



BROADBAND +

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6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Broadband + (Broadband) utilizes public internet protocol (IP) as a means of transport from Customer Sites to Verizon's and/or Third Party network services using a range of broadband access technologies including but not limited to copper, wireless, fiber or cable lines. Verizon may provision Broadband to Customer either directly, through different Third Parties, either through resale of such Third Party's service to Customer or, as described below, as agent for such Third Party in certain locations within the United States. Broadband must be used in conjunction with a Verizon or Third Party- provided global network service, and primarily for the purpose of connecting a Customer Site to that network service. Broadband cannot be used solely for Internet access and is not sold on a standalone basis. The Parties acknowledge and agree that, in certain locations within the United States (Out of Franchise or OOF locations), Broadband will be provided to Customer directly by a Third Party (i.e., Verizon shall act as an agent on behalf of the Third Party in arranging Service) and, in such instances, Verizon may provide consolidated billing, customer care and other ancillary services to Customer pursuant to agreement with such Third Party. The identification of the OOF locations and details of such arrangements will be available from Customer's account representative. With respect to services provided in OOF locations, all references



in this Service Attachment to Verizon shall be deemed to be references to the applicable Third Party that is providing Broadband directly to Customer in such OOF locations.

1.2 **Standard Service Features**

1.2.1 **IP Addresses.** A suitable number of dynamic or static (as available) IP addresses (IPv4 protocol) to be used in conjunction with Broadband will be assigned in accordance with the currently applicable assignment guidelines in the relevant region. These IP address are provided from the ASN network of Verizon or a third party supplier.

1.2.2 **Service Equipment.** Service Equipment may be via an Ethernet interface. In the countries where Service Equipment is not available as part of Broadband the Broadband circuit will be terminated on Verizon or Customer provided equipment.

1.2.3 Broadband Technology. Broadband services are based on different technologies and the quality of the service can vary based on the technology available, including from Third Parties.

1.2.4 LTE Business Internet. In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. LTE Business Internet plans are for mobile broadband service, and can only be activated on select compatible Customer-provided data routers or designated devices sold through Verizon. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with LTE Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-setup. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data de-prioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the billing cycle. All plans will be given 300 GB/month/line of data; if usage exceeds that allowance, blocks of 5 GB will be automatically added to your account for an additional charge. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). Text messages cannot be sent or received on these plans.

1.2.5 5G Business Internet. In the U.S., 5G Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. This plan is restricted to the Verizon Wireless 5G Ultra-Wide Band (C-Band) network (domestic and international roaming are not available). 5G Business Internet plan is for mobile broadband service, and can only be activated on select 5G C-Band compatible Customer-provided data routers or designated devices sold through Verizon. A compatible 5G-enabled receiver/router is required, either Verizon-Equipment or Customer-provided. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with 5G Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's



account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-set-up. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. 5G Business Internet plan includes an unlimited data allowance. The monthly access fee will be pro-rated when changing price plans during a billing cycle. Speed Tier Limit represent the maximum downlink speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds. These plans are fixed location plans. Customer agrees to only use the Service at the qualified service address that Verizon approved at the time the Service was activated.

4.2.3 If Customer uses the Service outside of the qualified service address without the specific written approval of Verizon Wireless or Verizon, Verizon Wireless reserves the right to terminate the Service at any time thereafter upon written notice.

1.2.4 LTE Business Internet. In the U.S., LTE Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. These plans are restricted to the Verizon Wireless 5G Nationwide® network and 4G network (domestic and international roaming are not available). For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. LTE Business Internet plans are for mobile broadband service, and can only be activated on select compatible Customer-provided data routers or designated devices sold through Verizon. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with LTE Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-setup. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. Speeds represent the maximum speed but may be lower in the event of network congestion. After the data de-prioritization threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of the billing cycle. All plans will be given 300 GB/month/line of data; if usage exceeds that allowance, blocks of 5 GB will be automatically added to your account for an additional charge. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). Text messages cannot be sent or received on these plans.

1.2.5 5G Business Internet In the U.S., 5G Business Internet is sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra-Wide Band (C-Band) network (domestic and international roaming are not available). 5G Business Internet plan is for mobile broadband service, and can only be activated on select 5G C-Band compatible Customer-provided data routers or designated devices sold through Verizon. A compatible 5G-enabled receiver/router is required, either Verizon-Equipment or Customer-provided. If Customer supplies its own receiver/router, Customer is responsible for (i) ensuring that such receiver/router is compatible for use with 5G Business Internet; and (ii) any necessary installation or connection to the Verizon network. Customer should contact Customer's account representative to determine if a Customer-provided receiver/router is compatible. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment. When purchasing the device through Verizon, this device will be self-set-up. Customer is responsible for following the setup and activation instructions provided with the Verizon-Equipment. 5G Business Internet plan includes an unlimited data allowance. The monthly access fee will be



~~pro-rated when changing price plans during a billing cycle. Speed Tier Limit represent the maximum downlink speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds. These plans are fixed location plans. Customer agrees to only use the Service at the qualified service address that Verizon approved at the time the Service was activated. If Customer uses the Service outside of the qualified service address without the specific written approval of Verizon Wireless or Verizon, Verizon Wireless reserves the right to terminate the Service at any time thereafter upon written notice.~~

1.3 **Optional Service Features.** Additional IP address blocks may be available, though such availability and block size may vary. An IP justification form may be required if additional IP addresses are requested.

1.4 **Customer Responsibilities**

1.4.1 **Forms.** Where Verizon or a Third Party requires certain forms to be signed to process Customer's order (e.g., warranties of agency, letters of agency, service terms), Customer shall sign such forms promptly.

1.4.2 **Customer Equipment.** Customer is responsible for providing the necessary Customer Equipment to connect its network to the Service Equipment to enable Customer's use of Broadband and for ensuring that such Customer Equipment is fully compatible with the Service Equipment. Customer can purchase Customer Premises Equipment from Verizon pursuant to a separate Service Attachment.

1.4.3 **Customer-Provided Local Access.** Where required by Verizon or as otherwise may be agreed with Customer, a Customer provided Local Access may be used. Local Access should have the technical specifications required for Broadband. For Broadband using a Customer provided local access, Customer may use the local access for PSTN/ISDN services in addition to Broadband; however, certain PSTN/ISDN-services may not be compatible or may operate at a lower speed. PSTN and ISDN services are not part of the Broadband.

1.4.4 **Customer Space.** Customer is solely responsible to assess Customer's space, facilities, computer and transmission capacity needs, interoperability of Broadband with Customer Equipment and Customer's network. Any extra cabling necessary within the Customer Site, including but not limited to the connection between the Broadband entrance point and Customer's IP connection point, is not included in the provision of Broadband and is Customer's responsibility.

1.4.5 **Compliance with Instructions.** In order to safeguard the integrity of Verizon or the Third Party network, or to enable provisioning of Broadband, Verizon or the Third Party may take certain measures and give instructions to Customer, where necessary, to prevent or correct deficiencies in the Verizon Facilities or Third Party facilities or Broadband. Customer shall comply with any such instructions promptly.

1.4.6 **Disconnection.** Upon termination of the Broadband, Customer shall be required to disconnect the Customer Equipment from the Third Party's network.

1.4.7 **POTS Line.** If required, Customer shall arrange for a Carrier-provided POTS line – standard telephone line – to be in place for Broadband. The POTS line should have the technical specifications required for Broadband.

1.4.8 **IPv4 Addresses.** Prior to requesting any IPv4 addresses from Verizon, Customer will ensure that it is utilizing a minimum of 80% of any IPv4 addresses obtained from any source prior to making the request.



Customer also acknowledges and agrees that (i) Customer will retain such addresses for at least 30 days after Verizon's activation of the circuit associated with such addresses; and (ii) Customer agrees to use 80% of the IP addresses provided by Verizon within 12 months after Verizon's activation of the circuit associated with such addresses.

2. SUPPLEMENTAL TERMS FOR THIRD PARTY SERVICES

- 2.1 **Third Party End User Agreement.** Where Verizon acts as an agent on behalf of a Third Party for Broadband in the United States and Customer orders such services, the acceptance of a Service Order for the Third Party's Broadband services will constitute a contract with the Third Party Broadband provider and Customer agrees to allow Third Party Broadband provider to commence the provisioning process and to install and provide ordered services. Customer agrees to be bound by the terms and conditions of the end user services agreement for such services. Customer authorizes Verizon to submit the order for such services to the Third Party on Customer's behalf and to perform any administrative functions required to formalize the contract between Customer and the Third Party. If the Third Party provides notice to Verizon that Customer has breached the Third Party's end user services agreement, the applicable Broadband services will be terminated as directed by the Third Party. The Third Party end user services agreement is specified at the following URL: www.entelesource.com/exhibits/Verizon_EUSA_20.pdf.
- 2.2 **Technical Feasibility and Broadband Availability.** In order to determine whether Customer can receive Broadband, the Third Party may conduct a technical feasibility check after receipt of an Order signed by Customer. In addition, the actual availability of Broadband may not be determined definitively until the date of installation. If Broadband is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote Broadband circuit(s) 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 Broadband circuit(s) is deemed not available and other Broadband circuit(s), sometimes with higher charges may be required and in such instances the circuit is requoted to Customer. For information purposes, sometimes it is only when an engineer arrives on site that a lack of capacity at the local level is discovered.
- 2.3 **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 Broadband service, 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 cancellation fees.
- 2.4 **No Control and No Warranty.** Customer acknowledges that where Broadband is provided via a Third Party, Verizon exercises no control over that Third Party. Other than as specified in the clause entitled Support, Verizon does not resolve any performance issues relating to Third Party provided Broadband. Broadband is provided as-is. Neither Verizon nor Third Party warrants that Broadband will be available, uninterrupted or error-free.
- 2.5 **Support.** In the event of a report of Broadband interruptions or other performance issues, Verizon helpdesk will contact the Third Party and relay any information received from the Third Party to the Customer.
- 2.6 **Termination.** In the event Broadband is cancelled or is no longer offered by the Third Party or its underlying suppliers, for any reason at all, Verizon shall have a right to terminate the Broadband upon providing reasonable notice to Customer. In such cases, Verizon shall make reasonable efforts to provide



a replacement service. If Customer does not wish to accept a functionally equivalent service or where such functionally equivalent service is not available, Broadband will be cancelled.

3. OTHER SUPPLEMENTAL TERMS

3.1 **Wireless Services.** The following terms only apply to the provision of Wireless Service sold and/or provided by Verizon Wireless or LTE Business Internet and 5G Business Internet sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless in the U.S.:

3.1.1 **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 or Verizon Business Services 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.

3.1.2 **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.

3.1.3 **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.

3.1.4 **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.



3.1.5 **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).

3.1.6 **Taxes, Surcharges and Exemptions.** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges tax to Verizon Wireless on a roaming call, then Verizon Wireless or MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless ("Verizon Business Services") may bill such amount to Customer, and Customer shall pay such amount. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with regulatory or administrative obligations, (such as payments to local telephone companies for delivering calls from Verizon Wireless customers to their customers), Verizon Wireless or Verizon Business Services may bill a surcharge to defray such expense (a "Surcharge"). Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides Verizon Wireless or Verizon Business Services with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless or Verizon Business Services, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon Wireless or Verizon Business Services at Customer's request is found not to apply, then Customer shall upon demand pay Verizon Wireless or Verizon Business Services the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless or Verizon Business Services shall not issue credits for a Tax that is billed prior to Verizon Wireless or Verizon Business Services' receipt of evidence of exemption."

3.1.7 **Wireless Connections.** Customer will be billed monthly, and is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section above), on your data plans. Generally Customer is billed the monthly access fees and feature charges in advance, and airtime overage and other usage charges in arrears. Monthly billing cycles vary and may not correspond to calendar months. 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.

3.1.8 **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.

~~3.1 **Wireless Services** . The following terms only apply to the provision of Wireless Service sold and/or provided by Verizon Wireless or LTE Business Internet and 5G Business Internet sold and provided by MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless in the U.S.:~~

~~3.1.1 **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 or Verizon Business Services 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.~~

~~3.1.2 **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.~~

~~3.1.3 **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.~~

~~3.1.4 **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.~~

~~**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 (GBR) or high bit rate applications; International or domestic roaming; Multimedia messaging (MMR)~~

~~**Taxes, Surcharges and Exemptions** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by Verizon Wireless (each, a "Tax"), or a serving carrier charges tax to Verizon Wireless on a roaming call, then Verizon Wireless or MCI Communications Services LLC dba Verizon Business Services pursuant to a resale agreement with Verizon Wireless ("Verizon Business Services") may bill such amount to Customer, and Customer shall pay such amount. If Verizon Wireless incurs a tax (other than a net income tax) or other expense to comply with regulatory or administrative obligations, (such as payments to local telephone companies for delivering calls from Verizon Wireless customers to their customers), Verizon Wireless or Verizon Business Services may bill a surcharge to defray such expense (a "Surcharge"). Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides Verizon Wireless or Verizon Business Services with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to Verizon Wireless or Verizon Business Services, then that specific Tax will not be collected from Customer. If an exemption applied by Verizon Wireless or Verizon Business Services at Customer's request is found not to apply, then Customer shall upon demand pay Verizon Wireless or Verizon Business Services the uncollected Tax and all related interest, penalties and additions to the Tax. Verizon Wireless or Verizon Business Services shall not issue credits for a Tax that is billed prior to Verizon Wireless or Verizon Business Services's receipt of evidence of exemption."~~

~~**Wireless Connections.** Customer will be billed monthly, and is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section above), on your~~



~~data plans. Generally Customer is billed the monthly access fees and feature charges in advance, and airtime overage and other usage charges in arrears. Monthly billing cycles vary and may not correspond to calendar months. 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.~~

~~**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.~~

3.53.2 Security. Customer acknowledges that it is solely responsible for the security of its network, facilities and Customer's traffic when using Broadband, including determining whether such traffic should be encrypted.

3.63.3 Speeds. Any quoted transmission speeds for Broadband as set out in the Order refers to the maximum download and upload speed achievable with Broadband under ideal conditions. For information purposes the normally available download and upload speed and minimum download and upload speed may be lower than the maximum download and upload speed for a variety of reasons including without limitation, network congestion, line interference and Internet congestion. These situations may occur when the service is congested and there is a high volume of users during a peak time.

3.73.4 U.S. Services for Mass Market Customers. Mass-market customers, as defined by the Federal Communications Commission, should view important information regarding Network Management Practices and Service Performance information for the internet access service by visiting <https://www.verizon.com/about/our-company/open-internet>.

3.83.5 Delays in Installation. In the event that Customer cancels the original installation date, Verizon reserves the right to terminate the Customer's Order where Customer has failed to agree with Verizon on a revised installation date for Broadband within 25 days from the original installation date. In such circumstances Customer will be liable for any costs incurred by Verizon resulting from cancellation of Broadband.

3.93.6 VoIP Restrictions. Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VOIP transmissions over the Verizon Facilities. To the extent such regulations apply, Customer shall comply with such regulations as applicable.

3.403.7 Use Restrictions in Turkey. The use of Broadband by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of Broadband by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer will indemnify and hold harmless Verizon from any fines, penalties, losses, damages, costs or expenses arising out any violation by Customer or its authorized users of the foregoing prohibition.

3.443.8 Service in India

3.44.13.8.1 No Internet Telephony in India. Verizon's license from the Indian Ministry of Communications, Department of Telecommunications (DOT) requires Verizon to restrict use of its Broadband Service for



Internet telephony. Customer expressly agrees that it shall not use, or permit others to use, the Service for Internet telephony except in one of the following three ways: (i) personal computer (within or outside India) to personal computer (within or outside India); (ii) personal computer (within India) to the public switched telephone network (PSTN) outside of India (PSTN connection gateway located outside India); or (iii) IP-based H.323 or SIP terminal connected directly to a licensed ISP within India to a H.323, SIP, or similar terminal connected directly to a licensed ISP anywhere in the world (including India).

3.11.23.8.2 Restriction on Encryption Functionality in India. The use of encryption shall be governed by the government policy/rules made under the Information Technology Act, 2000.

3.11.33.8.3 End User Identification in India. Customer acknowledges that DOT and other Indian governmental authorities may from time to time require Customer to identify the end users of Broadband in order to monitor and prevent unlawful activity over Verizon’s Network. Where Customer uses Wi-Fi connectivity in relation to Broadband, Customer shall employ appropriate authentication processes to secure Verizon’s Network and retain records of all authorized end users of Broadband. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to identify and locate end users.

3.11.43.8.4 Additional Documentation in India. Customer will complete and sign the document in the form set out at https://www.verizon.com/business/service_guide/reg/cp_ids_plus_schedule_1_proforma.pdf Schedule 1 Proforma for checking bona fide of Verizon Internet Dedicated and Broadband Customers.

3.11.53.8.5 Usage. To extent usage of the Broadband Service requires it Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP Other Service Providers (OSPs) as described in the Revised Guidelines for Other Service Providers (OSPs) released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

4. SERVICE LEVEL AGREEMENT

No service level agreements are included with Broadband except when Broadband is combined with Wireless Backup in the U.S. only. That Broadband SLA can be found at the following URL: www.verizon.com/business/service_guide/reg/cp_ibs_broadband_sla.pdf.

5. FINANCIAL TERMS

5.1 Details. Customer will pay the monthly recurring charges (MRCs), which are fixed for the Service Commitment and non-recurring charges (NRCs) for Broadband as specified below, at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm and in the applicable Order or Online Terms. Customer will also pay additional MRCs, which are fixed for the Service Commitment and NRCs for any optional features that may be applicable to the particular Broadband service and subscribed to in this Contract. MRCs will be charged in advance. Some wireless services may have usage/overage charges. On the invoice delivered to Customer, Broadband service will be identified as “Access-Broadband Access” and “Broadband”. For Broadband provided by a Third Party, Verizon will invoice Customer for such services immediately following implementation.

5.2 Administrative Charges. The Administrative NRCs specified below are applicable to Broadband. While the charges shown are quoted in United States dollars, actual charges will be billed in invoice currency.

Administrative Charge	Charge Instance	NR C
Administrative Change	Per Change	\$60
Pending Order Change	Per Order	\$60



Physical Change	Per Order	\$60
Service Date Change	Per Order	\$60

- 5.3 **Return of Service Equipment.** Verizon will provide Customer with Service Equipment (a router). Customer must return the Service Equipment within 10 business days following any termination of Broadband. If Customer fails to return the Service Equipment within such time period, Verizon will bill Customer Verizon's list price for the Service Equipment.
- 5.4 **Early Termination.** If Broadband is terminated by Customer without Cause, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments that would have been due under the Order for such terminated Broadband services, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 5.5 **Volume Commitments and Third Party Services.** Where Verizon acts as an agent on behalf of a Third Party for Broadband in the United States and Customer orders such services, the charges for such services shall not apply to any Volume Commitments agreed to by Verizon and Customer.
- 5.6 **Missed Appointment Charge.** If Customer schedules an appointment for a technician to install equipment or perform maintenance at a Customer Site and Customer misses the appointment, Customer may be subject to a missed appointment charge.
6. **DEFINITIONS.** The following definitions apply to Broadband, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL:
www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
ASN	Autonomous System number
ISDN	Integrated Services Digital Network
PSTN	public switched telephone network
<u>Verizon Wireless</u>	<u>Cellco Partnership d/b/a as Verizon Wireless.</u>