verizon

ACCESS

1. GENERAL

1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon Network from which Customer can connect to other Verizon services. Access may be provided via Verizon Facilities or from a Third Party, as Verizon may determine from time to time, including, for any reason, changes in or substitution of facilities.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.

1.2 **Standard Features**

1.2.1 Access provides a point-to-point circuit to reach associated Verizon services.

1.3 **Optional Features**

1.3.1 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.

1.3.2 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a Verizon service, it will also apply to the Access connected to that Verizon service. Proactive Notification is described in Customer's applicable Verizon Service Attachment.

1.3.3 **Unlicensed Band Radio.** With Unlicensed Band Radio (UBR), Verizon provides wireless access to Verizon services. UBR is only available in India for Customer Sites in remote locations where wireline access is unavailable. In addition to Customer responsibilities in Section 1.4, Customer will provide the space identified by Verizon or Verizon's vendor to install an external antenna and other equipment, including arranging for any permissions that may be required by a building owner if Customer does not own the building. Customer must make available uninterrupted UPS power, earthing and all required internal wiring. Customer acknowledges that UBR: i) works only in clear line of sight locations; ii) will have high jitter when the link load exceeds 85%; and iii) is susceptible to interference from other radio signals running at the same frequency.

1.4 Customer Responsibilities

1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:

- Space and power for Verizon terminating equipment if required to deliver Access.
- All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
- Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

1.4.2 **Entry to Customer Site.** Where Verizon requires entry to a Customer Site in order to provide Access (including, but not limited to, physical changes to Access facilities), Customer shall (a) grant or shall procure the grant to Verizon of such rights of entry to each Customer Site, including any necessary licenses, waivers and consents and (b) respond promptly to notice from Verizon requiring Customer action, such as to coordinate Verizon entry to Customer Site needed for a change in Access facilities at a mutually convenient time within 30 days of such notice from Verizon.

2. AVAILABLE VERSIONS

2.1 Optimized Services – Access+

2.1.1 Standard Service Features

2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access speed selected by Customer, which is the maximum possible speed.

2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.

2.1.1.3 **Handoff.** Verizon hands off Access based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet Virtual Connections (EVC's) onto a single Ethernet Access UNI including Ethernet LAN local – basic UNI (formerly SES) as available in the following areas: CT, DC, DE, MA, MD, NJ, NY, PA, RI and VA.
- For Time Division Multiplexing (TDM), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless outside the U.S., Verizon provides a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- For Wireless within the U.S., Verizon Wireless provides a wireless connection (Wireless Service) into Customer's Verizon-provided service .

- For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor's network between a Customer's Verizon-provided service and their collocated equipment or Cloud Service Provider (CSP) - within select Third Party data centers. Customer must have a suitable existing arrangement with the Third Party vendor network or suitable CSP agreement, and Customer must separately have a contract for the Verizon provided service in order to utilize SDI as an access method for that service.~~For Software Defined Interconnect (SDI), Verizon provides an interconnection across a Third Party vendor's network between a Customer's Verizon-provided service and their collocated equipment or Cloud Service Provider (CSP) - within select Third Party data centers. Customer must have a suitable existing arrangement with the Third Party vendor network or suitable CSP agreement, and Customer must separately have a contract for the Verizon provided service in order to utilize SDI as an access method for that service.~~

2.1.1.4 **UNI Speed.** For an Ethernet handoff to Customer Equipment, Verizon provides the UNI at the speed ordered by Customer or as a virtual connection for SDI.

2.1.1.5 **Demarcation Interface Options.** Verizon provides electrical and optical Demarcation interface options or virtual for SDI.

2.1.2 **Optional Service Features**

2.1.2.1 **Express Connect.** Verizon provides Wireless Service to supported Verizon ~~-~~services until the Verizon provided network service is activated; except for customers outside the U.S. who requested a wireless connection only. In the U.S. Wireless Service is provided by Verizon Wireless. At the time wired service is activated, this Wireless Service is converted to a backup service. Details on supported Verizon ~~-~~services is available from Verizon upon request.

2.1.2.2 **Wireless Backup (U.S. Only).** Verizon Wireless provides Wireless Service as a backup for Customer's Internet Dedicated or Broadband service into a Verizon service.

2.1.2.3 **Network Survivability & Diversity (NS&D).** The following NS&D options are available for Access:

- **Layer 2 Aggregation Geographic Diversity.** Verizon provides two circuits in a mated pair relationship. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
- **Customer Premises Diversity (U.S. Only).** Verizon will deliver Access via either a two or four wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional Access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** Verizon will obtain the Access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.
- **NS&D options are not available for SDI.** However, for select SDI Customer Sites, in addition to the primary interconnect, Verizon may offer a secondary interconnect.

2.1.2.4 **Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only).** Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or Incumbent Local Exchange Carrier (~~-~~ILEC~~-~~)dedicated rings, hubs and channelized facilities.

2.1.2.5 **Customer-Provided Access.** Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.1.2.6 **Oversubscription.** Customer may subscribe to more than the Access speed of a circuit. Verizon provides the Oversubscription feature for Customers who may be using Access to connect to more than one Verizon service or to connect to more than one endpoint e.g., multiple data centers. Customer is solely responsible for managing its traffic utilization on the circuit to avoid any overutilization which may indiscriminately drop data packets (regardless of the class of service selected by Customer in using a Verizon service).

2.1.3 **Customer Responsibilities**

2.1.3.1 **Customer Provided Carrier Facility Assignment.** Where Access is provided to a Customer-provided CFA, Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

2.1.3.2 **Abuse or Fraudulent Use of SIM Cards.** Customer will use SIM cards provisioned by Verizon in connection with Access for Express Connect or Wireless Backup options only. Any other use is a material breach of the Agreement.

2.1.3.3 **Quality of Signal.** Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering Access. Wireless network coverage and other factors may affect the availability and performance of Access.

2.2 **Non-Optimized Services (U.S. Only)**

2.2.1 **General**

2.2.1.1 **Versions of Non-Optimized Services**

- Ethernet Access
- Network Services Local Access Services (TDM Access – U.S. Interstate and International)
- Analog Access
- DS0 or E0 Access
- T1 or E1 Digital Access
- DS3 or E3 Access
- SONET or STM Access
- Enterprise Digital Subscriber Line

2.2.1.2 **Network Configurations.** Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide Access Verizon network optimization and other updates may result in a change in the network configuration used to provide Access to Customer but Customer's performance characteristics will remain the same or better.

Type	Performance Characteristics
1*	On-Net Premium
2 (U.S. Only)	Off-Net Premium
3*	Off-Net Premium
4	Off-Net Premium
5	Off-Net Premium
EA Standard	Off-Net Standard

*Network Services Local Access is only available on Type 1 and Type 3.

2.2.1.3 **Optional Service Feature - Customer-Provided Access.** Where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon service(s).

2.2.2 **Ethernet Access**

2.2.2.1 **Service Definition.** Verizon provides Access with the speed and flexibility enabled by ethernet technology.

2.2.2.2 **Standard Service Features.** Ethernet Access allows Customer to terminate single and/or multiple EVCs from Customer Equipment onto a single Ethernet Access UNI.

2.2.2.3 **Optional Service Features**

- **(NS&D) Layer 2 Aggregation Geographic Diversity.** Verizon provides a second Customer circuit connected to a different Verizon Layer 2 Aggreation device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same Customer Site.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the (NID) at the same Customer Site.

2.2.3 **Network Services Local Access – Analog Access (U.S. Only)**

2.2.3.1 **Service Definition.** Verizon provides Access with the characteristics enabled by analog technology.

2.2.3.2 **Standard Service Features.** Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

2.2.3.3 **Optional Service Features**

- **Signaling.** Verizon provides the capability for one Customer Site to alert another Customer Site of the same service with which it wishes to communicate.
- **Data Conditioning.** Verizon provides transmission characteristics for voice grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** Verizon enables Customers to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.

2.2.4 **Network Services Local Access – DS0 and E0 Access**

2.2.4.1 **Service Definition.** Verizon provides a digital Access circuit up to 64 kbps.

2.2.4.2 **Network Services Local Access – T1 or E1 Digital Access**

2.2.4.3 **Service Definition.** Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

2.2.4.4 **Optional Features Integrated Services Digital Network (ISDN) Service.** Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option**. Verizon enables Customer to utilize their dedicated Access telephone lines to carry traffic for both an inbound and an outbound service over the same circuits.

- **Primary Rate Interface (PRI).** Verizon will transport traffic from MCI 800 Service (at http://www.verizon.com/business/service_guide/reg/ncp_mci800.htm) and Vnet (at https://www.verizon.com/business/service_guide/reg/ncp_vnet.htm), and MCI 800 Service and MCI Vision (at https://www.verizon.com/business/service_guide/reg/ncp_vision.htm) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access (at http://www.verizon.com/business/service_guide/reg/g_general_definitions.htm#mci_legacy_company) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.~~Verizon will transport traffic from MCI 800 Service (at http://www.verizonenterprise.com/external/service_guide/reg/ncp_mci800.htm) and Vnet (at http://www.verizonenterprise.com/external/service_guide/reg/ncp_vnet.htm), and MCI 800 Service and MCI Vision (at http://www.verizonenterprise.com/external/service_guide/reg/ncp_vision.htm) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access Verizon (at~~
- ~~http://www.verizonenterprise.com/external/service_guide/reg/g_general_definitions.htm#mci_legacy_company) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.~~
- **Call-by-Call Service Configuration.** Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1 (at https://www.verizon.com/business/service_guide/reg/ncp_prism_i.htm)/MCI 800 Service.~~Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1 (at http://www.verizonenterprise.com/external/service_guide/reg/ncp_prism_i.htm)/MCI 800 Service.~~

2.2.4.5 **Network Services Local Access – DS3 or E3 Local Access.** Provides a high capacity digital local Access arrangement that consists of an Access circuit~~)~~ that relies on DS3 or E3 transmission technology.

2.2.4.6 **Network Services Local Access – SONET or STM Access.** Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

2.2.4.7 **Enterprise Digital Subscriber Line (eDSL).** Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS

3.1 **Third Party Vendors/Carriers.** When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will sign such forms promptly in order to procure the Access in a timely manner.

3.2 **Access Availability.** The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information

available at the time of a quote, but at the time the order is placed, or upon installation, the Access is deemed not available and other Access, sometimes with higher Charges may be required and in such instances the circuit will be requoted to Customer.

3.2.1 **Diversity Availability.** Diversity which involves a third party Access provider will be provided only at Customer Sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware of a third party provided Access failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.

3.2.2 **Express Connect; Wireless Backup.** The Parties acknowledge and agree that Wireless Service delivered in the U.S., except Broadband Service, is sold and provided by Verizon Wireless.

3.2.3 **Wireless Service.** Except as otherwise noted in Section 3.2.3.5, the following terms only apply to the provision of Wireless Service sold and provided by Verizon Wireless:

3.2.3.1 **Wireless Service Availability**. Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the router or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and routers that are approved to operate on our network. Wireless Service may be provided by a third-party roaming carrier and subject to agreements with such carriers, and as such may be limited or slowed. Customer must activate and use the CPE within the areas served by our owned and operated network. Verizon Wireless reserves the right to terminate any Wireless Service that roam permanently on a third-party carrier's network. Customer Wireless Service must be used in a fixed location and must always be within the areas served by a Verizon owned and operated network.

3.2.3.2 **Enhancement of Wireless Service**. Customer must obtain Verizon's written approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon may terminate Wireless Service if Customer violates this section.

3.2.3.3 **Use of Wireless Service and CPE; MTNs; SIMs.** Wireless Service must be used for the purpose of connecting a Customer Site to the Verizon-provided network service or the Internet. Verizon may, in order to protect the Network, operations, and other customers, suspend or terminate the Wireless Service, if Wireless Service or CPE is used: (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the Agreement; or (c) in a manner that has an adverse impact on the Network, operations or customers. Customer is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. We will assign one mobile telephone number (MTN) to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the CPE requires a Subscriber Identity Module (SIM) card provided by us, we own any intellectual property or software on the SIM card.

3.2.3.4 **Limitation of Liability – 911 Calls**. NEITHER VERIZON NOR VERIZON WIRELESS WILL BEAR ANY LIABILITY FOR USE OF THE WIRELESS SERVICE PROVIDED UNDER THIS ATTACHMENT ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

3.2.3.5 **Other Terms.** The speed provided by the Wireless Service is the maximum speed for such service. The Parties acknowledge and agree that with regard to Wireless Service the following uses are not permitted:

- Data sharing with another device;
- High bandwidth constant bit rate (CBR) or high bit rate applications;
- International or domestic roaming;
- Multimedia messaging (MMR)

3.3 **Country-Specific Service Limitations**

3.3.1 **Permitted Use.** For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access ~~-~~only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.

3.3.2 **United States – Interstate Service Only.** Access in the U.S. Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).

3.3.3 **Delivery to Australia.** Where Customer orders Access for delivery to a Customer Site in Australia, Customer shall, where relevant, comply with the additional terms and conditions set forth at the following link: https://verizon.com/business/service/additional-terms-australia-customers.pdf. Customer is hereby notified that Verizon is not permitted to modify these terms or enter into any required contracts on the Customer's behalf.~~Where Customer orders Access for delivery to a Customer Site in Australia, Customer shall, where relevant, comply with the additional terms and conditions set forth at the following link: https://enterprise.verizon.com/service/additional-terms-australia-customers.pdf. Customer is hereby notified that Verizon is not permitted to modify these terms or enter into any required contracts on the Customer's behalf.~~

3.3.4 **Delivery to Puerto Rico.** Where a Service Order (including on a quote) identifies a Verizon entity other than the Verizon Signatory as the provider of a Service (an Identified Provider), then upon execution of the applicable Service Order by the Verizon Signatory, the rights and obligations of the Verizon Signatory for that Service Order will be assigned to the Identified Provider, which then becomes the Verizon entity to provide the Service (Verizon Provider) for that Order.

4. **SERVICE LEVEL AGREMENT (SLA).** There is no separate SLA for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.). The Satellite Access SLA is located at: https://www.verizon.com/business/terms/us/products/satellite_services/private_ip/.~~There is no separate SLAfor Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.). The Satellite Access SLA is located at: https://enterprise.verizon.com/terms/us/products/satellite_services/private_ip/~~

5. **FINANCIAL TERMS**

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5.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL: https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL: https://www.verizon.com/business/service_guide/reg/cp_access_plus_access_pricing_toc.htm.~~Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL: http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL: http://www.verizonenterprise.com/external/service_guide/reg/cp_access_plus_access_pricing_toc.htm~~

5.1.1 **Administrative Charges**

Administrative Charge	Charge Instance	Non-Recurring Charge (NRC)
Administrative Change	Per Change	$60.00
Cancellation of Order	Per Circuit	$800.00
Expedite in the United States	Per Circuit	$1,400.00
Expedite in Canada and France	Per Circuit	$6,000.00
Expedite in other countries	Per Circuit	$3,000.00
After Hours Installation	Per Circuit	$600.00
Pending Order Change	Per Circuit	$200.00
Physical Change	Per Circuit	$200.00
Service Date Change	Per Circuit	$100.00
Bandwidth Reconfiguration	Per Circuit	$200.00

5.1.2 **Off Net Special Build.** Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend through the installation period.

5.1.3 **Special Construction.** If, after an Order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access Verizon will notify the Customer of any such special construction charges. Upon customer acceptance, Special Construction charges may be billed separately and prior to completion of circuit. If Customer does not accept the special construction charges or changes in special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no Early Termination Charge(s).

5.1.4 **Wireless Connections.** Monthly data plan Charges for wireless connections are billed in advance. For metered data plans overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month in the data plan selected by Customer. With regard to Wireless UNI, Customer overage charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

5.1.4.1 **Wireless Connection - Upgrades.** With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. For metered data plans overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage

usage may differ according to the country where Access with Wireless UNI is provisioned.

5.1.5 **Wireless Connections - Aggregated Billing Plan.** Customers may, subject to certain exceptions or availability, in any given billing period associated with multiple wireless connections as a group (the Data Pool). The Data Pool size is the sum of the monthly data plan amount of each wireless connection that is active on the start date of the billing period. The Aggregated Billing Plan defines those wireless connections that may be included in the same Data Pool.

Overage charges will be assessed if the total actual usage of the member sites of a Data Pool exceeds the Calculated Included Quantity. Calculated Included Quantity means the sum of the monthly data plan amount of each member site of a Data Pool. The overage charges are based on the overage rate associated with the Master Site in each Aggregated Billing Plan at the time of billing. Traffic will be rounded to the next full gigabyte. Master Site is defined as the first wireless connection activated in the Data Pool.

5.1.6 **Express Connect – U.S. Only.** Customer will pay Verizon's standard MRC for Wireless UNI plus an NRC that covers all of Customer's usage while Wireless UNI is being used as Express Connect.

5.1.7 **Express Connect - Outside the U.S.** Customer will pay Verizon's standard MRC for the data plan selected for the wireless connection and the overage usage charges, as applicable.

5.1.8 **Carrier Facilities Assignment (CFA).** The MRC and NRC for CFA include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon's invoices to Customer will not include such charges. Customer must provide the following information: Meet Me Location and ring/hub/parent provider name. If it's a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.

5.1.9 **Charges for Customer-Provided Access.** Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon's provision of a physical connection from the Customer-provided access service to the Service Equipment. If incorrect information is provided by Customer, the cross-connect will need to be re-quoted.

5.1.10 When Access with Wireless Service provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Verizon Wireless regulatory surcharge: $0.02 per connection per month.

5.1.11 **Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access Service, for which it may pay Early Termination Charges, if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

5.1.12 **Access Moves.** Customer-requested moves of Access circuits to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. Customer may pay Early Termination Charges as applicable and any third party charges incurred by Verizon in order to implement the move. The newly-contracted

Access circuit will include the applicable NRC and MRC associated with the new Access circuit.

5.1.13 **NS&D Features.** Customer must order and pay for the two Access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional Charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable. With Network Connection Protection, an additional charge is applicable.

5.1.14 **UBR Commitment Period.** If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.

5.1.15 **Third Party Vendor Charges for Cross-Connection and Extended Wiring.** Section 1.4.1 above requires Customer to provide all facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit. In some instances Customer's Site may be located at a data center or other facility owned by a third party and the third party may not permit Verizon to connect directly to Customer's Site. In such instances, a third party data center/facility owner may only permit the third party to install a cross-connection from the Verizon Demarcation to Customer's Site. If the third party data center/facility owner charges for that cross-connection and Customer does not directly pay the third party for such connection, Verizon will pay the third party for the cross-connection and Customer will be billed by Verizon for such charges.

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at http://www.verizonenterprise.com/external/service_guide/reg/cp_access_network_services_local_access.htmhttps://www.verizon.com/business/service_guide/reg/cp_access_network_services_local_access.htm.

5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause). If Customer terminates UBR (except for Cause), Customer will promptly pay Verizon the full amount of the remaining payments that would have been due under the Service Order if not terminated.

5.2.2 **Special Construction.** If, after an Order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access Service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the Order(s) affected by the special construction charges, with no Early Termination Charge(s).

6. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htmhttps://www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Demarcation	The point where the Access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.

Meet Me Location	If Customer has a dedicated ring, the Meet Me Location is the node on the ring where Customer will provide Carrier Facility Assignment (CFA). For Customer provided access, the Meet Me Location is the edge of the Verizon Network where the Customer is bringing their access (usually a patch panel on which the Customer's vendor resides).
Time Division Multiplexing (TDM)	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.
Verizon Wireless	Cellco Partnership d/b/a as Verizon Wireless.