
 - 5. FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE-MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO TELEPHONE COMPANY FOR THE ONE-MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION FOR THE SERVICE UNDER THE PRODUCT GUIDE THAT GAVE RISE TO THE CLAIM.
 - c. NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO TELEPHONE COMPANY FOR ANY AND ALL CHARGES INCURRED FOR THE SERVICES.
 - 7. Termination of Services. Telephone Company may discontinue or limit use of the Services by a Customer for non-payment, non-compliance with Telephone Company rules, abuse or fraudulent use of service, use of the service for unlawful purposes, use of the service in a manner as to interfere with the service of other users, abandonment of service and other conditions as described in this Product Guide.
 - 8. **Performance Excused.** Telephone Company's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, acts of customers, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, cut cable, power failures or labor difficulties.
 - 9. Customer Responsibilities. Customer agrees to provide Telephone Company with the access and support required to allow us to implement, maintain and provide the Services. Customer shall ensure that the facilities or equipment provided by customer are properly interconnected with the Services, facilities and equipment provided by Telephone Company. Telephone Company shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by customer or a third party and customer shall be liable if such facilities cause damage to Telephone Company, its customers, and/or its providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Telephone Company shall have no liability therefor.

Effective: February 2, 2022

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

(N)

- 9. Customer Responsibilities (Cont'd)
 - a. Obligations of the Customer with Respect to Certain Customer-Provided Equipment

For purposes of this Subsection 9, 'Customer-Provided Equipment' means multi-line telephone systems, as defined in 47 CFR § 9.3, that are interconnected with services offered by the Company pursuant to this Product Guide. Nothing in these provisions should be interpreted to mean that all multi-line telephone systems, as defined in 47 CFR § 9.3, are suitable for interconnection with such Company services.

- (1) Customer-Provided Equipment connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to*:
 - (a) allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
 - (b) provide Customer-Provided Equipment notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

Customer-Provided Equipment notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

(N)

Effective: February 2, 2022

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

(N)

- 9. Customer Responsibilities (Cont'd)
 - a. Obligations of the Customer with Respect to Certain Customer-Provided Equipment (Cont'd)
 - (2) A person engaged in the business of installing Customer-Provided Equipment* may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating Customer-Provided Equipment may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:
 - (a) On-premise fixed telephones associated with Customer-Provided Equipment must provide dispatchable location by January 6, 2021;
 - (b) No later than January 6, 2022, on-premise non-fixed telephones associated with Customer-Provided Equipment must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;
 - (c) No later than January 6, 2022, off-premise non-fixed telephones associated with Customer-Provided Equipment must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
 - (d) Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.

(N)

Effective: February 2, 2022

GENERAL TERMS AND CONDITIONS

- B. General Terms and Conditions (Cont'd)
 - 9. Customer Responsibilities (Cont'd)
 - a. Obligations of the Customer with Respect to Certain Customer-Provided Equipment (Cont'd)
 - (2) (Cont'd)
 - (e) Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.
 - (3) Customer Equipment, PBXs and Channels
 - (a) All Customer-Provided Equipment connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send Customer-Provided Equipment notifications as described in Section 9.a.(1).
 - (b) Customer-Provided Equipment must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section 9.a.(2).
 - (4) Customers who connect Customer-Provided Equipment to the Company's facilities agree to defend and indemnify the Company for acts and omissions that give rise to any claims of non-compliance, as described in Section 4.a.

(N)

(N)

PRODUCT GUIDE Section 2 Original Sheet 4

Effective: November 1, 2009

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

Revising Terms and Conditions. The Product Guide, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. Telephone Company may revise the terms and conditions of the Product Guide. Telephone Company may decrease prices without prior notice. Increases to prices or material changes to the Product Guide shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on customer's bill, in a separate mailing, in an email, or by any other reasonable method at Telephone Company's discretion. If a customer does not agree to the revision(s), the customer must terminate the Service(s) immediately, subject to the termination provisions of the Product Guide. By continuing to use the Service(s) after revisions are in effect, the customer is accepting and agreeing to all revisions. Price increases and material changes to Product Guide do not include (i) the introduction of a new Service, (ii) the addition of a new feature to existing Service, or (iii) the imposition of governmental charges. Customer shall pay all charges incurred up to the time of Service discontinuance. By continuing to use, pay for, or order the Service(s) after revisions are in effect, Customer is accepting and agreeing to all revisions.

11. Miscellaneous.

- a. Either party's failure to enforce any of the provisions of the Product Guide 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 the Product Guide. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Product Guide will not affect the other parts thereof, and the remaining terms and conditions of the Product Guide shall continue to apply as necessary to reflect the original intention of the parties.
- Customer shall not transfer, assign or resell the Services without the prior written consent of Telephone
 Company. Telephone Company may freely assign or transfer all or part of our rights under the Product Guide
 without notice to the customer.

Effective: March 29, 2024

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

12. Establishment And Furnishing Of Service

a. Application of Service

The Telephone Company reserves the right to require applications for service to be made in writing. Upon the acceptance of an application for service, all the applicable provisions in the Telephone Company's Product Guide become the contract between the customer and the Telephone Company. Requests for additional service and requests for changes in service shall be from the customer of the service and, upon acceptance thereof by the Telephone Company, shall, become a part of the original contract, except that each item of additional service so provided is subject to the appropriate initial contract period. Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

When an application or request for service, including additions and changes, is canceled or changed in whole or in part before service is established, the customer may be required to reimburse the Telephone Company for all costs incurred in connection with that part of the application or request, including additions and changes, which is canceled or changed, except as otherwise specified in the Product Guide. The charge to the customer shall not exceed the charges which would apply if the service had been established or originally ordered and then terminated, subject to the regulation pertaining to Initial Contract Periods and Termination of Service.

The Telephone Company reserves the right to refuse service to applicants previously having service terminated until all charges due have been paid and all violations have ceased.

b. Availability of Facilities

The Telephone Company's obligation to furnish service or continue to furnish service is dependent upon its ability to obtain, retain and maintain without unreasonable expense, suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

<u>Service Line Limitations</u> - Depending upon the availability of facilities, the Company will provide a maximum of two lines per service address.

(N) (N)

The following services utilize copper facilities and will only be provided subject to the availability of suitable copper facilities; in locations where, at the Company's sole discretion, it has determined to upgrade the network and to migrate services away from copper facilities, these services and specific signaling protocols are no longer available: CENTREX IntelliLinQ-BRI, Ground Start Signaling.

Construction Charges

The rates and charges quoted in the Product Guide of the Telephone Company provide for the furnishing of service and facilities where suitable plant facilities are available or when the construction of the necessary facilities does not involve excessive costs.

When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in the Product Guide.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

12. Establishment And Furnishing Of Service (Cont'd)

d. Provision and Ownership of Equipment and Facilities

Equipment and facilities necessary for the provision of service are furnished by the Telephone Company, except as otherwise specified in the Telephone Company's Product Guide or customer contracts. Such equipment and facilities located on the premises/property of a customer, authorized user, or Telephone Company agent, are the property of the Telephone Company, whose employees and agents may enter said premises/property at any reasonable hour to install, inspect or repair equipment and facilities, to make collections from coin boxes, or upon termination or cancellation of service, to remove such equipment and facilities.

Equipment and facilities furnished by the Telephone Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected. In case of damage, loss, theft, or destruction of any of the Telephone Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Telephone Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

e. Installation, Maintenance and Repairs

The Telephone Company undertakes to install, maintain and repair the equipment and facilities which it furnishes to customers. All ordinary expense of installation, maintenance and repair in connection with service furnished by the Telephone Company is borne by the Company except as otherwise specified in the Telephone Company's Product Guide or customer contracts.

The customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Telephone Company or permit others to do so, except upon the written consent of the Telephone Company or as otherwise specified in the Telephone Company's Product Guide or customer contracts.

f. Overtime and Expediting Charges

The rates and charges specified in the Telephone Company's Product Guide contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours and within normal work intervals. Whenever a customer requests that work necessarily required in the furnishing or rearranging of the customer's service be performed outside the Telephone Company's regular working hours; or that the Telephone Company expedites the installation or rearrangement of service; or that work once begun be interrupted, so that the Telephone Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in the Telephone Company's applicable Product Guide or contracts, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

12. Establishment And Furnishing Of Service (Cont'd)

g. Provision and Ownership of Telephone Numbers

The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Telephone Company, and no right to the continuance of service through any particular central office. The Telephone Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Telephone Company deems it necessary to do so in the conduct of its business.

h. Special Equipment and Service Arrangements

The rates and charges quoted in the Product Guide of the Telephone Company contemplate the use of service, arrangements, equipment and facilities in quantities and types regularly furnished by the Telephone Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Telephone Company's applicable Product Guides, rates and charges will apply based on the circumstances in each case, whenever in the judgment of the Telephone Company it is practicable to provide the service requested. In such cases, the Telephone Company reserves the right to require an initial contract period longer than one month at the same location.

i. Alterations on the Customer's Premises

The customer shall notify the Telephone Company, a reasonable period in advance, whenever alterations or new construction on premises occupied by the customer necessitate changes in the Telephone Company's equipment and facilities. When charges for such changes in equipment and facilities are not provided for in the Telephone Company's applicable Product Guide, the customer may be required to reimburse the Telephone Company for any costs incurred in connection with the changes of equipment and facilities.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

13. Payment Arrangements And Credit Allowances

a. Advance Payments

Applicants for service may be required to pay any service, installation or nonrecurring charges, and at least one month's fixed charge in advance of the installation of service. The amount of such advance payment is credited to the customer's account as applying to any indebtedness under the contract.

b. Deposits

The Telephone Company may require an applicant or a customer to make a suitable cash deposit to be held by the Telephone Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Telephone Company's Product Guide or customer contracts, the amount of such deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Telephone Company, the Telephone Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Telephone Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Telephone Company. Interest on deposits will be paid each year at a rate which is established in January of each year to equal the average of the percent annual yields of one year Treasury bills (auction average issue date) for October, November and December of the preceding year. The State Corporation Commission notifies utilities in January of each year of the rate prevailing for that year. At the option of each customer making a deposit, the Telephone Company shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account.

The fact that a deposit is held by the Telephone Company shall in no way relieve the applicant or customer from compliance with the Telephone Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Telephone Company for the service rendered.

GENERAL TERMS AND CONDITIONS

- B. General Terms and Conditions (Cont'd)
 - 13. Payment Arrangements And Credit Allowances (Cont'd)
 - c. Payment for Service and Equipment

The customer is responsible for payment of all charges for service and equipment rendered including charges for local messages and long distance messages sent from the customer's station and for messages charged to such station on which the charges have been reversed, i.e., collected from or billed against the station called, or collected from or billed to a station other than the calling station or called station. The customer is also responsible for the allocation of usage of, or charges for, shared service.

If objection in writing is not received by the Telephone Company within 30 days after a statement of account is rendered, such statement shall be deemed to be correct and binding upon the customer.

Charges to the customer are payable as follows:

- 1. Upon request, all service, installation and nonrecurring charges.
- 2. Monthly in advance, all fixed monthly charges for service and facilities.
- 3. Upon rendition of bills, all other charges.

In the event of failure by the customer or those responsible to pay any bill as defined above within one month's billing period, the Company may discontinue service after ten (10) days written notice at any time during such default.

d. Allowance for Interruptions

Customers experiencing a service outage exceeding 24 hours will receive a credit allowance provided as follows:

When, after notice by the subscriber to the Company of an interruption of service, service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours. The allowance is equal to a pro rata adjustment of the fixed monthly charges for the services and facilities furnished by the Company that are rendered useless or substantially impaired due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

If interruption continues for more than 24 hours

- If the interruption is caused by storm, fire, flood or other condition out of the Company's control, 1/30th of the
 fixed monthly charges for the affected services for each 24 hours, except as otherwise specified in this
 Product Guide. For the purpose of administering this regulation, every month is considered to have thirty
 days.
- In cases where groups of subscribers are affected by interruptions, when it is administratively feasible with a reasonable amount of effort for the Company to identify such subscribers, the Company will give credit without notification by the subscribers.

Effective: April 15, 2016

GENERAL TERMS AND CONDITIONS

- B. General Terms and Conditions (Cont'd)
 - 13. Payment Arrangements And Credit Allowances (Cont'd)
 - e. Provision for Certain Taxes and Fees
 - When a political subdivision of the state charges the Company a license, tax or franchise fee at a flat rate or based on receipts or based on poles, wires or conduits, so much of the aggregate amount of such taxes and fees as exceeds one-half of one percent of the aggregate bills of such customers for exchange service will be billed pro rata to the exchange customers receiving service within the political subdivision.
 - 2. Whenever any federal, state or local law, ordinance, regulation or order (i) imposes a tax or fee upon the Company or removes an exemption from an existing tax or fee and (ii) allows the Company to recoup any or all costs associated with such tax or fee imposed on the Company or the loss of such exemption, the Company may, upon notice to consumers and in compliance with such law, ordinance, regulation, or order, recover such tax or fee or the loss of such exemption as a surcharge on customer bills.
 - 14. Termination Of Service By Customer
 - a. Service may be terminated prior to the expiration of the initial contract period after the Telephone Company has been notified a reasonable period in advance by the customer. Verizon reserves the right to require notice of not less than ten days of your desired date to terminate the service. The Telephone Company may require notification to be in writing. Upon such termination, the customer shall be responsible for the payment of all charges due for the period service has been rendered in addition to the payment of charges applicable as determined below:
- (C)
- In the case of service for which the initial contract period is one month the charges due for the balance
 of that month.
- 2. In the case of service which the initial contract period is more than one month the charges due are as determined below except as otherwise specified in the Telephone Company's applicable Product Guide:
 - Where the service is subject to a minimum revenue guarantee the charges due for the unexpired portion of the contract period.
 - ii. Where a termination charge is specifically included in the schedule of rates for service at the same location such proportion of the termination charge as the unexpired portion of the initial contract period bears to the full initial contract period.
 - iii. Where a termination charge is not specifically included in the schedule of rates for service at the same location - such proportion of the sum of the cost of installing and removing the service plus the cost of nonsalvable material, as the unexpired portion of the initial contract period bears to the full initial contract period, not to exceed a sum equivalent to the monthly charges for the unexpired portion of the initial contract period.

Effective: April 15, 2016

GENERAL TERMS AND CONDITIONS

- B. General Terms and Conditions (Cont'd)
 - 14. Termination Of Service By Customer (Cont'd)
 - 2. (Cont'd)

The charges due, as specified in (i), (ii) and (iii) preceding, apply to the same customer at the same location. Any equipment rearrangements or additions are subject to the rates and charges as provided for in this Company's applicable Product Guide. In cases where equipment left in place at a customer's location is reconnected with the initial establishment of service without a move or change in that equipment, a new initial contract period will be one month for such equipment.

- 3. Where a portion of a system is discontinued, termination charges apply for the items of equipment discontinued as though they were the last of their kind installed.
- b. Service may be terminated subsequent to the expiration of the initial contract period after the Telephone Company has been notified a reasonable period in advance by the customer. Verizon reserves the right to require notice of not less than ten days of your desired date to terminate the service. The Telephone Company may require notification to be in writing. Upon such termination the customer shall be responsible for the payment of all charges due up to and including the date of termination of the service.

(C) (C)

Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Telephone Company's online account management tool, at https://enterprisecenter.verizon.com. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days.

- c. With the written permission of the Telephone Company, existing service and equipment may be transferred from one customer to another customer without a lapse in the rendition of service. Such transfers are not considered termination of service and associated initial contract periods remain unaffected.
- 15. Floor Space, Power And Operations At The Customer's Rate Demarcation Point
 - a. The customer is responsible for the provision and maintenance, at the customer's expense, of all space and floor arrangements including such factors as heating and cooling, air conditioning, ventilation, humidity control, dust control, etc., required at the customer's Rate Demarcation Point for communication facilities provided by the Telephone Company in connection with services furnished the customer by the Telephone Company. Any power and power outlets required for the operation of such facilities shall be provided by, and at the expense of, the customer.
 - b. The Company may provide an Uninterruptible Power Supply (UPS) including a battery backup, at the Customer's premises at a location near the Rate Demarcation Point. The Company will install, maintain and repair the UPS except for the battery which shall be the responsibility of the Customer to maintain, repair and replace.
 - c. All operations required for the use of communications facilities provided by the Telephone Company at the customer's Rate Demarcation Point will be performed at the expense of the customer, and will conform with the rules and regulations which the Telephone Company may adopt to maintain a proper standard of service.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

16. Enhanced Universal Emergency Number 911 Service

The Telephone Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Enhanced Universal Emergency Number 911 Service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Enhanced Universal Emergency Number 911 Service, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

17. Third Parties

Provision of service to a customer shall not create, nor give to, any third party any claim or right of action against the customer or Telephone Company.

18. Limitations And Use Of Service

a. Use of Customer's Service

The use of service shall be restricted to the customer, the customer's employees and representatives in the case of business service, except as the use of service may be extended for switched data (nonvoice) communications relating directly to the business of Composite Data Service Vendor's patrons who act as their customers.

Service furnished by the Telephone Company is intended only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others except as otherwise specified in the Telephone Company's Product Guide. This prohibition shall not apply to a customer who is engaged as a communications common carrier in a public telegram message business or to a Composite Data Service Vendor engaged in the business of providing switched data (nonvoice) communications service to patrons who act as their customers.

b. Use for Unlawful Purposes

Service is furnished by the Telephone Company subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Telephone Company receives other evidence that such service is being or will be so used.

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Effective: November 1, 2009

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions (Cont'd)

19. Ordering Process

Customer may order Services pursuant to Verizon's ILEC Product Guide by submitting its request for such Services in accordance with Verizon's standard ordering processes. Customer's submission of an order shall constitute its binding commitment to purchase the Services described in its request, at the Customer locations and for the service period ("Service Period") identified therein. Verizon's acceptance of an order shall be deemed to have occurred when Verizon begins provisioning the Service(s) ordered. After Customer's submission of an order for a Service, the Service Period for such Service shall commence on the date when such Service has been installed and made available for Customer's use. Verizon reserves the right to reject any order submitted hereunder for any reason, including without limitation due to Verizon's obligations under applicable laws, regulations, directives, governmental authority or orders, third party contracts or Customer's failure to meet Verizon's credit approval requirements. In addition, Verizon may reject an order (a) in the case of the inability or impracticality of providing such Service in a particular geographic area in which Verizon does not have sufficient presence, capacity, corporate infrastructure or network technical infrastructure to effectively support the requested Service or (b) if Verizon no longer commercially offers the Service.