

INTERNET DEDICATED SERVICE

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1. GENERAL

- 1.1 <u>Service Definition</u>. Internet Dedicated Service (IDS) provides connectivity to the Internet at the Internet Service Location.
- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Current Platform) and non-Optimized Service.
- 1.2 **<u>Standard Features</u>**. IDS includes the following standard features:
 - IP service with static or dynamic (BGP) routing.
 - Assignment of non-portable IP addresses (IPv4 and/or IPv6 protocol, upon request). IP addresses are provided by Verizon to be used by Customer for transporting Internet traffic with IDS.
 - Traffic reports via the Verizon Enterprise Center (VEC) online portal.
 - 7x24 hour customer support, monitoring and notification.
- 1.3 **Optional Features.** Customer may select any of the following features (subject to availability):
- 1.3.1 **Diversity.** With Diversity, Verizon provides a second equivalent Access Service for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- 1.3.2 **Domain Name Services.** Verizon offers primary and secondary domain name hosting services with IDS. Upon Customer request, Verizon will apply for and enter into a registry agreement to register domain names on Customer's behalf.
- 1.3.3 **RIPE Registration (Europe).** Upon Customer request, Verizon will register an Autonomous System Number and/or provider-independent IP address ranges with the relevant registry (<u>www.ripe.net</u>) on Customer's behalf, subject to applicable registry guidelines and policies.
- 1.3.4 Shadow Service (Non-Optimized Service Only). With Shadow Service, Verizon provides backup



access to its Network on a second equivalent Access Service for use in the event of an outage on the primary Service.

- 1.3.5 **Dynamic Network Manager (Optimized Service Only).** With Dynamic Network Manager, Customer can change and manage the IDS speed tiers through the VEC online portal or via an Application Program Interface.
- 1.3.6 **Distributed Denial of Service (DDoS) Shield for Internet Dedicated Services.** DDoS Shield for Internet Dedicated Services is a managed, cloud-based, service designed to monitor, intercept and remove significant amounts of malicious DDoS traffic targeting Customer's IDS. DDoS Shield for Internet Dedicated Services includes:
 - Detection: Analysis of inbound Internet traffic for IPv4 and IPv6 routable subnets.
 - Mitigation: As standard, redirection to mitigate detected DDoS attacks will initiated by Verizon. Customer may also specify a) redirection in the DDoS Shield Portal; b) contact the DDoS Shield Operations team to request redirection; or, c) self-initiate redirection using pre-configured BGP peering. Mitigation includes IPv4/IPv6 customer defined filters and controls accessed via the DDoS Shield portal.
 - Clean Traffic Return: Unless otherwise specified Verizon will use Multi Label Packet Switching Layer 3 Virtual Private Networking as a methodology to return clean traffic post mitigation. Customer may amend this to use GRE (Generic Route Encapsulation) tunnels and amend traffic return configurations to support multi-homed, load sharing and failover configurations via the DDoS Shield Portal.
 - Redirect Time Period and Service Overutilization. Service utilization to mitigate DDoS attacks is unlimited.
 - **Reporting:** Real time analytics of inbound traffic before and during a DDoS attack. During an attack, the service generates detailed interactive reporting that will be retained for 1 year.

1.3.6.1 **DDoS Shield for Internet Dedicated Services Additional Terms:**

- **Configuration.** Verizon will configure DDoS Shield for Internet Dedicated Services in accordance with its policies as reasonably practicable.
- Compliance. Absent terms to the contrary in the Agreement, DDoS Shield for Internet Dedicated Services is implemented without specific controls that may generally be required or customary in any particular industry, and Customer is solely responsible for determining that their DDoS Shield for Internet Dedicated Services level satisfies Customer's obligations. Customer shall not use IDS or DDoS Shield for Internet Dedicated Services in any manner that imposes a legal obligation on Verizon that is not specifically agreed to in the Agreement. If Customer fails to comply with the obligations in this provision, then (a) Customer shall take, at Customer's expense, prompt action to correct and/or mitigate the effects of such failure; (b) Customer shall reasonably cooperate with Verizon's response to such failure and (c) Customer shall be solely responsible for any reporting requirements under law or contract arising from such failure. If Customer orders DDoS Shield for Internet Dedicated Services, then Customer warrants to Verizon that Customer has all rights and consents necessary for Verizon to provide the service.
- Disclaimer. Verizon's entire liability and Customer's sole and exclusive remedies regarding DDoS Shield for Internet Dedicated Services (including, without limitation, relating performance) are set forth in the corresponding SLA for this feature. When utilizing DDoS Shield for Internet Dedicated Services during a DDoS attack, Verizon does not guarantee that only DDoS attack traffic will be dropped or that only legitimate traffic will be allowed to reach Customer. Verizon does not warrant that DDoS Shield for Internet Dedicated Services will prevent all possible threats and vulnerabilities, or that such services will render Customer's network and systems invulnerable to all security breaches and vulnerabilities. Customer agrees that DDoS Shield for Internet Dedicated Services (a) constitutes only one component of Customer's overall security program and is not a comprehensive security solution; and (b) is not guaranteed to be uninterrupted or error-free, or to meet Customer's requirements. Verizon is not responsible for third party hardware, software, or other products or services unrelated to and not specifically a



part of DDoS Shield for Internet Dedicated Services.

- Data Processing and Storage Locations. As part of providing DDoS Shield for Internet Dedicated Services, Verizon may transfer, store and process Customer Data in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities. By using DDoS Shield for Internet Dedicated Services, Customer consents to this transfer, processing and storage of Customer Data either in the United States or any other country in which Verizon or its agents and/or suppliers maintain facilities.
- Export Control. Customer represents and warrants that in connection with DDoS Shield for Internet Dedicated Services, Customer (a) will not provide Verizon access to export-controlled information without providing advance written notification to Verizon; and (b) is not subject to any government order suspending, revoking or denying privileges necessary for the performance of Customer's or Verizon's obligations under the Agreement.

2. SUPPLEMENTAL TERMS

- 2.1 <u>Speed Testing</u>. Verizon uses standard procedures to test the Access Service speed. Network latencies to speed test servers and other destinations on the Internet may vary e.g. by distance, routing, 3rd party IP networks and situations or events beyond Verizon's control.
- 2.2 <u>Bandwidth Shaping</u>. If Verizon provisions 'bandwidth shaping" overhead adjustments on the Ethernet interfaces at the Verizon Network for data transferred to Customer site, it may be necessary (for speed configuration purposes) for Customer to apply policies at Customer's site for data transferred to the Verizon Network to prevent packet loss due to Ethernet protocol overhead used within the Verizon Network (depending on Customer's traffic profile).
- 2.3 <u>Installation</u>. Installation of IDS will be performed Monday through Friday during Normal Working Hours, excluding holidays, as determined by Verizon. At Customer's request, Verizon will use commercially reasonable efforts to perform installation outside of Normal Working Hours for an additional charge. Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner.
- 2.4 <u>Mass Market Customers</u>. Mass-market customers, as defined by the Federal Communications Commission, should view important information regarding Network Management Practices and Service Performance information for the IDS service by visiting <u>www.verizon.com/about/our-company/open-internet</u>.
- 2.5 <u>Voice Over IP (VoIP) Restrictions</u>. Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Verizon Network. Customer shall comply with such regulations, as applicable.

2.6 Geographic Restrictions (India Only)

- 2.6.1 No Internet Telephony. Verizon's license from the Indian Ministry of Communications, Department of Telecommunications (DOT) requires Verizon to restrict use of IDS for Internet telephony. Customer shall not use, or permit others to use, IDS 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).
- 2.6.2 **Restriction on Encryption Functionality.** The use of encryption shall be govnered by the government policy/rules made under the Information Technology Act, 2000.



- 2.6.3 **End User Identification.** Customer acknowledges that DOT in India and other Indian governmental authorities may require Customer to identify the end users of IDS in order to monitor and prevent unlawful activity over the Verizon Network. Where Customer uses Wi-Fi connectivity in relation to IDS, Customer shall employ appropriate authentication processes to secure the Verizon Network and retain records of all authorized end users of IDS. Such records shall include sufficient details to permit DOT or other Indian governmental authorities to identify and locate end users.
- 2.6.4 Additional Documentation. Prior to the Activation Date, Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) using IDS in India, the Inspection Pro Forma document found at the following URL: https://www.verizon.com/business/service_guide/reg/pro-formas.htm
- 2.6.5 **Usage.** To the extent usage of the IDS requires it, Customer warrants that: (a) it and/or its Indian Affiliate (or other end user) is an OSP as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the DoT on June 23, 2021, as amended from time to time; and (b) it an/or its Indian Affiliate (or other end user) will comply with all regulatory requirements applicable to OSPs.
- 2.7 Internet Protocol Assignments. Customer will utilize at least 80% of any IPv4 addresses obtained from any source prior to Customer's request for IP addresses for a new circuit order or for additional resources supporting an established circuit. Customer will utilize at least 80% of the requested IP addresses within 12 months of the point of issuance of the requested IP addresses. Customer acknowledges that IP addresses assigned to them will (a) be associated with the Internet Service Location, (b) remain non-portable, and (c) will be returned to Verizon upon circuit termination.
- 2.8 <u>**Cross Border Connection.</u>** Customer acknowledges that where IDS is used in conjunction with a Cross Border Connection, IDS:</u>
 - (a) may be impacted to the extent its functionality depends on location;
 - (b) is provided in and compliant with the laws of the country on the Internet Service Location. Customer represents and warrants that it, and its end users, when using the IDS, will at all times comply with all applicable laws and regulations in the countries of both the Customer Site and Internet Service Location, and will assist Verizon where required in its compliance obligations; and
 - (c) will only be used for: (i) the primary purpose of being an access to or a component of its global corporate communications network; and (ii) where necessary, for the secondary purpose of access to the public Internet by its employees for business related purposes such as using cloud based business applications. IDS with Cross Border Connection usage is not permitted for guest WiFi.
- 2.9 <u>Access to IDS</u>. IDS requires either Verizon-provided Access Service, which connects the Customer site to the Internet Service Location, or Customer-provided access, which involves a cross-connect from the Customer-provided access to the Verizon IP Network. If Customer purchases Access Service from Verizon, Customer acknowledges that Access (i) must be purchased separately and (ii) is offered as an interstate telecommunications service with different tax and surcharge treatment from IDS, including eligibility for FUSF.
- 2.10 <u>Toll Bypass.</u> The Parties will not use IDS to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where IDS is used.
- 2.11 **China IP Transit**. Customer will use a maximum of 2% of the IDS bandwidth for China IP Transit ("Acceptable China IP Transit Bandwidth"). "China IP Transit" means the traffic routed via the direct interconnections between the Verizon IP hubs in the Asia-Pacific region (e.g. Hong Kong, Singapore, Tokyo) and Third Party providers in the People's Republic of China ("China") including, but not limited to, China Unicom, China Telecom and China Mobile. IDS bandwidth means: (i) Port speed for pricing plan Tiered; and (ii) Bandwidth Commitment for Burstable pricing plans. Verizon may monitor the Customer's actual China IP Transit usage. In any month, if Verizon observes that the China IP Transit exceeds the Acceptable China IP Transit Bandwidth, based on 95 percentile



samplings, Verizon may request Customer to upgrade their service to a higher bandwidth so that their Acceptable China IP Transit Bandwidth no longer exceeds the maximum of 2% of their IDS bandwidth. If the Customer does not agree to an upgrade within 30 days after receiving such notice, Verizon reserves the right to terminate the IDS service.

(SLA). 3. SERVICE LEVEL AGREEMENT The SLA for IDS is forth set at: www.verizon.com/business/service guide/reg/cp ids plus sla.pdf (or other URL designated by Verizon). Verizon's records and data are the basis for all SLA calculations and determinations. The SLA Services DDoS Shield for Internet Dedicated is set forth for at: www.verizon.com/business/service_guide/reg/ddos-shield-ids-sla.pdf.

4. FINANCIAL TERMS

4.1 <u>Optimized Service</u>. Customer will pay the charges for Optimized IDS specified in the Order, including those below and at the following URL: 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 activity.

Administrative Charges	Charge Instance	NRC
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Port	\$800.00
Expedite	Per Port	\$1,000.00
After Hours Installation	Per Port	\$1,000.00
Pending Order Change	Per Order	\$60.00
Physical Change	Per Order	\$60.00
Reconfiguration	Per Port	\$300.00

Customer selects from one of the following IDS pricing plans. Customer may change to a different pricing plan, once per calendar month per IDS, at any time after the Service Activation Date.

- 4.1.1 **Tiered.** With Tiered, Verizon provides IDS at the Customer-selected speed.
- 4.1.2 **Essential.** With Internet Dedicated Essential, Verizon provides IDS at the Customer-selected speed without a Service Level Agreement.
- 4.1.3 **Burstable.** With Burstable, Customer may subscribe to a Bandwidth Commitment which is less than the selected IDS speed. Customer may burst traffic up to the selected IDS speed. Customer requested changes for Burstable Bandwidth Commitments or changes to the Burstable Aggregation Group will be implemented on the first day following the end of the billing cycle if feasible but in any event no later than the first day of the billing cycle thereafter. Customer may select one of the following Burstable pricing plans:
 - <u>Burstable Select</u>. If Customer's Measured Use Level is greater than Customer's Bandwidth Commitment per IDS for any month, Customer will pay the price for each Mbps over the circuit's respective Bandwidth Commitment.
 - <u>Burstable Aggregation</u>. Customer may associate multiple IDS services together as a Burstable Aggregation Group and will designate a Master Site within each defined group. Customer will pay the overage price based on the Master Site rates for each Mbps over the sum of Measured Use Level in a month above for the sum of the Bandwidth Commitments within Burstable Aggregation Group.
- 4.2 <u>Non-Optimized Service</u>. Customer will pay MRCs and NRCs for non-Optimized IDS as specified in the Order including those below and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. In addition, online pricing



for Services provided by a U.S. Verizon entity is at: <u>www.verizon.com/business/service_guide/reg/cp_internet_dedicated_services.htm</u>.

5. **DEFINITIONS.** The following definitions apply to IDS, in addition to those identified in the Master Terms and the administrative charge definitions at: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Access Services	A service to connect a Customer to the edge of the Internet Service Location (as purchased separately pursuant to separate Service Terms).
Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring an overage charge.
BGP	Border Gateway Protocol – A standardized network routing protocol.
Burstable Aggregate Group	A group of IDS services aggregated together for the purpose combining the Measured Use Level for the aggregated circuits for the Burstable Aggregation service.
Cross Border Connection	Means the Customer Site and the Internet Service Location are located in different countries as indicated on the Order.
Geographic Diversity	A feature that directs the second Customer Access Service to a different Internet Service Location.
Internet Service Location	Means the country/location where the Internet Port which connects to the Verizon IP Network is physically located.
IP	Internet Protocol
Master Site	The IDS services within a Burstable Aggregate Group that determines the overage Mbps price. There can only be one Master Site designated per Burstable Aggregate Group.
Measured Use Level	To calculate Customer's "Measured Use Level," Verizon samples Customer's IDS usage periodically throughout a given month. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest five percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Verizon took 100 samples of Customer's 100 Mbps IDS in a given month and Customer's highest six samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.35 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month.
Port	An entrance to and/or exit from a network.
Router Diversity	A feature that directs the second Access Service to a different switch or router within the same Internet Service Location.
SIP	Session Initiation Protocol – a standardized signaling protocol for VoIP.