



INTERNATIONAL PRIVATE LINE SERVICES

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1. GENERAL

- 1.1 **Service Definition.** International Private Line (IPL) is a dedicated point-to-point private line service with international connectivity between the U.S. Mainland and locations around the world, as well as between locations around the world. Two versions of IPL are offered: half-circuit or full circuit. The end-to-end circuit is provided on a bilateral basis with a correspondent carrier.
- 1.2 **Platforms.** These terms apply to non-optimized International Private Line Services only.
- 1.3 **Available Speeds.** Standard service is available at speeds ranging from 64 kbps to 2.048 Mbps, unless otherwise designated. Effective November 1, 2015, 64 kbps to 1024 kbps are grandfathered and are no longer available to new IPL Customers. Existing IPL customers may add, move, change, and disconnect 64 kbps to 1024 kbps IPL services with the understanding that renewals of such services will not be permitted. Other speeds may be available upon request.
- 1.4 **Geographic Availability.** Verizon provides International Private Line service only to specified geographic areas outside the U.S. Mainland, pursuant to the terms and conditions imposed by non-U.S. carriers (whether Verizon carriers or non-Verizon carriers). Additional geographic areas outside of the U.S. Mainland may be available on an individual case basis. Availability is subject to legal, regulatory, equipment, geographic, technical, and other limitations or conditions preventing service. Outside the United States, International Private Line service is subject to the laws and regulations of the foreign country where the circuit terminates.
- 1.5 **Local Access Service.** Local access service is required and is provided by MCI Legacy Company, pursuant to a separate service attachment or through a third party for local access provided outside the United States (U.S.).



2. **AVAILABLE VERSIONS.** International Private Line is available as International Private Line Half Circuit (with or without One-Stop-Shopping (OSS)), or International Private Line Full Circuit, based on country availability.

2.1 **International Private Line - Half Circuit.** International Private Line - Half Circuit is a private line circuit connecting a Verizon point of presence (POP) with either a Verizon or non-Verizon POP in another country, delivered over international facilities that are independently maintained, owned, and monitored by Verizon and a non-U.S. carrier. International - Half Circuit with One-Stop Shopping feature is available in approximately 30 countries. If Customer does not order the OSS feature, Customer is solely responsible for acquiring the connecting half circuit necessary to complete the international private line circuit.

2.1.1 **One Stop Shopping.** OSS allows for Single End Billing (SEB), Single End Fault Reporting (SEFR) and/or Single End Ordering (SEO). The OSS feature is typically based on a bilateral arrangement between Verizon and a non-Verizon carrier outside of the U.S., which means that Verizon may order and bill its Customer for both international half circuits, and the non-Verizon carrier may order and bill its customer for both international half circuits. Verizon's OSS provides a Verizon point of contact for the planning, ordering, implementation, billing, management and maintenance of OSS Customer International Private Lines. Under certain circumstances, Verizon may impose administrative charges for the provision of certain services under the OSS arrangement. Verizon can provide quotations for such charges through its sales organizations. Under the OSS arrangement, each carrier's terms and conditions for the provision of International Private Line Circuits still apply.

2.1.1.1 **Features of OSS.** The following are the basic features of OSS; however, all features may not be available with all countries or carrier(s). OSS Customer can select any or all of these available features. Customer also selects the Coordinating and Participating Carrier(s).

- Single-End Ordering (SEO): This feature allows Customer to order an end-to-end circuit and equipment from Verizon.
- Single-End Billing (SEB): This feature allows Customer to receive a single bill for the entire single-end order. Customer selects the billing carrier, and must also supply a billing address within the country of the billing carrier. Billing will commence once both carriers agree that the circuit meets the technical specifications (excluding Customer provided equipment), and has been made available to Customer.
- Single-End Fault Reporting (SEFR): This feature allows Customer to report faults to the Coordinating Carrier who coordinates fault investigation clearance; Customer may also elect to report faults to the Participating Carrier(s). The Coordinating Carrier keeps Customer apprised of fault clearance status and prospects for clearance.

2.2 **International Private Line - Full Circuit.** For International Private Line Full Circuit Verizon is the single contractual party with Customer for the full IPL circuit connecting a Verizon POP with either a Verizon or non-Verizon POP in another country. International Private Line Full Circuit is delivered over the Verizon international backbone network and any applicable third-party network provider facilities with which Verizon may contract to provide the service.

3. **SUPPLEMENTAL TERMS.** In addition to the Master Terms and Conditions, the following terms apply.

3.1 **Payment Terms**

3.1.1 Charges for each IPL circuit start to accrue on the day following the date the circuit is made available to Customer. In the event Customer selects Single-End Billing, the One-Stop-Shopping (OSS) (SEO/SEB) Terms and Conditions below will apply.

3.1.2 Local access facility charges are governed by the terms and conditions of the local access provider. Customer is responsible for paying and arranging or the provisioning of local access facilities unless



Customer requests Verizon to act as Customer's agent to arrange for local access facilities on Customer's behalf.

3.1.3 If Customer is required by law to make any deduction or withholding from any payment due to Verizon, then, notwithstanding anything to the contrary contained herein, the gross amount payable by the Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that the Customer should have made a deduction for withholding for or on account of any taxes with respect to all or a portion of any payment made hereunder, Customer will indemnify Verizon for such withholding taxes and to hold Verizon harmless on an after-tax basis from and against any taxes, interest or penalties levied or asserted against Verizon in connection therewith.

3.2 **Cancellation or Delay of an Order Prior to Installation**

3.2.1 Customer may, by written notice, cancel an order prior to the date Verizon makes the IPL circuit available to Customer. Upon such cancellation Customer will pay a cancellation charge equal to the greater of:

3.2.1.1 The total of non-recurring charges plus one month's monthly recurring charges for the IPL circuit to be provided by Verizon, or

3.2.1.2 \$6,000.00; plus all non-recurring, monthly recurring, and termination charges for U.S. local access facilities, if any, imposed by the providers of such facilities.

3.2.2 Where special construction of facilities has been started prior to the cancellation and there is no other requirement for the specially constructed facilities, Customer will pay a charge equal to the costs incurred in the special construction. Special construction of facilities for Customer is considered to have started when Verizon incurs any expense in connection with such facilities including preparation therefore, which would not otherwise have been incurred.

3.2.3 With ten (10) days prior written notice to Verizon, Customer may delay the scheduled in-service date of an order involving the installation or reconfiguration of an IPL circuit for a maximum of 30 days.

3.3 **Termination of Service**

3.3.1 **Requests for Termination.** A request to terminate IPL services must be made in writing and mailed directly to Customer's Verizon account manager a minimum of thirty (30) days prior to the requested date of termination.

3.3.1.1 The notice period begins upon receipt by Verizon of such written request for termination. Such a request must contain:

- The specific GCI/Lease number of the IPL circuit to be terminated
- The requested termination date

3.3.2 **Termination of Fixed Term Commitments.** In the event Customer terminates an IPL circuit prior to the end of an agreed commitment period, an early termination charge will apply as specified below.

3.3.2.1 **Company IPL Service (Excluding Cross-border).** If the Customer terminates the Verizon IPL Service prior to completion of the first year of IPL service, the Customer is liable to Verizon for the remainder of the total monthly charges for the unexpired portion of the first year of IPL service plus thirty-five percent (35%) of the total monthly charges for the remaining portion of the applicable commitment period.



- For IPL service terminated after the completion of the first year of IPL service and more than three (3) months prior to expiration of the commitment period, Customer is liable for thirty-five percent (35%) of the total monthly charges for the unexpired portion of the applicable commitment period. For IPL service terminated within three (3) months of the expiration date of the term of commitment, Customer is liable for the total monthly charges for the remainder of the commitment period.

3.3.2.2 **Crossborder Circuits.** For Crossborder IPL circuits, except as otherwise specified above, if Customer terminates a fixed term plan prior to its expiration, Customer will pay termination charges to Verizon for any unexpired portions of the term remaining after the notice period for disconnecting a circuit. Customer is liable for termination charges equal to 100 percent (100%) of the applicable monthly recurring interoffice charges for any remaining portions of the first year of the term, and 50 percent (50%) of the charges for the remainder of any subsequent years.

3.4 **Expiration of Fixed Term Commitments.** Unless Customer initiates termination at least thirty (30) days prior to the expiration date of a current commitment period, a circuit will be automatically renewed on a month to month basis at the then current rates for that term of commitment. All other terms and conditions will apply.

3.5 **Modifications and Reconfigurations**

3.5.1 **Cutover.** When Customer applies for a new IPL service to be provided or arranged for by Verizon and simultaneously requests (with written notice), termination of an existing IPL service to be effective on the same date as the date of activation of new IPL service, the notice period for termination of the existing service will not be required. However, Customer remains responsible for all charges (non-recurring and recurring), for local access facilities imposed by the provider of such facilities, including termination charges, if any.

3.5.2 **Parallel Service.** If Customer desires the continuation of an existing IPL service parallel to the establishment of a new IPL service between the same two points, upon receipt of written notice, Verizon will disconnect the original service and Customer will be charged for the actual number of days of parallel service, plus an amount equal to fifteen (15) days for service of the service being terminated. However, Customer remains responsible for all charges (non-recurring and recurring), for local access facilities imposed by the provider of such facilities, including termination charges, if any.

3.6 **One-Stop-Shopping (OSS).** One-Stop Shopping is subject to the additional terms and conditions specified here: https://enterprise.verizon.com/service_guide/reg/cp_ipl_terms_conditions.htm#oss.

3.7 **IPL Service in Asia Pacific**

3.7.1 **General.** For IPL circuits ordered that are wholly located within the Asia Pacific region, Customer's service will be provided in accordance with these terms and the terms of the Asia Pacific Master Terms and Conditions (AP Master Terms) which Customer acknowledges having read and agreed to. Terms are available at www.verizonbusiness.com/legal/apmt or otherwise can be provided on request. Any service provided in the Asia Pacific region is provided by an in-country licensed operator.

3.7.2 **Additional Information/Terms and Conditions for Asia-Pacific IPL Extended Service for China**

3.7.2.1 **China-US Cable.** If the IPL service to be provided to Customer is via the China-U.S. cable network to which Verizon is a party, Verizon may suspend or terminate the IPL service immediately upon written notice as a result of a request of any interconnected carrier, or if the continued provision of the IPL service to Customer violates any agreement to which Verizon is a party, or if the China-U.S. routing is not available to Verizon.

3.7.2.2 **Suspension.** Customer will take all reasonable steps to ensure its right to suspend or terminate the IPL service to its users under similar circumstances and will hold Verizon harmless from and against any claims by Customer's users arising out of any such suspensions or termination.

3.7.2.3 **Local Loop.** (i) The provision of China-end local loop will involve additional charges levied by the local carrier including monthly recurring charges. Customer acknowledges and agrees to pay such additional charges; (ii) Verizon will settle all the required one-off charges with the local carrier on behalf of Customer for the provision of China-end local loop; Verizon will invoice Customer for such charges after commencement of the IPL service; and (iii) the service availability cannot be guaranteed and is subject to confirmation from the local carrier in China after the order is placed as there may be resource issues within the local carrier in China; Customer will be obligated to pay for any early termination charges and relocation charges imposed by the local carrier or third party service providers on the local loop service.

3.7.2.4 **Procurement of Service.** Any service provided in the People's Republic of China (China) is provided in China by a licensed Chinese operator.

3.8 **Additional Terms and Conditions for IPL Service from Europe**

3.8.1 **Europe IPL Service Description**

3.8.1.1 IPL from Europe is provided originating from a country within Europe to a border landing station and/or a Customer termination site that may be located in a country inside or outside Europe. A Distant End Carrier (other than Verizon) may provide the Distant End Half Circuit to a distant end terminating customer location.

3.8.1.2 IPL Service from Europe comprises the following features:

- If required, the provision of a dedicated connection from an originating Customer Site in Europe to a Company POP.
- The provision of a dedicated IPL Half-Circuit connection from the originating Customer Site in Europe to the Theoretical Midpoint.
- The reactive monitoring of the Originating Half Circuit (including any Local Access and Extension Channel as applicable).
- Available bandwidth ranges from the Customer Site in Europe to the Theoretical Midpoint, as agreed between the parties.
- The applicable IPL equipment will be provided and installed on Customer's Site(s) by a local Verizon entity (or where applicable, the relevant Distant End Carrier). The IPL equipment will at all times remain part of the service equipment.

3.8.1.3 Technical Support is available 24 hours a day seven days a week via the local Company Customer Service Centre in Europe. The telephone numbers of the appropriate Company Customer Service Centre will be communicated to the Customer via Customer's account representatives. Technical Support may only be available from Customer's Site in Europe through the Company provided Originating Half-Circuit dependent upon the non-Company supplied Off-Net Access circuits connecting the distant end Customer Site. Verizon may provide such technical support for Company supplied IPL equipment installed at such distant end Customer Site, upon Verizon's sole discretion. Support will be provided in English only, unless otherwise agreed. IPL service shall not include support for Customer's customers and/or end users.

3.8.1.4 Customer shall retain all responsibility for contracting with the Distant End Carrier (or an alternative local supplier as appropriate) for the supply of any Off-Net Access circuits connecting the Theoretical Mid-Point to the Distant End Customer Site.

3.8.2 **Delay or Cancellation of a Europe IPL Order Prior to Installation.** In the service order Customer requests a Requested Implementation Date (RID) for delivery of the IPL service. Based on this



request Company will determine the date of delivery which will be communicated to the Customer either by letter, fax, e-mail or verbally following acceptance of the service order. If thereafter Customer requests a change to the date of delivery of the IPL service and such change is accepted by Verizon, Verizon may charge Customer the third party costs, including but not limited to third party access circuits and/or equipment, incurred as a result of the change for that Customer Site (Delay Charge). Verizon shall provide Customer with an invoice detailing the Delay Charge following commencement of the Service and payment shall be in accordance with the terms of the Guide.

3.8.3 Request for Termination after the Service Term. Notwithstanding anything to the contrary in the Signed Contract, if any, with Customer, a request to terminate an existing International Private Line Service after the initial (or Subsequent) Service Term must be made in writing and mailed directly to Verizon in accordance with the address for notices section of the Signed Contract unless otherwise stated in the service order form and to the local Company Customer Service Centre(s) in Europe. The telephone numbers of the appropriate Verizon Customer Service Centre will be communicated to the Customer using the Notice of Connection together with the main service specifications. Verizon requires a sixty (60) day notice period to the end or after the initial (or Subsequent) Service Term prior to terminating an existing International Private Line Service.

The notice period begins upon receipt by Verizon of such written request for termination. Billing for IPL service continues throughout the notice period whether or not the Customer continues to use the International Private Line Service. Such a request MUST contain:

- The specific GCI/Lease number to be terminated
- The requested termination date when IPL Service is to cease
- The Customer contact name and telephone number

3.8.4 Expiration of Service Term. Unless a Party initiates a termination of IPL service at least sixty (60) days prior to the expiration date of a Service Term, a circuit will be automatically renewed on an annual basis thereafter upon the same terms and conditions (Subsequent Service Term).

3.8.5 Confirmation. Customer confirms it has read and understood the information set out and incorporated by reference herein, and agrees that the IPL service is provided pursuant to the terms of such Signed Contract as referred to above. Customer consents to allow Verizon to carry out credit checks to verify Customer's identity and solvency for the purposes of the provision of the IPL service.

3.9 For Italian Orders Only. In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Customer acknowledges having read the entire text contained in this Guide and hereby specifically approves the provisions contained in the following sections: Customer Responsibility, Software and Export, as well as the following text: "The Customer agrees that the SLA contains the Customer's sole and exclusive remedies for any performance based claim relating to the IPL service, including any failure by Verizon to meet the specific obligations set out in the SLA."

3.10 Inspection. Verizon may, upon notice, make such tests and inspections as may be necessary to determine that the requirements outline herein and the Signed Contract are being complied with in the installation, operation or maintenance of Customer or Verizon equipment. Verizon may interrupt the IPL service at any time, without penalty to Company because of departure from any of these requirements.

3.11 Testing and Adjustment. Upon reasonable notice, the channels provided by Verizon shall be made available to Verizon for such tests and adjustments as may be necessary to maintain them in satisfactory condition.

3.12 Interconnection with Other Carriers. IPL service furnished by Verizon may be connected with services or facilities or another participating carrier. Such interconnection may be made at a Verizon facility or at another participating carrier's facility, or at the premises of a Customer, joint user, or authorised user. IPL service furnished by Verizon is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the



facilities of Verizon and other participating carriers shall be provided at the Customer's expense. Upon the Customer's request and acting as its authorized agent, Verizon will attempt to make the necessary arrangements for such interconnection.

- 3.13 **Routing.** Verizon reserves the right to route data between Customer Site locations at its sole discretion.
- 4. **SERVICE LEVEL AGREEMENTS.** The Service Level Agreement (SLA), identified at the following URL applies: https://enterprise.verizon.com/service_guide/reg/cp_ipl_sla.htm.
- 5. **FINANCIAL TERMS.** Customer will pay the charges for International Private Line Services specified in the Agreement and at the following URL: <https://enterprise.verizon.com/service/cp-ipl-rates-charges.pdf>.
- 6. **DEFINITIONS.** The following definitions apply to International Private Line Services in addition to the definitions identified in the Agreement, and the administrative charge definitions at the following URL: www.verizonenterprise.com/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Customer Site	Customer's originating terminating address Country A and/or Customer's Distant End terminating address Country B, as applicable.
End-to-End Circuit	A service option in which Verizon has sole originating Customer Site to Distant End Customer Site service responsibility.
Extension Channel	Access used to provide the IPL service between the POP / facilities owned or operated by Verizon and the originating station.
Distant End	Describes Customers or locations in the Country B location receiving Distant End Carrier communications services or facilities.
Distant End Carrier	An entity operating in the Country B location that provides communication services or facilities.
Distant End Half Circuit	The portion of a point-to-point international circuit between the Distant End Customer Site and the Theoretical Mid-Point of the appropriate satellite, transoceanic cable or terrestrial cable as applicable.
Half Circuit	The portion of a point-to-point international circuit between the originating Customer Site and the Distant End Customer Site, and the Theoretical Midpoint of the appropriate satellite, transoceanic cable or terrestrial cable as applicable.
Local Access	The circuit between a Customer Site and a Verizon designated Point of Presence (POP).
MCI Legacy Company	Affiliate of Verizon that was an Affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States.
Normal Business Hours	Between 9.00am and 5.00pm on a business day.
Off-Net Access	Local access that is not wholly furnished via facilities owned or operated by Verizon or a Verizon affiliate.
Originating Half Circuit	The portion of a point to point international circuit between the originating Customer Site and the Theoretical Mid-Point of the appropriate satellite, transoceanic cable or terrestrial cable as applicable.

Service Term	The length of time specified on the application for IPL Service set out in the Service Attachment for which the Customer agrees to accept and Verizon agrees to provide the described IPL service, excluding the Distant End Carrier provided and invoiced circuit contracted between the Distant End Carrier and Customer as set out in the Service Attachment, as may be further set out in the Signed Contract.
Single-End Ordering (SEO)	Means an option of OSS where the Customer can order from Verizon the complete End-to-End Circuit.
Single-End Billing (SEB)	Shall mean an option of OSS where either Verizon will bill a Customer Site or the Distant End Carrier will bill the far end Customer Site for the End-to-End Circuit.
Theoretical Midpoint (TMP)	The theoretical halfway point that divides an international private line circuit into its representative halves.
Coordinating Carrier	The carrier, selected by OSS Customer, who will coordinate the overall quotation, accept the order from OSS Customer by providing all required order form(s) and secure OSS Customer's signature, coordinate circuit provisioning and maintenance, and upon OSS Customer request provide Single-End Billing (SEB) on behalf of the Participating Carrier(s).
Participating Carrier(s)	The carrier(s) other than the Coordinating Carrier who will be involved in the actual provisioning of the requested service, and may or may not directly interconnect with the Coordinating Carrier.
OSS Customer	The individual or entity who requests the OSS arrangement and who signs all form(s) that are required by the Coordinating and Participating Carrier(s).