

CPE SITE PREPARATION SERVICES

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1. GENERAL

1.1 **Service Definition.** With CPE Site Preparation Services, Verizon will provide (a) CPE site survey (Site Survey) or (b) inside wiring (Inside Wiring) and extended demarcation wiring (Extended Demarc) (Inside Wiring and Extended Demarc collectively referred to as Wiring Services). Site Preparation Services also includes certain Custom Site Services enabled by a Statement of Project Deliverables entered into between the Parties. The Site Preparation Services ordered will be provided at the locations shown on the applicable Order.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service and non-Optimized Service.

2. AVAILABLE VERSIONS OF SITE PREPARATION SERVICES

2.1 **Site Survey.** A Site Survey consists of a physical on-site survey of the proposed location for installing CPE and report on that location's suitability for that purpose with respect to environmental conditions (e.g., temperature, humidity, availability equipment cabinets/racks/closets), the availability of an appropriate power source, and the need for any additional inside wiring.

2.2 **Wiring Services.** The following are the types of Wiring Services:

2.2.1 Inside Wiring services consist of the installation of wiring to connect two items of Customer equipment.

2.2.2 Extended Demarc services consist of the installation of wiring that extends wiring from the circuit LEC demarcation point (the point at which the LEC's regulated network ends and Customer's inside wire responsibility begins) to a point adjacent to Customer's network or equipment, as directed by Customer.

2.3 Custom Site Services. Custom Site Services includes Site Surveys, Installation Services, Decommissioning Services and certain other on Site services as defined in a Statement of Project Deliverables and further defined in the related Order.

~~2.32.4~~ **Customer Responsibilities.** As applicable, Customer is responsible to:

2.3.12.4.1 Control all activities associated with the existing Customer Equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.

2.3.22.4.2 Comply with Verizon's reasonable instructions for the modification of Customer Equipment, at Customer's own expense, to enable Wiring Services. If such modification has occurred, Verizon has no obligation to restore that Customer Site.

2.3.32.4.3 Obtain all necessary permits, licenses and other permissions (e.g., low-voltage, other special licenses, rights related to Customer Equipment including access, etc.).

2.3.42.4.4 Comply with, and notifying Verizon of, all union and other labor-related requirements and special building specific conditions between landlord and tenant.

2.3.52.4.5 Notify Verizon of applicable building, fire and other code requirements, as well as any relevant site conditions.

2.3.62.4.6 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training (Training). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.

2.3.72.4.7 Provide suitable building facilities for Site Preparation Services including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls.

2.3.82.4.8 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the Site Preparation Services. If during the provision of Site Preparation Services, Verizon encounters any concealed or unknown condition not previously identified and disclosed by Customer, and such condition affects the charges or schedule for performance of Site Preparation Services, the charges and/or the schedule will be equitably adjusted by mutual agreement. If required by Verizon to perform the Site Preparation Services, Customer must provide Verizon with access to concealed equipment, wiring or conduit that is not readily accessible.

2.3.92.4.9 Designate waste deposit points on each floor on which CPE is to be installed where Verizon will place waste for removal by Customer.

2.3.102.4.10 Designate a single point of contact (SPOC) who is responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for Site Preparation Services performance, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.

2.3.112.4.11 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide Site Preparation Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.

3. SUPPLEMENTAL TERMS

3.1 **Requirements and Limitations for Site Survey Services.** Site Surveys are subject to the following limitations:

3.1.1 All Site Surveys must be conducted on-site.

3.1.2 The time to complete the on-site Site Survey and generate a report must not exceed two hours.

- 3.1.3 All on-site work must be indoor work.
- 3.1.4 All on-site work must be completed in one site visit.
- 3.1.5 Site Surveys do not include:
 - 3.1.5.1 Any logical data collection for any networking device or terminal access to any networking device.
 - 3.1.5.2 Cabling or circuit tracing.
 - 3.1.5.3 Physically moving any equipment from its current location (e.g. unplug or un-rack any equipment) in order to gather the necessary data.
 - 3.1.5.4 CAD/Visio drawings in the Site Survey report.

3.2 Requirements and Limitations for Wiring Services. Wiring Services are subject to the following requirements and limitations:

- 3.2.1 Following the completion of Wiring Services, Customer will own and be responsible for the care and maintenance of the installed wire, and any associated hardware and connectors installed as a result of the Wiring Services.
- 3.2.2 Wiring Services are only available in the United States.
- 3.2.3 All work must be standard, non-custom indoor work, requiring no special equipment.
- 3.2.4 All work must be completed in one site visit.
- 3.2.5 New wire will be delivered as specified by Customer at time of order and identified on Customer's quote. Verizon will use appropriate materials for the application if Customer does not specify the category of performance at the time of order.
- 3.2.6 The length of new wire for Customer will be described in Customer's quote and will not exceed a total length of 150 feet.
- 3.2.7 Wiring will not be installed between floors and must not be more than 12 feet in height from the ground or floor.
- 3.2.8 Verizon is not responsible for moving furniture, modifying fixtures or other site changes.
- 3.2.9 Work may involve surface installation or installation through available ducts or other reasonably accessible conduits.

3.3 Requirements for Custom Site Services. In addition to any specific requirements outlined in a Statement of Project Deliverables, Custom Site Services are subject to the following requirements and limitations:

3.3.1 Order Terms and Conditions. Each Custom Site Services project is governed by an Order and the Agreement. Within an Order, the order of precedence (in descending priority) is: (a) the relevant Order and (b) the Statement of Project Deliverables. Verizon will document any request to change a Statement of Project Deliverables in a proposed change order to be executed by the Parties.

3.3.2 Verizon IP. Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) reports or other deliverables specified in the applicable Statement of Project Deliverables and related Order (Deliverable), other than the copyright to any part of a Deliverable that is unique to

Customer, first created by Verizon in the performance of a project, and delivered to Customer under the Order; and (b) underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Custom Site Services that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.

3.3.4 General Site Preparation Service Provisions.

3.3.13.4.1 Site Preparation Services are available within the 48 contiguous United States. Site Preparation Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval and may be subject to a Statement of Project Deliverables.

3.3.23.4.2 Site Preparation Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays (Business Hours). Site Preparation Services to be performed outside of Business Hours must be ordered via a Statement of Project Deliverables as a Custom Site Service or a statement of work with Verizon Professional Services.

3.3.33.4.3 Verizon will provide Customer ~~written~~ notice indicating the date Site Preparation Services are complete (the In-Service Date). Should Customer request delay of Site Preparation Services, or should Site Preparation Services be delayed as a result of Customer's action or inaction, Verizon may store the CPE, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at a Customer Site may result in an additional charge at Verizon's current time and material rate.

3.3.43.4.4 Verizon will attempt to meet Customer's requested In-Service Dates; however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.

3.3.53.4.5 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the SPOC at least 48 hours in advance.

3.3.63.4.6 Customer will have five Business Days after the In-Service Date to test ~~installed CPE~~ Site Preparation Services (the Test Period). Customer may indicate its approval of the CPE Site Preparation Services by its signature on the Verizon-provided acceptance document or other mutually agreed upon means (Customer Acceptance). Customer will document any issues with ~~the System~~ Site Preparation Services in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have 10 Business Days to respond and remediate any issues, as required. Customer's use of ~~the CPE~~ Site Preparation Services for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for CPE Site Preparation Services will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for CPE Site Preparation Services occurs upon Customer Acceptance.

3.4.3.5 Terms and Conditions.

3.4.13.5.1 **Service Order Changes.** Customer may change, add or delete specific Site Preparation Services on a Service Order at any time. Customer may order such change, addition or deletion by a signed or unsigned request as specified in this section and Verizon will provide an order change form documenting each addition and the estimated cost. Customer may also cancel an entire Service Order at any time and Customer will pay Verizon for any Service Order in progress based on the percentage of the Service Order, or other appropriate measure of work then completed (without limiting other remedies under the Agreement or the law). In certain circumstances, Verizon may also initiate an order change, for example when the actual work required exceeds the quote. In such cases, Verizon will provide an order change form documenting each addition and the estimated cost.

3.4.23.5.2 Performance. Verizon controls the means, methods, places and time of its performance of the Site Preparation Services (including the use of subcontractors and consultants).

3.4.33.5.3 Confidentiality. Without limiting the confidentiality provisions in the Agreement, Verizon may disclose Confidential Information to subcontractors and consultants for the purpose of performing the Site Preparation Services.

3.4.43.5.4 Warranties And Disclaimers

3.4.4.13.5.4.1 Verizon Warranty. Verizon warrants that it will perform the Site Preparation Services in a good and workmanlike manner.

3.4.4.23.5.4.2 Warranties. In addition to the warranties found in the Agreement, the following apply:

- **Verizon Wiring Services Warranty**
 - If any material (i.e., wire or connectors) provided by Verizon as part of Wiring Services fail solely due to a defect in Verizon's workmanship or materials within one year after installation, Verizon will repair or replace (at its discretion) the failed material. This warranty does not cover material that has been subject to repair by third parties or damage caused Customer misuse or abuse or by a Force Majeure event.
 - If Verizon dispatches a technician in response to a Customer warranty claim and determines that the material failed for a reason other than a defect in Verizon's workmanship or materials, or if Verizon finds no trouble, Customer will pay a No Fault Found charge (NFF Charge).
- **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Site Preparation Services. Customer further warrants that it has the proper authority to provide access to sites and locations within sites required for the provision of Site Preparation Services.
- **Verizon's Disclaimer of Warranties.** The disclaimer of warranties in the Agreement applies to this Service Attachment (without limitation). Verizon's only warranties are those set forth explicitly above in this section and those warranties apply to Customer only. Customer's sole remedy for a breach of these warranties is for Verizon to re-perform the ordered service found to be defective. This provision does not limit any rights in materials or equipment granted to Customer by its manufacturer or other third party through separate license or warranty agreement. The end user warranties and sublicenses, if any, of such a manufacturer pass through Verizon and inure to the benefit of Customer.

4. FINANCIAL TERMS

4.1 Service Provider. The products and services under these terms and conditions are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as Verizon) except as otherwise explicitly noted.

4.2 Optimized and Non-Optimized Services. Customer will pay Monthly Recurring Charges (MRC) and Non Recurring Charges (NRC) for Optimized and non-Optimized Site Preparation Services as applicable and as specified in the Agreement, including those in the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm. Site Preparation Services rates and charges do not contribute to any Annual Volume Commitment.

5. DEFINITIONS. In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to Site Preparation Services:

www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm