CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES

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Part I: Rates and Charges.

1. Customer will pay all charges for the System and CPE Services as set forth in the Contract or Agreement, as applicable.
   1.1 Service Provider. The products and services under these Service Terms and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
   1.2 Landed Costs. Customer will pay charges including but not limited to any and all import duties, freight, shipping, and delivery charges or charges arising in connection with the delivery of the System, as well as tax charges, if applicable (collectively "Landed Costs"). The invoice for Landed Costs may be delivered as a separate invoice.
   1.3 Quoted Charges. Customer will pay the charges stated on Verizon’s documentation of a Service Order for a System or CPE Services provided that the charges are current. For purposes of this provision, “current” means (a) for CPE Services and for a System quoted in the same currency that the ordered System or CPE Services has been purchased in (the “Vendor Currency”), that the charges were first quoted within 45 days of the Service Order’s acceptance; (b) for a currency that is not the Vendor Currency that the charges were first quoted within 14 days of the Service Order’s acceptance; for charges first quoted between 15 and 45 days of order submission, charges may be adjusted to reflect currency changes up to the time of Service Order acceptance. Verizon will not change a Customer’s quote based on any non-currency-related change (e.g., the underlying vendor’s price) for 45 days in any case.
   1.4 Re-initiation Fees. Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-initiation fees.

2. Service Orders with Verizon Communications Technology (Beijing) Pte Ltd.
   2.1 FAPIAO. Verizon shall use all commercially reasonable efforts to issue a tax invoice ("fapiao") together with its commercial invoices issued hereunder. However, Charges shall be payable upon issuance of the commercial invoice regardless as to whether Verizon is able to issue a fapiao. Verizon shall be deemed to have discharged all its obligations, and shall no longer be liable to Customer, with regards to the fapiao once Verizon has sent the fapiao to Customer. Customer shall be deemed to have received the fapiao and the commercial invoice on the delivery date thereof.
   2.2 Consolidated Invoicing. Unless otherwise agreed by Verizon, all charges pursuant to a Service Order and any other service orders that may be contracted from time to time by Customer and Verizon which are subject to local Renminbi billing will be consolidated into a single monthly invoice against the Customer billing account nominated by Verizon and advised to Customer.
   2.3 Credits. In case Customer is entitled to a credit under the contract, such credit will be applied against the next monthly charges and reflected in that next month’s commercial invoice and, if fapios have previously been issued, in the next month’s fapiao.
   2.4 Errors and Omissions. At the request of Verizon, Customer shall cooperate with Verizon to address any errors or omissions which in the reasonable opinion of Verizon affect a previously issued invoice and/or fapiao and Customer shall return within 5 Business Days from a written request made by Verizon any such original invoice or fapiao.

Part II: Service Description and Requirements.

1. CPE and CPE Services. Customer may place a Service Order for the purchase of CPE and Software (individually and collectively the “System”) pursuant to the terms hereof. Where available, Customer may also order CPE Services. CPE Services may be detailed in a SOW or a specific CPE Service schedule ("Schedule"). Terms for CPE Services may be further supplemented by service descriptions, end user license agreements and terms set forth by the respective equipment manufacturer, third party supplier, finance entity, or other third party providing services to Customer (collectively and individually referred to as "Third Party Services Agreement") generally available on their respective websites or set forth herein. Any such SOW, Schedule and applicable Third Party Services Agreement shall become incorporated as part of the Contract.
   2. Customer Responsibilities. As applicable for System or CPE Services orders and as offered by each region,
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Customer will:

2.1 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.

2.2 Provide suitable building facilities for the System including but not limited to equipment rack space, ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with applicable electrical codes, regulations, and laws, including but not limited to electrical, building, safety, and health and as required by Verizon and manufacturer specifications, as applicable.

2.3 Provide a suitable environment in which the System can operate, including, but not limited to, necessary power conditioning, heating, cooling, humidity and dust control, and accessibility for the System as required by Verizon and manufacturer specifications.

2.4 Remove existing equipment or cables that interfere with the provision of CPE Services.

2.5 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the CPE Services. If during the provision of CPE Services, Verizon encounters any concealed or unknown condition not expressly set forth in an SOW, and such condition affects the charges or schedule for performance of CPE Services, the charges and/or the schedule will be equitably adjusted using the Change Order procedure.

2.6 Customer will provide System interconnection requirements, non-Verizon transport, out of band connectivity, and carrier circuit facilities, as required, including obtaining telephone service for testing where necessary or authorize Verizon, at Customer’s expense, to make service requests upon third parties for such System requirements, pursuant to a letter of authorization or similar document.

2.7 Upon Verizon’s request, where Customer has purchased maintenance from third parties, Customer will authorize Verizon to engage such third party on behalf of Customer pursuant to a letter of authorization or similar document.

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

2.9 Cooperate with Verizon's requests for assistance.

2.10 Be responsible for providing adequate back-up of data and software and for restoring data and software to any system that is or may be impacted by a CPE Service, including but not limited to drivers applications, and operating systems as required prior to Verizon provision of the CPE Service.

2.11 Be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.

2.12 Be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of CPE Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the System or CPE Services and will require a Change Order.

2.13 Designate a single point of contact (“SPOC”) who will be 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 its performance under these Service Terms or the applicable SOW, including, but not limited to, making available appropriate personnel to work with Verizon as Verizon may reasonably request.

2.14 Provide, at no charge to Verizon, office space and equipment, including but not limited to copy machines, fax machines and modems, high speed Internet access and adequate secure area for storage of related equipment.

2.15 Comply with all obligations set forth in any applicable Third Party Services Agreements.

2.16 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 CPE 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. CPE Deployment Services. Where available, Verizon can provide CPE Deployment Services as described in this section below. Verizon will provide CPE Deployment Services in accordance with any applicable Service Order, these Service Terms, and any applicable SOWs. Verizon will furnish all supervision, labor, equipment, materials and supplies required to complete CPE Deployment Services.

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3.1 **Basic Staging.** Verizon will stage and then ship a System to Customer designated locations as shown in the applicable Service Order. Verizon will work remotely with the SPOC to coordinate staging and delivery of the System and activation of Verizon maintenance, if applicable. Staging occurs within the location designated by Verizon in cooperation with Customer. Verizon will, as applicable, unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system changes, apply Customer-provided asset tags, power-up test, repackage, and ship.

3.2 **Enhanced Staging.** For Enhanced Staging, Verizon will configure the System with Customer provided configurations in addition to the activities of Basic Staging.

3.3 **Installation.** After completion of the Basic or Enhanced Staging services, as applicable, Verizon will deliver the System to the Customer designated locations as shown in the applicable Service Order and install the System on Customer-provided racks or other facilities. Verizon will verify System power-up and operation of network interfaces. No demarc extension is provided with Installation. Remote activation of the System and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with Installation.

3.4 **Equipment Implementation.** In addition to the activities shown in the “Installation” section above, for Equipment Implementation Verizon will install Service Equipment required for the relevant Verizon Managed Network Services including out of band access devices, routers, switches, wireless access points, etc. Verizon will also perform on-site tests to ensure equipment, circuit configurations, management applications are properly working and interface with Verizon Managed Network Services to ensure management applications are properly applied, operational, and ready for remote Verizon Managed Network Services remote support.

3.5 **Custom.** Custom Services are provided pursuant to an SOW for System implementations beyond or different than provided by Staging, Installation, or Equipment Implementation.

3.6 **MAC (Move, Add, Change).** Verizon will verify equipment power-up, operation of network interfaces at Customer's designated locations as shown in the applicable Contract. No demarc extension is provided with MAC. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with MAC. MACs are:

3.6.1 **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer location and then install the same equipment in the new designated Customer location within the same building as shown in the applicable Contract. Customer must provide packaging to protect the equipment to be moved.

3.6.2 **Add.** Adds are available via Installation service described above.

3.6.3 **Change.** For changes, Verizon will deliver the System components and/or software required to implement the requested change to the Customer designated location as shown in the applicable Contract.

3.7 **De-installation.** For De-Installation, Verizon will de-install equipment at Customer's designated locations as shown in the applicable Contract. Verizon will power down and pack equipment in Customer provided packaging. At Customer's request and expense Verizon will move the equipment to a new location within the same building but will not unpack or re-install the equipment. Premises cables will be left in place and not removed or changed. Equipment or packaging disposal is not included as part of De-installation.

3.8 **CPE Deployment Service Provisions.**

3.8.1 **CPE Deployment Services are available within the 48 contiguous United States.** CPE Deployment Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.

3.8.2 **CPE Deployment 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"). Work extending beyond Business Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for CPE Deployment Services. Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date"). Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.

3.8.3 **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.

3.8.4 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.

3.8.5 Customer will have 5 Business Days after the In-Service Date to test the System (the “Test Period”). Customer may indicate its approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means (“Customer Acceptance”), which Customer Acceptance will not be unreasonably withheld. Customer will document any issues with the System 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 System for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for a System will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for a System occurs upon Customer Acceptance.

3.9 Customer Responsibilities. As applicable, Customer is responsible to:

3.9.1 Provide configuration(s), and asset tags as required;
3.9.2 Provide licensed copies of operating system and applications software, as applicable;
3.9.3 Install or re-install software not provided by Verizon. Customer has all responsibility for such software (e.g., charges and license fees, version level maintenance and upgrade, resolution of problems, etc.) unless otherwise provided in an SOW;
3.9.4 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.
3.9.5 Properly dispose of or in the European Union return to Verizon for disposal as per Verizon’s instructions, of all decommissioned equipment in accordance with applicable law.
3.9.6 Comply with Verizon’s reasonable instructions for the modification of Customer’s equipment, at Customer’s own expense, to enable Installation of the System. If such modification has occurred, Verizon has no obligation to restore that Customer Site.

4. Customer Furnished Equipment. Equipment furnished by Customer (“CFE”) is Customer-provided and Verizon-approved equipment outlined in a detailed bill of materials (“BOM”) provided by Customer and approved by Verizon from time to time.

4.1 CFE Installation. For CFE Installation services, a Verizon technician installs Customer provided equipment on Customer-provided racks, backboards, or other facilities. Verizon will verify equipment power-up, operation of network interfaces. No demarc extension is provided with CFE Installation. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with CFE Installation. CFE Installation is performed at Customer designated locations as shown in the applicable Contract.

4.2 Customer Responsibilities. Customer will:

4.2.1 Complete the BOM with the detailed information required by Verizon including manufacturer’s part number, description, and quantity.
4.2.2 Obtain CFE from the equipment providers.
4.2.3 Notify Verizon in writing (including email), and ship CFE to the Verizon-designated facility with the Verizon-provided inbound delivery number and according to the shipping instructions and Customer-provided BOM.
4.2.4 Work with CFE equipment and maintenance providers, as required, to cause the repair or replacement of any missing, defective or damaged CFE, including CFE “dead on arrival” at the Verizon facility.
4.2.5 Provide for CFE support and maintenance each site, unless the applicable Service Order provides for support and maintenance.

4.3 Verizon Responsibilities. Verizon will:

4.3.1 Review Customer’s BOM for completeness and provide the necessary shipping address, shipping instructions, and inbound delivery number.
4.3.2 Acknowledge Customer’s CFE shipments when received.
4.3.3 Notify Customer in the event no CFE inventory exists to support a new order.
4.3.4 Provide Basic Staging, Enhanced Staging, or Installation for CFE, as applicable.
4.3.5 Credit Customer for the repair or replacement cost, or provide repaired or replaced CFE, for any loss or damage of CFE that occurs when Verizon has risk of loss.

5. CPE Solutions Financing Program Options. Where available, Customer may obtain use of a System and/or CPE
Service from Verizon or a third party finance company (the "Monthly Recurring Plan," or "MRP") or directly through a third party of Customer’s choice ("Third Party Leasing/Financing"), each as provided below.

5.1 Monthly Recurring Plan. The following terms and conditions apply to Contracts by a Customer for the right to i) use a System with a monthly recurring payment and, when applicable, ii) receive the provision of CPE Services. A quote will be provided to Customer indicating the terms and conditions related to a specific transaction prior to the issuance of any Service Order for a System or CPE Services for MRP. When Customer accepts the quote, a Service Order will be issued for Customer’s review and acceptance. The quote and Service Order will both show the System or CPE Service elements, location of such System or CPE Services, associated monthly recurring charges, whether a TPFC, as defined below, has been engaged for each System or CPE Service element, and the Financing Commitment (as defined below). Notwithstanding any no-sign SOF acknowledgement ordering or similar process, Customer will indicate its acceptance of the Service Order by its physical signature on such Service Order. Customer will upon request provide formal evidence of the signatory’s power to sign the Service Order on behalf of Customer (as appropriate for the relevant jurisdiction, for example, a certificate of incumbency, trade register extract or power of attorney).

5.1.1 MRP General Terms.

5.1.1.1 With MRP, Customer will have the right to use Systems and be provided with CPE Services, (when applicable), as indicated on the quote and Service Order as Monthly Recurring Plan. The Service Order will also indicate whether title to the System will be held by Verizon or by a third party financing company, including a Verizon Affiliate ("TPFC") by stating “TPFC Engaged” for each System or CPE Service element where Verizon is acting as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP and title to the System is being held by the TPFC.

5.1.1.2 Customer may only use a System on a Customer Site or co-located in Verizon’s facilities. The System must be dedicated to use for Customer’s benefit and only for Verizon services in accordance with Verizon’s reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon for an additional cost provided by a Service Order. After a move, modification or relocation, the MRC for the System may change as a result of tax or other considerations from such move, modification or relocation and such change will be shown on the Service Order. Systems may not be moved across international borders. MRP requires Customer to purchase Verizon Maintenance Service or Verizon Warranty Service, Enhanced Staging and Installation, where available and as applicable.

5.1.1.3 Pursuant to the “Verizon Assignment Under MRP” section below, Verizon reserves the right in its sole discretion to assign certain of its rights, remedies, obligations, and/or pledge or otherwise grant a security interest in certain of its receivables, with respect to a System to the TPFC including the right to exercise remedies contained therein directly against Customer. Notwithstanding such assignment, Verizon will continue to interact directly with Customer on behalf of the assignee TPFC as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP, subject to the provisions of the “Events of Default” section below becoming operative. Customer will receive written notice at such time when, or if, the assignee TPFC will exercise such assigned rights directly with Customer. A credit check of Customer may be conducted at any time and, at such time, Customer will provide any financial, System and CPE Service-related information reasonably requested by Verizon.

5.2 Direct Third Party Leasing/Financing Option. Where available, Customer may obtain a System and/or CPE Service from Verizon through a direct financing arrangement with a third party financing company approved by Verizon pursuant to the terms of a Schedule and/or other relevant terms provided by such third party. Notwithstanding any terms provided by such third party, Customer will remain responsible for performance of all of its obligations under these terms. In the event the third party financing company fails to pay for the System and/or CPE Services in accordance with the terms of the financing agreement, purchase order or any other terms between such third party financing company and Customer related to a Service Order, Customer shall pay Verizon directly.

6. Maintenance Service. Verizon will provide Maintenance Services where available in accordance with these Service Terms.


6.1.1 If, i) Verizon did not install the equipment or software intended to be covered by maintenance, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the equipment or software for more than 60 days, then the equipment or software must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such equipment or software is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating
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environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or equipment or software and remove it from the Maintenance Service. If the equipment or software is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment or software at Verizon's then current time and material rate.

6.1.2 In the event the manufacturer of the System covered by maintenance, discontinues a piece of the System, and/or the associated support of such System, Verizon will only be obligated to provide the Maintenance Services on the affected System for the period of time that the manufacturer continues to support such System. At the end of such period Verizon will cease to support such System in accordance with the service description, but will use commercially reasonable efforts to provide Maintenance Service on the affected System until Customer upgrades or replaces such System. In such case, Verizon reserves the right to impose additional charges on Customer for Maintenance Service (e.g., for manufacturer imposed charges or additional level of effort).

6.1.3 Maintenance Services that include repair or replacement of System components will be provided with new or like new parts, as applicable, to restore the System to the level of working condition existing prior to the fault or problem; provided, however that, unless Customer provides the most current configuration, the software will be configured to the level that was last implemented by Verizon.

6.1.4 If Verizon determines that the trouble identified is a Customer network condition instead of a problem with the System covered under Maintenance Service, and if Verizon has preapproved written authorization Verizon will coordinate the resolution of the trouble and charge its then prevailing time and material labor rate to coordinate the resolution.

6.1.5 Maintenance Service is available for Systems located within a specified service area related to a Verizon facility or an authorized Verizon service provider's facility. Verizon reserves the right to charge Customer its then prevailing labor rate for travel to Customer locations that are outside of the specified service area.

6.2 Customer Responsibilities.

6.2.1 Customer will allow Verizon (using reasonable efforts to do so without undue delay or undue impact to Customer's network) to suspend normal operations of the System to inspect, test and/or repair it.

6.2.2 Remote connectivity for diagnostic purposes is a prerequisite for all applicable Systems covered by a Maintenance Service. Customer must provide connectivity, as specified and approved by Verizon, to the maintained System or Maintenance Service response times will be void. Customer further agrees that if Customer does not provide remote connectivity into the applicable System the following applies:

6.2.2.1 If Verizon is required to dispatch an engineer to Customer's site to troubleshoot an outage, Customer may incur a time and material charge at Verizon’s then current rate.

6.2.3 Customer will notify Verizon immediately in writing in the event that any substantial or material modifications are made to Customer's network, and shall provide Verizon with such information as it may reasonably request, in order for Verizon to perform the Maintenance Service. In the event such modifications to Customer's network or any of its component parts causes Verizon to incur any increased burden in its performance of the Maintenance Service, Customer acknowledges and agrees that Verizon may increase the fees upon prior written notice to Customer.

6.2.4 In the event Verizon or the manufacturer ships a replacement part to Customer, Customer is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Verizon within 15 Business Days of receipt of the replacement part. If Verizon does not receive the defective part within 15 Business Days, Customer may be billed for the list price of the replacement part.

6.2.5 Customer must maintain back-up copies of the original software, current platform configurations, and operating system. Such back-up copies must be available to Verizon when requested to aid in troubleshooting and/or problem resolution. For Systems which are not managed by Verizon, Verizon's only responsibility is to re-load the configuration file as provided by the Customer and Customer is responsible for trouble-shooting and resolving problems with the System configuration files.

6.2.6 Customer may only move, modify, relocate or in any way interfere with the System that is under maintenance (or any words or labels on the System) with Verizon’s prior written approval. Customer will not cause the System to be repaired or serviced except by an authorized representative of Verizon or its subcontractors.

6.3 Exclusions. Maintenance Service does not include:

6.3.1 Additions, changes, relocations, removals, operating supplies or accessories.

6.3.2 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than
6.3.3 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network or to other Customer equipment. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data contained therein.

6.3.4 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.

6.3.5 Repair or maintenance or increase in normal service time resulting from Customer’s failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.

6.3.6 Loss or recovery of Customer Data.

6.3.7 Upgrades, enhancements or new releases of software or firmware, and configurations, except as specifically indicated in the Contract, these Service Terms and any service description.

6.3.8 Operator, system administrator and end user training except as specifically identified.

6.3.9 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the Contract or the applicable SOW.

6.3.10 Services resulting from Customer installation, configuration or other Customer changes to device software.

6.3.11 Application development, scripting, software backups, software customization, application evaluation or troubleshooting, and engineering services.

6.3.12 Damage to the System which is caused by (a) the act or omission of Customer or Customer's breach of the terms of the these Service Terms; or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer’s equipment. Verizon is not liable for any costs incurred arising out of any malfunction or failure of any such equipment or facility.

6.4 **Maintenance Service Provisions.**

6.4.1 **Term and Termination.**

6.4.1.1 Maintenance Services will become effective 30 days after Verizon accepts Customer’s Maintenance only Service Order as applicable and shall remain in effect for the period set forth in the Service Order as applicable (“Maintenance Service Period”). After the Maintenance Service Period, and if Customer has not renewed for a new Maintenance Service Period, Verizon or Customer may terminate the Maintenance Service upon not less than 60 days prior written notice and the Maintenance Service will be provided at Verizon’s then current undiscounted rate, unless terminated in accordance with this Attachment.

6.4.1.2 Customer may terminate the Maintenance Service during the Maintenance Service Period (in whole or in part) only for default as defined in this Attachment. If Customer has pre-paid the Maintenance Service and terminates the Maintenance Service (in whole or in part) prior to the end of the applicable term due to Verizon default, Customer will be reimbursed for the unused portion of the terminated Maintenance Service, less any discount received unless a relevant Third Party Services Agreement or Maintenance Service provided via a third party through Verizon does not allow for such reimbursement.

6.4.2 **General Maintenance Service Terms.**

6.4.2.1 The determination to order maintenance replacement parts is made by Verizon.

6.4.3 **Verizon Maintenance.** “Verizon Maintenance” means Verizon will do the following:

6.4.3.1 Use commercially reasonable efforts to isolate any problems with the System following receipt of Customer's notification that the System is inoperative.

6.4.3.2 Investigate trouble reports initiated by Customer and repair or replace, at Verizon’s sole discretion, any of the System which fails to meet the manufacturer’s published operating specifications for the System.

6.4.3.3 Replace Systems it determines needs to be replaced with equipment of like kind and functionality from a manufacturer of Verizon’s choice at the time of replacement (“Exchange Unit”). Before replacing the System, Verizon will attempt to contact Customer to schedule the replacement. The replaced unit will be returned to Verizon at Verizon’s expense. For Systems to which Customer holds title, upon replacement, Customer will obtain title to the Exchange Unit and Verizon will obtain title to the replaced System.

6.4.3.4 **Maintenance Takeover Service.** “Maintenance Takeover Service” means Verizon will provide
Verizon Maintenance for CPE supplied by Customer (rather than ordered from Verizon) and identified in a Service Order accepted by Verizon (“Customer-supplied CPE”). Verizon approval of Customer-supplied CPE is required before ordering. For purposes of Maintenance Takeover Service, Customer-supplied CPE will be treated as a System.

6.4.3.5 Verizon Maintenance Reporting. Customer may request that Verizon provide network equipment reports, where available. To facilitate the generation of the reports, Verizon will work remotely with Customer SPOC to coordinate the configuration and deployment of collection software on the designated Customer provided server (“Collector”) which must meet the manufacturer’s requirements at time of deployment. Customer will provide remote VPN to support the data collection. Customer understands and agrees that Customer network information will be transmitted and used to generate reports. Customer can request Verizon to remotely disable collection features or uninstall Collector software, at which time Verizon will no longer be able to provide this reporting service.

6.4 Verizon Warranty Service is a replacement service provided during Business Hours. Verizon will provide next business day parts replacement of certain defective, non-critical peripheral or endpoint equipment (e.g., IP phones, modems, etc.) using new, like new, or refurbished parts or equipment of like kind and functionality. Verizon will remotely assess the equipment and if Verizon validates the equipment is defective, Verizon will authorize and ship replacement equipment. Customer is responsible for installing the replacement equipment. Equipment covered by Verizon Warranty Service will be identified in the applicable quote.

6.5 CPE Related Assessment Services. Verizon will provide on site assessment services in accordance with one or more SOWs, which are incorporated herein by reference (hereinafter “CPE Related Assessment Services”).

Part III: Terms and Conditions.

1. Change Orders. Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes to the System or CPE Services under these Service Terms and any Service Order or any applicable SOW (“Change Orders”). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as Service Orders are accepted. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.

2. Risk of Loss. Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer Site, and ii) when Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import). Customer shall provide notice of loss or damage to the System as soon as Customer receives notice of such loss or damage.

2.1 Risk of Loss for Customer Furnished Equipment. Risk of loss or damage to CFE passes to Verizon upon the earlier of i) delivery of the CFE (including portions thereof) to the Verizon-designated location, and ii) when Verizon takes shipping responsibility. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer upon the earlier of i) delivery of the CFE (including portions thereof) to the Customer-designated location, and ii) when Customer takes shipping responsibility.

3. Resale Title and Security Interest. For Customer purchases where the System is purchased and delivered within the same jurisdiction and Verizon is incorporated in such jurisdiction, Verizon will retain title to the applicable System elements until full payment for the same has been rendered. Upon final payment, title will pass to Customer. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System. For other purchase transactions, title to the System will pass to Customer at time of shipment of the System from Verizon’s or its third-party vendor’s warehouse to Customer, or at the time indicated on the Service Order (including attachments to the Service Order) if different from the time of shipment. Terms and conditions for title and security interests for MRP transactions are located in and subject to the “Title and Security for Systems Under MRP” section below. As between Verizon (including its suppliers) and Customer, Verizon (or its ultimate suppliers or licensors, as applicable) retains all right, title and interest in and to all software provided by Verizon. Until final payment is received from Customer, Customer grants Verizon a security interest or lien in the System, or similar or equivalent interest pursuant to local law, and agrees that Verizon may file all documents necessary to perfect that interest. At Verizon’s request, Customer will provide all assistance required for the enforceability of retention of title. Upon final payment Verizon will release its security or other interest.

3.1 Title for Customer Furnished Equipment. Title to CFE remains with Customer at all times.

4. Delivery. In those jurisdictions where Verizon has an established legal presence and except as otherwise provided in the Contract, delivery of the System will be “DAT/DAP”, “Delivered At Terminal/Delivered At Place”, to the
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Customer’s sites as defined by “Incoterms 2010” published by the International Chamber of Commerce, together with the terms and conditions set forth herein.

5. **Import of Equipment.** Customer will provide such assistance to Verizon as may be necessary in connection with the importation of the System into the countries in which the Customer sites are located, and as required in accordance with local regulations. Such assistance may include but not be limited to acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number. Upon becoming the importer of record, Customer may be subject to the obligations placed on 'Producers' as defined and set out in the Waste Electrical and Electronic Equipment Directive 2002/96/EC or any equivalent local directive or regulation, or the relevant local legislation implementing the provisions of any such directive or regulation.

6. **Cancellation.** Prior to Customer Acceptance, either party may cancel a Service Order or a SOW for convenience, in whole or in part. A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Service or System has reached toward such acceptance, which may include charges: (i) for all System elements and CPE Services provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Contract, and (iii) a minimum restocking fee of 35% of the price of the System, as shown on the applicable Service Order or SOW, for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon.

7. **Termination.** Subject to the “MRP Service Terms and Conditions” section below, after Customer Acceptance, either party may terminate a Service Order for CPE Services for convenience, in whole or in part upon 30 days prior written notice to the other party. If a CPE Service is terminated by Customer pursuant to this section, 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 due under the Service Order if not terminated and any expenses incurred by Verizon. Where multiple SOWs are associated with these Service Terms, the termination of one or fewer than all of the SOWs will only affect the terminated SOWs, and any additional SOWs will remain in effect.

7.1 **Termination for Cause.** If either party fails to perform material terms of these Service Terms and (i) such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party; or (ii) if such failure cannot reasonably be cured within such 30 calendar days, and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within 90 calendar days following written notice, then the non-defaulting party may suspend its performance of and/or terminate the affected CPE Services or System order to which the default pertains. Upon termination of such CPE Service or System order, Customer is liable for any unpaid charges for the terminated CPE Service incurred up to the time of termination of such CPE Service and for any System element provided up to such termination. These Service Terms will not be terminated, and will continue in effect, with respect to all other CPE Services and Systems that are not the subject of such default. Termination of any CPE Service or System will be in addition to and not in substitution of any other rights and remedies available to the non-defaulting party under these Service Terms applicable law, or otherwise.

8. **Confidentiality.** Notwithstanding any contrary term in the Contract and consistent with applicable law, Verizon may disclose the terms of these Service Terms, in whole or in part, to: (a) Verizon Affiliates; (b) Verizon's or Verizon's Affiliate suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon Affiliate products or services, including the financing thereof, under or in connection with these Service Terms; (c) successors in interest to Verizon or Verizon Affiliates (by merger or otherwise); and/or (d) persons to whom Verizon or Verizon Affiliates may sell all or part of their respective businesses or assets.

9. **Warranty.** Verizon warrants it will perform the CPE Services provided by Verizon under these Service Terms in a good and workmanlike manner. Unless otherwise set forth herein or in an SOW, Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by such manufacturers which are capable of being transferred or passed through.

9.1 **UNAUTHORIZED ACCESS.** IN ADDITION TO DISCLAIMERS IN THE AGREEMENT, VERIZON WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON’S OR CUSTOMER’S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

9.2 **Third Party Services.** Verizon is not the provider of Third Party Services, as defined below, therefore Verizon provides no warranties, guarantees and assurances of quality that apply to Third Party Services but will transfer or pass through to Customer the benefit of any and all third party warranties on the same terms as offered by such third parties which are capable of being transferred or passed through. THE WARRANTIES SET FORTH...
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IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTEMPERPERMITTED BY LAW. Notwithstanding the foregoing, Verizon warrants that the System will be free from defects for 12 months from delivery (the “Warranty Period”). Should the System become defective within this period, Customer shall initially only be entitled to subsequent performance. For the purpose of such subsequent performance Verizon will be subject to receiving notification of the defect within the Warranty Period, comply with the obligations set out in the third party supplier's warranty supplied with the System or otherwise repair or replace the System within a reasonable time period. All other warranty claims regarding the System may only be asserted if subsequent performance has failed. Verizon does not give a warranty for merely immaterial deviations from the agreed condition of the System and fitness for any particular purpose. Customer shall examine the System without undue delay upon delivery with respect to the amount, condition and quality. Obvious defects must be reported to Verizon within 10 Business Days; claims for warranties for such defects shall be excluded thereafter.

10. Limitation of Liability.
  10.1 ENTIRE LIABILITY. SUBJECT TO THE “EXCLUSIONS” SECTION OF THE CONTRACT, VERIZON'S AND ANY VERIZON ASSIGNEE’S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S AND ANY VERIZON ASSIGNEE’S NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE CONTRACT.
  10.2 EXCLUSIONS. VERIZON AND ANY VERIZON ASSIGNEE’S WILL BEAR NO LIABILITY FOR USE OF THE SYSTEM OR CPE SERVICES PROVIDED UNDER THIS ATTACHMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON AND ANY VERIZON ASSIGNEE’S WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT EQUIPMENT.
  10.3 Acknowledgement. Customer and Verizon acknowledge that the warranties, limits on liability and exclusions set out in these Service Terms fairly allocate the risk between Customer, Verizon and any Verizon assignee and are reflected in the charges for the System and/or CPE Services.

11. Insurance.
  11.1 Coverage. Customer shall maintain in full force and effect, at its own cost and expense, during the Service Commitment, the following insurance coverage:
  11.1.1 Commercial General Liability insurance with a minimum combined single limit of $2,000,000 per occurrence for bodily injury and property damage and $2,000,000 general aggregate including but not limited to premises-operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury.
  11.1.2 Commercial Automobile Liability insurance with a minimum combined single limit of $2,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased and hired vehicles.
  11.1.3 Workers’ Compensation in compliance with the statutory requirements of the state(s) of operation and Employer’s Liability with a minimum limit of $1,000,000 each employee-accident/each employee-disease/policy limit. 
  11.1.4 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. The required minimum limits of coverage shown above, however, will not in any way restrict or diminish company's liability under this agreement.
  11.1.5 Errors & Omissions liability in the amount of $2,000,000 each claim covering the acts, errors or omissions of Customer under this agreement.

11.2 Additional Insured. All insurance coverage required herein, excluding Workers' Compensation, Employer’s liability and Errors & Omissions liability shall name Verizon Communications Inc., its Affiliates and Subsidiaries as additional insured by means of an unrestricted endorsement to the above policies with regard to any liability arising out of Customer’s operations, products or completed operations.

11.3 Policies. All policies required herein shall (i) contain waivers of subrogation in favor of Verizon (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Verizon (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the jurisdiction in which the work is to be performed (iv) must have an A.M. Best rating of A-; VII or better.

11.4 Certificates. Prior to commencement of work, Customer shall provide Verizon with certificate(s) of insurance that evidence the coverage required by this agreement. Verizon shall receive 30 days prior written notice of intent to non-renew, cancellation or material adverse change, except 10 day notice for nonpayment of premium...
shall apply. In the event any of the above policies is cancelled, Customer shall immediately submit
documentation to Verizon verifying that Customer has obtained alternative insurance in conformance with
these Service Terms.


12.1 Verizon CPE Services Indemnity. Except as provided below, Verizon will defend Customer against any
claim, suit, action or proceeding alleging that the purchase or use by Customer of any CPE Services infringes
a valid U.S. patent or copyright (“Services Claim”), and Verizon will indemnify and hold harmless Customer
against any and all finally awarded costs and expenses, including attorneys’ fees, in connection with any such
Services Claim.

12.1.1 If the use of any CPE Services is enjoined or subject to a Services Claim, Verizon may, at its option
and expense, either procure for Customer the right to continue to use the affected CPE Services,
replace the affected CPE Services with substantially equivalent, non-infringing service, or modify the
affected CPE Services so that it becomes non-infringing. In the event that none of the foregoing options
is commercially reasonable, Verizon may terminate the CPE Services.

12.1.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim
or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to
Customer or, with the exception of Verizon, any agents, contractors, or suppliers acting on behalf of
Customer; (ii) any combination, use or operation of any CPE Services with equipment or services
provided by Customer or any third party; (iii) any addition to or modification of the CPE Services by
Customer, any third party or Verizon at Customer’s request; (iv) use of other than the then current
unaltered release of any Verizon-provided software used in the CPE Services provided Verizon has
made such release available to Customer; (v) any equipment, system, product, process, method or
service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer
prior to the supply of the CPE Services to Customer hereunder; (vi) functionality provided by Verizon at
the direction of Customer, its agents, employees, or other contractors (including the provision of
functionality in accordance with technical specifications provided by Customer); or (vii) use or operation,
by Customer, its agents, employees or other contractors, of CPE Services other than as specified in
these Service Terms.

12.2 Sole and Exclusive Remedy. The foregoing states the entire obligation of Verizon to Customer and is
Customer’s sole and exclusive remedy with respect to any claim of infringement of any intellectual property
right of any kind, including the manufacturer’s(s’) or owner’s(s’) indemnities applicable to the CPE and software
that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other
warranties and obligations with respect thereto.

12.3 Indemnity. Each party (the “indemnitor”) will defend, indemnify, and hold harmless the other party (the
“indemnitee”) against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries,
including death, and for damages to real or tangible personal property to the extent caused by the negligent or
otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance
of these Service Terms.

12.4 Contingencies. The defense and indemnification obligations set forth in this clause are contingent upon (1)
the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or
causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the
defense of the same, and (3) the indemnitee’s full cooperation with the indemnitor in defense of the claim,
including providing information and assistance in defending the claim. Nothing herein, however, will restrict
the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause
of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the
indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other
than payment of money that will be fully paid by the indemnitee under sections above) without indemnitee's
prior written approval.

13. Disclosure Indemnification. If Customer fails to identify and disclose to Verizon concealed Customer equipment,
wiring or conditions, as required under these Service Terms, then Customer will defend and hold Verizon harmless
from any claim, damage or liability resulting from a failure to disclose this information.

14. Hazardous Substances. Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that
it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable
hazardous waste or environmental law or regulation) at any location where Verizon is to perform CPE Services
under these Service Terms. If during such performance Verizon employees or agents encounter any such
substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or
other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure
limit for the protection of workers. Verizon may suspend performance under these Service Terms until the removal
or containment has been completed and approved by the appropriate governmental agency and Verizon.
Performance obligations under these Service Terms will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate by virtue of law, without Court intervention, delay, or other formality and liability, these Service Terms, a Service Order, or an SOW at Verizon's option. Upon such termination, Customer will permit Verizon to remove any System that has not been accepted, will reimburse Verizon for expenses incurred in performing these Service Terms, Service Order, or SOW until termination (including but not limited to expenses associated with such termination, such as removing a System, terminating leases, demobilization, etc.), and will complete payment for any portion of a System or CPE Services that has been accepted.

15. Export and Legal Compliance. Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided under the Contract is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations of the United States or other relevant jurisdictions (collectively, “Export Laws”). Without limiting the generality of the foregoing the parties further agree:

15.1 Customer shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by Customer under these Service Terms without first complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.

15.2 Customer shall not conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable Export Laws, nor any entity that is involved in an end use prohibited under Export Laws including but not limited to chemical or biological weapons proliferation of nuclear or missile technology proliferation, in either case without complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.

15.3 Customer shall cooperate with and provide all necessary information to Verizon in order to facilitate full compliance with all trade-related laws and regulations.

15.4 Unless prohibited by law, Customer agrees to provide notice to Verizon of trade compliance related communications received from and/or actions taken by government export officials and/or customs authorities, as relate specifically to the System and/or CPE Services provided herein by or to Customer. Notice shall be provided to Verizon within 10 days of receiving the above referenced communications or notice of actions to be taken by government officials. Such notice shall include the details of any pending investigation and to what extent Verizon items, hardware, technology, or services are involved.

15.5 Customer further agrees to release, hold harmless, defend, and indemnify Verizon, its officers, directors, shareholders, agents, and employees, from and against any claims, breaches of the representations, costs, damages, penalties, fines or liabilities (including attorneys fees) arising out of, or in connection with any violation or alleged violation by Customer of Export Laws.

15.6 Verizon may refuse to proceed with any transaction contemplated hereunder where it determines such transaction may violate Export Laws. The obligations in this clause survive the expiration or early termination of these Service Terms.

16. Order of Precedence. In the event of conflicts among the terms of the Agreement, a Contract, an SOW and any Schedule, the following order of precedence will apply: (i) the Schedule; (ii) a Contract; (iii) the Agreement (and within the Agreement the Service Terms will take precedence over the Master Terms); and (iv) the SOW.


18. Third Party Services. In addition to the terms of the Contract, any third party maintenance and services will be provided on a Subscription basis in accordance with (i) the Third Party Services Agreement generally available on their respective websites or attached as an exhibit and (ii) the relevant terms and conditions of these Service Terms, specifically excluding the termination of convenience provisions in the first sub clause of the “Termination” section in this Part III, above. A subscription (“Subscription”) means the agreement by which Customer purchases, and Verizon resells, certain CPE Services provided by third parties (“Third Party Services”). The charges and/or the terms and conditions applicable to the Subscription(s) may change at Customer's renewal or extension of such Subscription(s). Information concerning some Third Party Services Agreements is provided below, however, additional Third Party Services Agreements may be provided from Verizon from time to time as required by a Service Order.

18.1 Cisco Services. When ordering Cisco products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at http://www.cisco.com/go/servicedescriptions/ or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco’s Software License Agreement, available via the web URL shown above. Further, Customer agrees to the terms and conditions of Cisco’s Software License Agreement.
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18.2 Juniper Services. When ordering Juniper products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at http://www.juniper.net/support/guidelines/990216.pdf or other URL as provided by Juniper Networks from time to time.

18.3 Polycom Services. When ordering Polycom products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at http://www.portal.polycom.com or other URL as provided by Polycom from time to time.

18.4 Riverbed Services. When ordering Riverbed products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at http://www.riverbed.com/license or other URL as provided by Riverbed from time to time.

18.5 Sonus Services. When ordering Sonus products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at http://www.sonus.net/en/solutions/services/maintenance-plans and http://www.sonus.net/en/software-support-service or other URL as provided by Sonus from time to time.

18.6 MobileIron. MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer’s premise, or in data center space controlled by a third party, located within the United States.

18.7 AirWatch. AirWatch software is subject to the manufacturer’s license and support terms and conditions, which are available at http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf (the “AirWatch EULA”). Customer’s acceptance of a Service Order containing AirWatch software represents agreement to license such AirWatch software under the AirWatch EULA. Maintenance and Support is included as part of manufacturer’s subscription license plan or at an additional annual fee under a perpetual license model as shown in a Service Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software. Additional licenses can be purchased under a separate or supplemental Service Order.


19.1 Greece. For CPE Services and Systems provided in Greece, for the avoidance of doubt, Verizon shall bear the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force. 

19.2 Italy. For CPE Services and Systems provided in Italy, in accordance with articles 1341 and 1342 of the Italian Civil Code, Customer acknowledges to have carefully read the entire text of this Attachment and hereby specifically approves the provisions contained in the following Clauses of the Attachment: Part I: Rates and Charges; Part II: “Customer Responsibilities”; Part III: “Risk of Loss”; “Resale Title and Security Interest”; “Delivery”; “Import of Equipment”; “Termination”; “Confidentiality”; “Warranty”; “Limitation of Liability”; “Insurance”; “Hazardous Substances”; “Third Party Maintenance Services”; “Export and Legal Compliance”; “Order of Precedence”.

19.3 Austria, Germany, and Switzerland. For CPE Services and Systems provided under Austrian, German, or Swiss Law, until full payment for the System has been rendered to Verizon, Customer will (i) not obliterate any identifying mark on the System or its packaging (ii) at Verizon’s request mark the System as being the sole property of Verizon, or a TPFC, as applicable. 

19.4 Turkey.

19.4.1 Notice of Termination and Default. Termination, suspension or cancellation of an Order provided in Turkey by Customer shall be valid only upon at least 30 days prior written notice of such termination, suspension or cancellation to Verizon with the requested termination date falling on the last day of the following calendar month. Notice of default by either Verizon or Customer in Turkey pursuant to these Service Terms will be served on the non-defaulting Party either: (i) through a notary or (ii) by registered mail with an acknowledgement of receipt of such notice.

19.4.2 Paper Invoices. Invoices for CPE Services and Systems for Turkey will be sent to Customer in hard copy paper form.

19.4.3 No Retention of Title; Bank Guarantee. The terms in Part III “Resale Title and Security Interest” nor any other term herein granting to Verizon a post-transfer retention of title in a System shall apply where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title shall pass to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

19.5 Encryption.

19.5.1 Service Orders in relation to CPE for use in India (Restriction on Encryption Functionality). Customer understands and acknowledges that in accordance with the licenses and with statutory guidelines which govern the provision of the Service by Verizon in India, Customer is not allowed to employ encryption on any equipment (including CPE and Customer Equipment) which is directly or
indirectly connected to the Network in India. Customer must ensure that any encryption equipment connected to the Network for specific requirements has the prior evaluation and approval of the Department of Telecommunications or officer specially designated for the purpose. Customer hereby indemnifies and hold harmless Verizon, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of a failure by Customer to comply with the restrictions described in this clause or as otherwise imposed by the licenses or statutory guidelines from time to time.

19.5.2 Service Orders in relation to CPE for use in China (Restriction on Encryption Functionality). This clause shall only apply to CPE containing encryption features which will be delivered and used by Customer in the People's Republic of China. Use of CPE containing encryption features in China is regulated by the State Encryption Management Commission ("SEMC"). Customer shall obtain and maintain all necessary permits, licenses and authorizations ("Permits") necessary for the use of the CPE at all relevant times. Verizon does not warrant or make any representations that the Permits for the use of the CPE will be granted by the SEMC.

19.5.3 Service Orders in relation to CPE for use in Poland (Notification Requirements for Encryption). When Customer serves as the importer of record for Verizon-provided System. Customer is responsible for obtaining all authorizations or permits for the import of such System into Poland including but not limited to submitting any required "Notification of the Intended Import," or "Intra-EU Transfer of Dual-Use Items Used for Telecommunications," or for "Information Security with the Polish Internal Security Agency" (the "Agencja Bezpieczenstwa Wewnetrznego").

19.6 IPT Covenants in Asia Pacific ("AP").

19.6.1 Toll Bypass in AP. The System and the underlying network service upon which the IP Telephony ("IPT") is provided cannot be used to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where any part of the underlying network service or the System is used.

19.6.2 PSTN Interaction in AP. The underlying network service and the System may permit egress/ingress to/from the local PSTN for international IPT sessions only in Australia, the EU member countries, Switzerland, Japan, Korea, Singapore and the United States (the "PSTN Countries"). In all other countries (the "Excluded Countries"), the international communications capabilities of the System and underlying network service can only be used for on-net-to-on-net sessions among a pre-defined set of end-users located at Customer and Customer Affiliate premises or connected via secure connection to a pre-defined PC/laptop ("Closed User Groups"). Customer and Customer's Affiliates shall prevent use by the general public, and the System and underlying network service cannot be used to provide any part of a 'for-hire' telecommunications service.

19.6.3 Third Party Solutions in AP. In the event that Customer desires to connect a Verizon IPT solution with a third party's IPT solution not under Verizon management or control, Customer must ensure that the third party IPT functionality complies with all the terms hereof.

19.6.4 Indian Requirements. In India, if any of the users are in call centers or network operation centers, engaged in business process outsourcing, tele-marketing, tele-education, tele-medicine, tele-trading, or provision of e-commerce services, Customer must obtain Other Service Provider ("OSP") registration from the Indian Department of Telecommunication covering said activities and associated infrastructure prior to use of the CPE or the underlying network service.

19.6.5 Indemnity for Service in AP. Customer shall comply and shall cause each of its Affiliates and any direct or indirect users of the System or the underlying network service to comply with the terms this "IPT Covenants" section and Customer will indemnify, defend and hold Verizon and its Affiliates harmless for breach of any of the IPT Covenants section conditions by it or any of its Affiliates or any direct or indirect user of the System or underlying network service.

19.6.6 Information. Customer agrees to cooperate with Verizon to provide any relevant information regarding Customer's IPT solution to any national regulatory authority upon their request, and Customer shall provide compliance certifications in form and substance acceptable to Verizon upon request.

20. Additional Service Terms and Conditions for the provision of CPE and CPE Services.

20.1 MRP Service Terms and Conditions.

20.1.1 Term. The term of the financing commitment for each System ("Financing Commitment") is specified in the related Service Order as a "Service Commitment" and commences on Customer Acceptance. Except in the case of Cause attributable to Verizon, Customer’s payment obligation as provided in the Service Order for such System and CPE Service is absolute and unconditional after Customer Acceptance, without set-off, abatement, or deduction. Customer hereby further waives any recoupment, cross-claim, counterclaim, or any other defense at law or in equity to any such payment or other amount
20.1.2 **Customer Acceptance.** In addition to the Customer Acceptance procedures in the “CPE Deployment Services” section, Customer must indicate its acceptance of the System by a Customer-authorized signature on the Verizon-provided acceptance document; provided, however, that if Customer has not signed the acceptance document and has not provided written notification of an issue, Customer Acceptance for a System will be deemed to have occurred upon the expiration of the Test Period. In any case, Customer’s acceptance shall be irrevocable.

20.1.3 **Title and Security for Systems Under MRP.** With MRP, Customer will not have title to the System or any sub-element thereof. Verizon, or a TPFC will have title. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System for Verizon services. In the event that MRP is determined by a court to be an extension of credit, Customer hereby grants a security interest in Customer’s title, ownership, and interest, now existing and hereafter arising, in and to any System, including all insurance, warranty, and chattel paper arising out of a System to secure payment of all amounts due. Verizon or a TPFC may, at its option, perfect ownership in a System by filing a registration or financing statement (e.g., in the United States, a Uniform Commercial Code filing) naming Customer as the debtor and identifying the ownership or security interest in the System, as applicable.

20.1.4 **Verizon Assignment Under MRP.** When the assignee TPFC holds title to a System, Verizon will, at Customer Acceptance, assign certain of its rights with respect to such System and related CPE Service, each as indicated on the Service Order, to such TPFC assignee, including without limitation: (a) the right to receive a portion of the payments due hereunder that relate to the System and CPE Services under MRP; (b) the benefits of (i) any indemnity and/or limitations of liability with respect to the System and CPE Services, and (c) Customer’s representations and warranties with respect to the System and CPE Services, in either case contained herein or in the Master Terms; and (c) in the case of a Customer Event of Default (as defined below), the right to enforce on its own behalf any of its assigned rights, including the right to enforce payment of amounts relating to the System and CPE Services, or to take possession of or enforce title to the System. Such assignment of rights in relation to the TPFC’s interest with respect to such System and related CPE Service is nonexclusive and Verizon reserves any rights and benefits relevant to Verizon’s interests in such System and related CPE Service. Customer’s execution of the Customer Acceptance indicates Customer’s consent to such assignment.

20.1.5 **Event of Loss.** Customer will promptly notify Verizon in writing if any item of the System becomes unfit or unavailable for use (e.g. lost, stolen, damaged, or destroyed) (an “Event of Loss”). Customer may choose to repair or restore the System to the condition it had prior to such Event of Loss, or replace such damaged System with Like Equipment, as defined below, each at Customer’s cost and expense. Otherwise, Customer will pay to Verizon within sixty (60) days after such Event of Loss the System Casualty Value (as defined below) associated with such System as of the date of the Event of Loss, and title to the damaged System will pass to Customer upon such payment. “Like Equipment” is equipment which (a) has been manufactured by the same manufacturer as the System; (b) is of the same type and model as the System (or the manufacturer’s equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; (c) has an equal or greater market value as the System Element replaced by Like Equipment; and (d) meets all requirements for the System as set forth in the Service Order or herein. “System Casualty Value” is an amount equal to (i) the present value of all remaining MRC for such System, or element thereof, from the date of the Event of Loss through the end of the Financing Commitment, discounted at an annual rate of 3%, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or element thereof, as provided by Verizon promptly after receipt by Verizon of a notice of Event of Loss.

20.1.6 **Customer Responsibilities.**

20.1.6.1 **Condition of the System.** Customer will ensure that the System is covered by Verizon Maintenance for the duration of the Financing Commitment or any renewal thereof.

20.1.6.2 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or individual element thereof, or any right or obligation hereunder as it relates to the System or CPE Services or any rights or obligations with respect thereto, (b) provide a right of use of any of the System and CPE Services to any person other than Customer, (c) permit the System and CPE Services to be under the dominion and control of any other person or party, other than Customer, or any maintenance provider acting on behalf of Customer other than Verizon or (d) create, incur, or permit to exist any security interest, lien or encumbrance with respect to any of the System.

20.1.6.3 **Insurance.** For Systems under MRP, Customer shall obtain and maintain for the duration of
the Financing Commitment, including any extension thereof, at its own expense, commercial
general liability insurance, and special risk insurance against loss or damage to the System
as a result of fire, explosion, theft, vandalism and such other risks of loss as are normally
maintained on equipment of the type financed hereunder by companies carrying on the
business in which Customer is engaged, in the minimum amount of the full replacement cost
value, in such form and with such insurers as shall be satisfactory to Verizon. Each insurance
policy shall name Customer as insured and Verizon and its successors and assigns as
additional insureds and loss payees thereof as their interests may appear and if applicable,
and shall provide that it may not be cancelled or materially altered without at least thirty (30)
days' prior written notice thereof being given to Verizon (or ten (10) days (fourteen (14) days
for Contracts under Swiss Law) in the event of non-payment of premium). Customer shall
provide Verizon with a certificate of insurance evidencing the coverage required by these
MRP terms. Where applicable, if at any time Customer fails to provide the necessary
insurance and Customer does not provide insurance from another insurance company, the
foregoing insurance may be provided on behalf of Customer at Customer's sole cost and
expense, i.e., “forced place” insurance.

20.1.7 **Hold Harmless.** Customer agrees to indemnify and hold Verizon and its assignees harmless from any
and all liability, loss, damage, expense, and causes of action arising from or based upon the System
under MRP, or actual or alleged use of same except, with respect to Verizon, for action, suits, claims
or judgments arising from Verizon’s negligence in providing Services other than MRP.

20.1.8 **Events of Default.** The following shall constitute a “Customer Event of Default” under these MRP
terms and Cause under the Master Terms: (i) failure by Customer to pay any amounts due under these
MRP terms; (ii) Customer fails to maintain insurance as required under these MRP terms or to pay for
“forced place” insurance; (iii) failure to return a System to Verizon as provided herein; or (iv) if applicable,
bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar
proceedings are instituted by or against a Customer or any guarantor of a Customer, or all or any part
of such person’s property, under the United States Federal Bankruptcy Code or other law of the United
States or of any other jurisdiction in which Systems are located or being used or in which the Customer
is incorporated, and, if such proceeding is brought against such person, it consents thereto or fails to
cause the same to be discharged within sixty (60) days after it is filed; or (v) prerequisites for filing a
motion to open insolvency proceedings or a rehabilitation proceedings with respect to the Customer
have been satisfied, or a motion to open such proceedings has been filed by Customer’s creditor and
was not dismissed within 60 days from filing; or (vi) Customer or any guarantor of Customer terminates
its existence by merger, consolidation, sale of substantially all of its assets or otherwise, unless the
surviving entity or purchaser of such assets assumes all liabilities of the Customer hereunder and
is (1) approved in writing by Verizon (after receipt of written approval from the TPFC) prior to such termination
or sale, which approval shall not be unreasonably withheld, conditioned or delayed, or (2) of a credit
rating as rated by Standard and Poor’s of BBB- or better or by Moody’s Investors’ Service of Baa3 or
better after such sale or termination. Customer shall reimburse Verizon for all reasonable and
necessary charges, costs, expenses and attorney’s fees incurred by Verizon or the assignee in
exercising any remedy against Customer hereunder.

20.1.9 **Termination.** Notwithstanding any other provision in these Service Terms, in the event of any
termination of MRP by Customer for convenience or for any other reason (including without limitation
Customer’s invocation of a Force Majeure Event pursuant to a Contract or the Agreement) except for
Cause, or in the event of any termination by Verizon for Cause, Customer will pay to Verizon (i) an
amount equal to the aggregate of all remaining monthly recurring charges for the System as set forth
in the Service Order from the date of termination through the end of the Financing Commitment
discounted at an annual rate of 3%, plus (ii) in the case of TPFC financing, the fair market value (as of
the date of termination for the System as provided by Verizon promptly after termination), or regardless
of financing entity, return of the System as provided below. Customer agrees that as between Verizon
and Customer Verizon shall have the right to determine which portion of Customer’s MRP charges
represents Services and which represent the System.

20.1.9.1 **Return of Equipment.** Upon any termination of MRP, Customer shall return the System at
its expense, to Verizon or Verizon’s designee, and such returned System shall be shipped to
be received: (i) no later than 15 Business Days after the termination is effective; and (ii) at the
location as provided in writing by Verizon and in the condition provided below. If Customer
fails to return the System within the above time period, then such failure shall constitute a
“Customer Event of Default” hereunder and Cause under the Master Terms.

20.1.9.2 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee,
Verizon will cause the System to be inspected and certified acceptable for the manufacturer’s maintenance service. If any of the System is not in good repair, condition and working order, ordinary wear and tear excepted, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing such System up to such status, but not in excess of the System Casualty Value.

20.1.10 End of MRP Financing Commitment. At the end of the Financing Commitment, the term will continue until terminated by either party, with or without Cause, effective 90 days after written notice of termination is given to the other party. Upon such termination, Customer shall return the System as provided in “Termination” within this section, above.

20.1.11 Disputed Claims. Notwithstanding the Dispute Resolution provision in the Agreement, a TPFC is entitled to enforce, outside of arbitration, all rights held by or assigned to such TPFC following the negotiation period applicable to Disputed Claims (as defined in the Agreement), unless Verizon or such TPFC determines in its sole discretion to submit the issue to arbitration and notifies the Customer in writing within thirty days following the end of such negotiation period. Nothing herein or in the Agreement shall be construed to preclude immediate enforcement outside of arbitration by a TPFC of its rights to enforce its of security interests in the event of a Customer Event of Default.

20.1.12 Property Taxes. In addition to any Taxes or Governmental Charges, Customer will pay to Verizon the amount of any personal property taxes incurred on the System. Such personal property taxes will be included in the charges shown in the Service Order, provided however, that changes to such taxes (e.g., for tax rate increases) may require that a new Service Order be issued.

20.1.13 No Warranties or Representations. Under MRP, Verizon or its assignee makes no warranty or representation, express or implied, including but not limited to fitness for a particular purpose, merchantability, quality, design, condition, capacity, suitability or performance of the System, the material and workmanship thereof or as to intellectual property rights, it being agreed that all such risks as between Verizon and Customer are to be borne by Customer alone and at Customer’s expense. For the avoidance of doubt, Verizon will transfer or pass through to Customer the benefit of any and all manufacturer warranties for the System on the same terms as offered by such manufacturers which are capable of being transferred or passed through. To the extent deemed applicable and to the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a “lessee” under section 2a-508 through 2a-522 of the United States uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a “lessee” as such sections may be applied to MRP.

20.2 CPE Deployment Services Terms and Conditions in the United States.

20.2.1 Warranty.

20.2.1.1 Voice Equipment. In addition to other applicable warranties contained herein, for voice Systems installed by Verizon, the warranty period begins on the In-Service Date and continues for 12 months.

20.2.1.2 CPE Deployment Services Warranties. Verizon warrants that any cables and connectors between the System and any other equipment on Customer’s premises that are provided by Verizon will be in good working order for a period of thirty days after installation unless the failure of such cables and connectors is caused by Customer’s misuse or abuse.

20.2.1.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.

20.3 Customer Furnished Equipment Terms and Conditions. Verizon is not responsible for implementation delays, loss, or damage to equipment when equipment is shipped to Verizon without a detailed BOM or inbound delivery number or to the extent CFE shipments are not consistent with the BOM.

20.4 Maintenance Terms and Conditions.

20.4.1 Verizon reserves the right to change the rates, terms and conditions of Maintenance Service under these Service Terms to be effective upon the commencement of any renewal term and without formal amendment of these Service Terms by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer will provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the maintenance service will terminate upon expiration of the then-current term. Verizon may terminate the Maintenance Service at the end of the then current term upon 60 days written notice. Otherwise the Maintenance Service will continue to be provided at the then current undiscounted rate. If Customer has pre-paid the Maintenance Service and terminates prior to the end of the term, Customer will be reimbursed for the unused portion of the Maintenance Service, less any applicable cancellation charge and discount received unless a relevant Third Party Services Agreement does not allow for such
reimbursement.

20.4.2 **Verizon Maintenance Terms.** Verizon warrants that Verizon Maintenance and Maintenance Takeover Service will be performed in a good and workmanlike manner. CUSTOMER’S SOLE REMEDY FOR A BREACH OF THIS WARRANTY IS FOR VERIZON TO REPERFORM THE DEFECTIVE WORK.

20.5 **CPE Related Assessment Services Terms and Conditions in the United States.**

20.5.1 **Term of Services.** The CPE Related Assessment Services will commence as set forth in the applicable SOW and will continue in effect for the period of time required for Verizon to provide such CPE Related Assessment Services, or otherwise as specified in such SOW.

20.5.2 **Warranty.** Verizon warrants that it will perform the CPE Related Assessment Services hereunder in a good and workmanlike manner and substantially in conformity with the applicable SOW. VERIZON PROVIDES AND/OR LICENSES ALL DELIVERABLES TO CUSTOMER “AS IS”. VERIZON’S SOLE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY WILL BE RE-PERFORMANCE BY VERIZON OF ANY NON-CONFORMING CPE RELATED ASSESSMENT SERVICES.

20.5.3 **Developed Information.** Unless otherwise set forth in a SOW, the parties acknowledge and agree that Verizon will at all times retain and have sole and exclusive title to and ownership of all (i) deliverables, documentation and information provided by Verizon to Customer under or in connection with a SOW, whether provided in hard-copy or electronic form, including, without limitation, all methodologies, processes, programs, tools/templates, software, templates, specifications, techniques, data, presentations, studies, compositions, marketing collateral, training programs and materials, analyses and assessments, and (ii) works of authorship, inventions, discoveries, concepts, ideas, designs, methods and information, whether or not patentable or copyrightable, developed, acquired, made, conceived or worked on by Verizon or any of its employees and agents, either solely or jointly with others, in connection with the performance of services under or in connection with a SOW.

20.5.4 **General Provisions.** During the term of the CPE Services and for a period of 6 months after their completion, Customer agrees not to employ or solicit for employment, directly or indirectly, or to permit its agents, contractors or others contemporaneously performing services for Customer to employ or solicit for employment, directly or indirectly, any of Verizon’s employees involved in the provision of CPE Services under the applicable SOW.

**Part IV: Definitions.**

1. In addition to the Online Definitions, the following service-specific definitions apply:

<table>
<thead>
<tr>
<th>Definitions</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Asia Pacific (AP)</td>
<td>Includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.</td>
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**Part V: Schedules.**

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<thead>
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<th>Description</th>
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<td>Cisco Technology Migration Program Schedule</td>
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<td><strong>Cisco Schedule</strong> for non-U.S. Services</td>
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<tr>
<td><strong>Avaya Schedule</strong> for U.S. Services</td>
<td>Avaya Products, Maintenance And Professional Services Schedule</td>
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<tr>
<td><strong>Avaya Schedule</strong> for non-U.S. Services</td>
<td>To Customer Premises Equipment And Related Services+</td>
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