Verizon Voice Over IP +

Part I: Rates and Charges
Part II: Service Description and Requirements
Part III: Terms and Conditions.
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Part I: Rates and Charges.

1. **VoIP Service – All Regions.** Monthly recurring charges (“MRCs”) and non-recurring charges (“NRCs”) and other rates and charges specific to each VoIP Service type or feature are described below or set forth in the Contract or in the Customer’s Service Order (“SOF”), as applicable. Rates and charges for VoIP Service, including MRCs, that are designated as “fixed for the Term” are subject to change if VoIP Service is subjected to regulation by any government or U.S. State, or if U.S. Federal regulation of VoIP Service affecting such rates and charges is expanded. Charges applicable to administrative and supplemental services for all VoIP Service types are set forth in the table immediately below.

<table>
<thead>
<tr>
<th>Administrative and Supplemental Services</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expedite Fee</strong></td>
<td>(Where quoted in U.S. dollars, amounts will be billed in the invoice currency.)</td>
</tr>
<tr>
<td>During Normal Working Hours</td>
<td>$700.00 per event per location</td>
</tr>
<tr>
<td>Outside Normal Working Hours</td>
<td>$1,050.00 per event per location</td>
</tr>
<tr>
<td><strong>Cancellation</strong> (cancellation of VoIP Service post-Order, prior to completion of Installation)</td>
<td>$500.00 per location</td>
</tr>
<tr>
<td><strong>Service Establishment Fee</strong></td>
<td></td>
</tr>
<tr>
<td>During Normal Working Hours</td>
<td></td>
</tr>
<tr>
<td>1 – 500 telephone numbers</td>
<td>$125.00 per location</td>
</tr>
<tr>
<td>&gt; 500 telephone numbers</td>
<td>$500.00 per location</td>
</tr>
<tr>
<td>Outside Normal Working Hours</td>
<td></td>
</tr>
<tr>
<td>1 – 500 telephone numbers</td>
<td>$187.50 per location</td>
</tr>
<tr>
<td>&gt; 500 telephone numbers</td>
<td>$750.00 per location</td>
</tr>
<tr>
<td><strong>Dispatch Charge</strong></td>
<td></td>
</tr>
<tr>
<td>For dispatch of Verizon technician to make Customer-requested changes – charged per occasion:</td>
<td></td>
</tr>
<tr>
<td>During Normal Working Hours</td>
<td>$700.00 per event</td>
</tr>
<tr>
<td>Outside Normal Working Hours</td>
<td>$1,050.00 per event</td>
</tr>
<tr>
<td><strong>LNP (Singapore only)</strong></td>
<td></td>
</tr>
<tr>
<td>SGD10 per ported number if Service Commitment Period is less than two years. No charge if Service Commitment Period is two years or more.</td>
<td></td>
</tr>
<tr>
<td><strong>Service Change Fee</strong></td>
<td></td>
</tr>
<tr>
<td>During Normal Working Hours</td>
<td></td>
</tr>
<tr>
<td>Simple</td>
<td>$125 per event per location</td>
</tr>
<tr>
<td>Complex</td>
<td>$300 per event per location</td>
</tr>
<tr>
<td>Outside Normal Working Hours</td>
<td></td>
</tr>
<tr>
<td>Simple</td>
<td>$187.50 per event per location</td>
</tr>
<tr>
<td>Complex</td>
<td>$450.00 per event per location</td>
</tr>
</tbody>
</table>

2. **VoIP IP Trunking Service and IP Integrated Access Service.** VoIP IP Trunking Service and IP Integrated Access Service are available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges will apply for International calls, “National” calls, certain Local features, directory assistance, and
Tiered Pricing – Simultaneous Calling Capacity Charge. Customer will pay an MRC, which is fixed for the Term, per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer’s enterprise), an allotment of inter-enterprise VoIP calls (termination is non-VoIP and/or outside Customer’s enterprise – includes “long distance” or “National” calls, as applicable), based on Customer's tier election, and local calling if Local service is offered in the affected region and purchased by Customer. Overage charges will apply for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates.

2.2 Metered Pricing – Simultaneous Calling Capacity Charge. Customer will pay an MRC, which is fixed for the Term, per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one (1) unit must be purchased for each hub and remote location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer’s enterprise) and local calling if Local service is offered in the affected region and purchased by Customer, while inter-enterprise VoIP calls (termination is non-VoIP and/or outside Customer’s enterprise – includes “long distance” or “National” calls, as applicable) are billed a per-minute charge. Calls to international locations can also be made but are billed at metered rates.

2.3 Equipment and Access  
2.3.1 In addition to the charges set forth above, Customer will pay the applicable charges for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of A LA CARTE pricing.

2.3.2 A LA CARTE pricing does not include Verizon Internet Dedicated, Ethernet, or Private IP Service which must be purchased separately by Customer as transport for use with VoIP IP Trunking Service or IP Integrated Access Service.

3. Invoicing and Payment  
3.1 Monthly Invoices. Customer will receive a monthly invoice for VoIP Service covering the following:
   - PSTN Charges (where applicable) billed monthly in arrears;
   - Equipment Services Charges billed monthly in advance;
   - Usage/overage charges for Long Distance and International calls billed monthly in arrears;
   - Optional Feature Charges and Concurrent Call Charges billed monthly in arrears. Billing for Network Voicemail will commence on the first invoice date following automatic implementation of a voicemail box; and
   - Administrative and Supplementary charges in arrears.

3.2 IP Service Order. All charges for Customer’s related IP Service will be payable in accordance with Customer’s applicable IP Service Order.

3.3. Basis for Calculation. All charges shall be calculated by reference to data recorded or logged by Verizon and not by reference to any data recorded or logged by Customer, nor by reference to any information provided by Verizon to Customer for information purposes only.

Part II: Service Description and Requirements.

1. General Description of Service. Voice over IP is a portfolio of Voice over IP services (collectively “VoIP Service”) that allows Customer to transport voice and data traffic via Internet Protocol (“IP”) packets over eligible transport options. Current eligible transport options are Verizon’s Internet Dedicated Service (“IDS”) or Private IP (“PIP”) Service. VoIP Service does not include the access services (i.e., IDS or PIP). These services, and any upgrades to them that are required as a result of this Service, must be ordered from Verizon separate from VoIP Service.

1.1 Simultaneous Calling Capacity. The number of voice channels configured for a Customer VoIP site determines the simultaneous calling capacity of that site. The simultaneous calling capacity is the maximum number of concurrent calls – inbound and outbound – available at a site. If the simultaneous calling capacity is exceeded, the next call originator will receive a busy signal. The minimum simultaneous calling capacity for any Customer site receiving VoIP Service is one.

1.2 Priority. Voice calls (inbound or outbound) always take priority over data traffic within VoIP Service.

2. Service Types. The following VoIP Service Types are available except where indicated otherwise:

2.1 IP Integrated Access. IP Integrated Access is designed for small- to medium-sized locations requiring converged voice and data access. IP Integrated Access works with existing Key or PBX systems.

2.2 IP Trunking. IP Trunking is designed for enterprise locations with deployed IP PBX and IP phones which require IP access to the Verizon network.

3. Eligible Countries. The countries in which VoIP Service can be ordered and provisioned are:
   - Australia
   - Belgium
• France
• Germany
• Hong Kong
• India (outbound only)
• Ireland
• Italy (some coverage restrictions may apply; the Blocked Destinations Appendix attached hereto details the available areas)
• Luxembourg
• Netherlands
• Singapore
• Spain
• Switzerland
• Sweden
• United Kingdom
• United States. VoIP Service is not available in Alaska and may not be available in other states or regions. Availability of underlying transport may vary based on Customer’s location(s). The VoIP Service described herein is provided only to Customer locations within the U.S. Mainland and Hawaii. If Customer desires on its own to extend IP-based calls originating with the VoIP service beyond the U.S. Mainland and Hawaii demarcation for Verizon VoIP Service, Customer expressly acknowledges that it is solely responsible for such extension and the legal and regulatory ramifications of extending such calls into foreign jurisdictions.

4. **Professional Services.** If Customer wishes to receive professional services related to VoIP Service, it must separately subscribe to a Service Attachment or similar contract supplement for professional services that includes a statement of work.

5. **Equipment Service in EMEA.** If Customer chooses the Equipment Service in EMEA, Verizon will provide Customer with the necessary Service Equipment to use VoIP Service, which will be installed at Customer’s site(s). Verizon will be responsible for the provision, installation (subject to Part III, Sections 1.14 and 2.2, below) and repair of this Service Equipment for the duration of provision of VoIP Service. The demarcation point in respect of Verizon’s responsibility for the Equipment Service is set forth in Part III, Section 1.12, below.

6. **Technical Support – Local Helpdesk.** Local Helpdesks offer support during Normal Working Hours. Outside Normal Working Hours, calls will be automatically redirected to a Central Helpdesk for 24 x 7 support.

7. **Customer Responsibility Matrix.** Prior to contract execution, Verizon will provide Customer with a VoIP Customer Responsibility Matrix, describing Customer’s responsibilities with respect to all aspects of VoIP Service provisioning, which Customer will be required to review and promptly inform Verizon of exceptions, if any.

8. **Local/National Calling Services**

8.1 **Outbound PSTN (“Local”) Traffic (not applicable to “Site-to-Site-only Calling” – see below)**

8.1.1 VoIP Service enables Customer to place calls to most PSTN destinations (“PSTN voice calls”), including but not limited to, local, national, international, fixed-to-mobile, Directory Enquiries and non-geographic destinations. In EMEA, applicable charges for all PSTN outbound calls are detailed in the applicable Tariff. Destinations not supported by VoIP Service are specified in the Blocked Destinations Appendix attached hereto. In the U.S., the charge for PSTN (local) voice calls are included in the MRC per simultaneous calling unit.

8.1.2 Customer’s calls to PSTN destinations are routed from the in-country/Local Verizon VoIP network gateway, which is connected to Verizon’s PSTN local switch. Verizon’s PSTN network then routes the call to the destination.

8.1.3 In EMEA, when a call originates in a country other than one of those listed in Section 3 (Eligible Countries), above, and is handed over to Verizon in one of the listed countries for onward routing to a PSTN destination, VoIP Service is unable to correctly identify the call's originating location and the Calling Line Identity (“CLI”) format will instead identify the call as originating in the listed country where the call is handed over to Verizon. Furthermore, Customer agrees not to hand over such calls to Verizon for onward routing to a PSTN destination where this may be prohibited or restricted by the laws or regulations of the originating country, and Customer shall be solely responsible for any third-party claims and liability arising from Customer's doing so.

8.1.4 End-users must dial the full public number – area codes must be dialed for local calls – to successfully complete a call.

8.1.5 In the case of IP Integrated Access, VoIP Service supports call reject error codes, which, when an unsupported call type is received, are passed back to Customer’s PBX over the ETSI PRI or BRI interface. It is Customer’s responsibility to correctly configure the PBX to play a suitable tone or announcement to its end users who receive call rejects when using VoIP Service.

8.2 **Operator Services.** Customer may use VoIP Service to obtain the assistance of an operator to complete long distance and local exchange telephone calls, subject to the applicable charges assessed for such services.

8.3 **Number Portability.** Number portability is a feature where Customer can choose to keep its existing telephone numbers for use with VoIP Service. The availability of number portability in any particular jurisdiction is subject to local laws, regulations, and the policies of Customer's voice service provider.
8.3.1 **LNP in U.S.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VoIP Service is made available for use, or delay LNP for up to 10 days afterwards. However, billing for VoIP Service will commence in accordance with Part III, Section 1.16, below.

8.3.2 **LNP in Singapore.** If Customer’s Service Commitment Period is two years or greater, the porting of numbers to Verizon is completed at no charge. If Customer’s Service Commitment Period is less than two years, a one-time NRC per number ported to Verizon will be charged.

8.3.3 **Non-Geographic Termination in EMEA.** For VoIP Service in EMEA where Customer requires a non-geographic number to be terminated to the Customer Site, Customer must purchase a separate service for non-geographic termination which will perform the number translation and billing for that service.

8.4 **Directory Assistance.** Customer may obtain Directory Assistance to find telephone numbers by calling the Directory Assistance operator. In the U.S., Customer may request a maximum of two listings per call. Applicable charges will be assessed for such service.

9. **VoIP Features**

9.1 **Burstable Enterprise Shared Trunks (“BEST”).** Subject to the terms and conditions herein and specifically the limitations set forth in Part III, Section 1.11, below, Customer’s VoIP sites that are provisioned with BEST will be able to share across Customer’s enterprise the simultaneous calling capacity purchased by Customer.

9.2 **Online Management by Customer Administrator.** VoIP Service provides on-line management tools for use by Customer's Administrator either through the Verizon Enterprise Center or Integrated Administrative Console web portals.

9.3 **Customer Portals**

9.3.1 **Integrated Administrator Console (“IAC”).** Customer’s Administrator can establish and maintain the settings for Customer’s network. The IAC provides the Administrator with the capability to maintain Customer Groups and set-up/maintain enterprise-wide call routing and restriction.

9.3.2 **Verizon Enterprise Center (“VEC”)**

9.3.2.1 The VEC provides Customer with the capability to maintain Customer sites, set-up/maintain end-users, set-up/maintain enterprise-wide call routing and restriction.

9.3.2.2 Information provided to Customer through the VEC or through the IAC is for Customer information purposes only and will not be used to calculate any service credits that Customer may be entitled to pursuant to an applicable VoIP Service SLA.

9.3.2.3 Reports available with VoIP Service are provided to Customer through the VEC or through the IAC, including Concurrent Call reports, Call Detail and Statistics by Day, Week or Month. More details regarding VoIP Service are available at the training and documentation portal accessible to VoIP Service customers.

9.4 **Fax Support**

9.4.1 Fax calls are supported by VoIP Service; however, ISDN Fax Group 4 and 64 kbps clear channel (Unrestricted Digital Information) call types are not supported.

9.4.2 An analog converter is required to connect to a fax machine.

9.4.3 When a fax machine is connected to a port of an analog converter, that port will be configured to support only G.711 codec, the only fax-supportable codec except for T.38, described below.

9.4.4 Verizon VoIP supports the T.38 fax codec. However, not all IP PBXs support the T.38 codec for fax transmission. Customer needs to consult its IP PBX vendor to ensure that the equipment can send/receive faxes via T.38.

9.5 **End-user Level Features and Options.** The following end-user level features, associated with specific ICP (Integrated Communication Package) bundles are available with VoIP Service at no additional charge (except for the User Profile-related charges) unless otherwise stated in Part I. End-user level features within this Section that are dependent upon inbound PSTN calls are not available with the “Site-to-Site-only Calling” option.

- **PBX Group (IP Integrated Access and IP Trunking only).** Includes all features of the IP PBX or PBX at a Customer Site, plus the following Verizon VoIP features: Calling Line ID Delivery (number only) and Direct Inward Dial Numbers.

- **Key Group (IP Integrated Access only).** Includes all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Forwarding, Call Return, Call Trace, Call Transfer, Call waiting, Cancel Call Waiting, Calling Line ID Delivery (number only), Consultation Hold, Direct Inward Dial Numbers, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).

9.6 **VoIP IP Enterprise Routing (“VIPER”) (Optional).** VIPER allows calls between Verizon VoIP Service Customer locations to be terminated without incurring per-minute U.S.-domestic, EMEA or international usage charges provided both the originating and terminating locations have the VIPER feature enabled. There is no additional fee for VIPER, but Customer must order this feature to obtain its benefits. This feature can only be used when dialing public numbers. VIPER is available in the U.S. and only available in non-U.S. jurisdictions that permit connections among unrelated third parties.

**VIPER in India.** VIPER is not available for use between IP Trunking Service subscribers in India.
Please Note: So long as both the origination and termination endpoints are VIPER-enabled, VIPER calls are delivered from the originating endpoint to the terminating endpoint without conversion to PSTN protocols. However, if one of the locations has a device (e.g., an IP-PBX) that does not register with Verizon's application server, that device must interoperate with the other device originating or terminating the call. In some instances, the two devices do not interoperate successfully. One instance is where a non-registering device needs to re-negotiate an agreed-upon protocol (i.e., a "codec") in the middle of a call. If this re-negotiation is not successful, a dropped call will result. Codec re-negotiation could be triggered by a variety of causes, including but not limited to placing a call on hold, transferring a call to voicemail, the playing of a network announcement, or placing a call into an IP-enabled conference bridge. Verizon is not responsible or liable for calls dropped due to failure of endpoints to interoperate successfully.

9.7 Verizon's Alternate Route Recovery Service (“VARRS”). Available in the U.S. only, VARRS provides a business continuity option for VoIP IP Trunking and VoIP IP Integrated Access in which Verizon provisions mirrored capacity in secondary geographically-diverse Session Border Controller (“SBC”) High Availability (“HA”) Pairs serving Customer’s enterprise. This feature will permit Customer to route inbound and outbound traffic through a redundantly-provisioned backup Verizon SBC HA Pair in the event of an outage on the primary Verizon SBC HA Pair, or an outage affecting Customer’s facilities or equipment that necessitates secondary routing.

9.7.1 If Customer purchases VARRS, the standard VoIP Network Availability Service Level Agreement (“SLA”) threshold is enhanced to 100%. In the event Customer desires to make a VARRS SLA claim for credit, Customer must request such credit within 30 business days after the month in which the VARRS Network Availability SLA was not met in accordance with the standard VoIP Service SLA process guidelines set forth at http://www.verizonbusiness.com/terms. For VARRS-related SLA claims, Customer should note in the Comments section of the on-line credit request form that it is a VARRS SLA Network Availability credit request.

9.7.2 The configuration of CPE required specifically for VARRS is Customer’s responsibility upon implementation. The configuration requirements will be noted in the Verizon-approved design. Failure to implement these requirements could result in VARRS not working properly.

9.8 Enterprise Level Features and Options for EMEA. Any service features within this section that are dependent on inbound PSTN calls are not available with the "Site-to-Site-only Calling" option. The following features are available with VoIP Service at no additional charge unless stated below.

9.8.1 Private Dial Plans (Voice VPN). Customer can choose a private dial plan to assign numbers to be dialed when communicating between Customer Sites. The private numbers dialed are typically shorter in length than public numbers. All calls that stay on the Verizon IP network are made without additional charge.

9.8.2 Virtual On-Net. Where Customer wants to allocate a private dial plan number to all contracted Customer Sites, those Customer Sites that are not part of this Service will require the “Virtual On-Net” feature. This feature will retranslate the private number into a public number which will then terminate through the Verizon VoIP network gateway onto the PSTN network. This feature is set in the Customer's Site Profile.

9.8.3 Forced On-Net. Customer must use the “Forced On-Net” feature to use its public numbering to make internal calls over VoIP Service. This feature forces the designated public numbers to the Customer Sites over IP without reaching the Verizon VoIP network gateway; therefore PSTN Charges are validly bypassed. Customer will inform Verizon of its public numbers as part of the order process so that Verizon can ensure these are configured within the Verizon VoIP platform.

9.8.4 Additional Features. Additional Administrator features are described in a separate document available upon request from Verizon. Availability may depend on the applicable Feature Package. Some of these features are provided on an optional charged basis, as set forth in Part I, Section 3.1.

9.9 Redirect to TN. In the event of an IP address being unreachable, “Redirect to TN” enables all inbound VoIP calls to be automatically redirected to an alternate number (which can be a VoIP or PSTN number), whether or not Verizon-owned and whether or not within the same country. Once connectivity with the original IP address is re-established, the primary route will be resumed (except for those calls that have already been redirected).

The feature is assigned within the IAC portal and –

- For IP Trunking and IP Integrated Access using PBX Group: is a sub-feature named “PBX Group unreachable," whereby trunk group calls are redirected to a single PSTN number or, where the PBX/IP-PBX supports routing-based CLI, to individual telephone numbers; or

- For IP Integrated Access using Key Group: is a sub-feature named “Call Forward unreachable," whereby calls are redirected to individual PSTN numbers.

9.10 Caller ID Information – Outbound (not available in India)

9.10.1 Calling Line Presentation (“CLIP”) and Calling Line Restriction (“CLIR”) Caller ID Information

- CLIP allows an end-user to present his or her own default CLI. CLIR allows the end-user to
restrict the presentation of his or her CLI.

- CLIP and CLIR can only be used where these features have been set up within Customer’s “Site Profile.”

9.10.2 Alternate Caller ID. Available only for VoIP IP Trunking, the “Alternate Caller ID” feature allows Customer to send a second CLI for presentation in addition to the standard network CLI. This second CLI can either be from Verizon’s number pool or ported to Verizon’s network by Customer. The selected Alternate Caller ID must meet the following criteria:

- Customer needs to have the right to use the number;
- the number needs to be sent in a dial-able format; and
- the number must not be a Premium Rate number, Revenue Share number, or a Shared Cost number (see the Blocked Destinations Appendix).

Customer must configure its IP-PBX in accordance with the Configuration Guidelines available from Customer's Verizon account manager.

9.11 Caller ID Information – Inbound – Anonymous Call Rejection (“ACR”) (not available in India). ACR allows end-users to reject incoming calls when the CLI is not presented. This feature can only be used where it has been set up in the User Profile. All incoming calls, where the CLI is not presented, will be rejected by the SIP servers for the particular User that selected ACR in his User Profile.

9.12 Global Inbound Service (“GIS”) Termination to VoIP Service in EMEA. If Customer is a current Verizon GIS customer, its GIS-originated ITFN, toll-free, and UIFN calls terminating to EMEA locations using Verizon VoIP Service will be characterized as “on-net” calls (i.e., originated, conveyed, and terminated via Verizon’s network). However, any call routing features associated with GIS shall not be available with such calls.

10. Customer Responsibilities

10.1 Cooperation. Customer will provide Verizon and/or its subcontractor(s) with such assistance (including access to Customer Sites where any VoIP Service is provided) and information as is reasonably required to provide VoIP Service.

10.2 Associated Services in EMEA

10.2.1 EMEA Customers must order (or upgrade where necessary), and retain – including where a Shadow circuit or IP Trunking “Centralized Multi-Site” or Failover Design is used – either MSC PIP or IDS with a managed router or Verizon Internet DSL service with a managed router (“Internet DSL”) (together referred to as the “IP Service(s)”) for the Customer Sites for which the VoIP Service is ordered. Customer can only use one of the above IP Services with this VoIP Service.

10.2.2 VoIP Service is not available in EMEA where IP Dedicated service to a Customer Site utilizes a third-party Ethernet access circuit.

10.2.3 If the EMEA Service is delivered in combination with Internet DSL or with MSC PIP with DSL access lines, the following limitations apply:

10.2.3.1 Due to the nature of DSL access lines, VoIP Service may suffer from reduced call quality and generally have a longer time-to-repair than SDH (SONET in the U.S.) or Ethernet access lines.

10.2.3.2 In case of prolonged call quality issues, Customer may order an upgrade to an access technology and/or IP service. Any additional charges or costs associated with such an upgrade will be paid by Customer.

10.3 Multi-Site IP Trunking Service. If Customer purchases Verizon VoIP IP Trunking Service for a “Centralized Multi-Site” environment where the Customer WAN connects remote Site(s) through a single site (“Hub” site) to the Verizon VoIP network (i) Customer will be responsible for the quality of VoIP Service including Quality of Service (“QOS”) on its WAN; (ii) the demarcation for the IP Trunking VoIP Service for each Customer Site in the “Centralized Multi-Site” environment will be the Hub site termination; and (iii) other Service considerations may apply, as described below.

10.4 Customer-Obtained Facilities. Except as otherwise expressly stated herein or in another Verizon Service Description or Service Attachment, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, IP-PBXs, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for interconnection with Verizon’s network, interconnection between Customer Equipment and Service Equipment (defined below), or otherwise for use in conjunction with VoIP Service (“Facilities”). Customer is responsible for ensuring that such Facilities are compatible with Verizon’s requirements (including being certified by Verizon for use with VoIP Service or successful completion of Verizon’s VoIP Interoperability Program, where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. If Customer connects any Facilities to VoIP Service that Customer reasonably should know may not be compatible with VoIP Service, Customer is solely responsible for any effects that arise from that connection on VoIP Service, equipment or software of Verizon, Customer, or any third party, and Customer waives any claims against Verizon relating to the performance of VoIP Service. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN.

10.5 Service Equipment.
10.5.1 **Environment.** Certain Verizon-supplied equipment to enable VoIP Service will reside on Customer’s premises (“Service Equipment” – does not include telephones). Customer must identify a suitable location for Service Equipment and is responsible for the environment in which Service Equipment resides. The location must be dry, free from vibration and well-ventilated. The distance from both the termination point of the access circuit and a 220-volt energy supply to the location of the Service Equipment cannot exceed two meters.

10.5.2 **Maintenance.** Verizon will provide the following maintenance services with respect to the Service Equipment (“Maintenance Services”):
- Use commercially reasonable efforts to isolate any problems with the Service Equipment that resides on Customer’s site and send a technician to Customer’s site if necessary;
- make necessary repairs and replace affected components if Verizon, in its sole discretion, determines that any Service Equipment residing on Customer’s premises needs to be replaced; such component to be replaced with a component in good working order and of like kind and functionality from a manufacturer of Verizon’s choice at the time of replacement.

10.5.3 **Service Equipment – Normal Use Limitation.** Maintenance Services only apply to problems arising out of the normal use of the Service Equipment and do not apply if the Service Equipment is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by Customer’s negligence or willful misconduct, Customer will be charged Verizon’s prevailing hourly labor rate (or the equivalent in local currency) during Normal Working Hours to repair the Service Equipment, and Customer will be charged the replacement cost of Service Equipment requiring replacement.

10.6 **Accurate Information.** Customer will provide Verizon with accurate and up-to-date information (i) when ordering Service and (ii) when contacting Verizon to report a suspected fault and responding to questions related to such fault. Verizon shall not be liable for any loss suffered as a result of the Customer’s failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

10.7 **Customer Responsibility Document.** Implementation and proper operation of VoIP Service depends on Customer’s compliance with its responsibilities described in the Customer Responsibility Document.

10.8 **Security.** Customer, at its expense, will take all reasonable steps necessary to preserve and protect Service Equipment, software, data and systems located on Customer’s or End-Users’ premises, or otherwise in Customer’s or an End-User’s control and used in connection with VoIP Service, whether owned by Customer, End-User, Verizon, or a Verizon affiliate or subcontractor. Except with respect to loss proximately caused by Verizon’s willful misconduct, Customer acknowledges and agrees that Verizon will not be liable for any loss resulting from any unauthorized access to, alteration of, or use of Customer’s facilities used in connection with VoIP Service. Customer agrees to safeguard account passwords and other information used to provide access to VoIP Service and related features and services such as the VEC and ICP. Customer shall require its end users to rotate passwords periodically, but no less often than every ninety (90) days. Customer shall cooperate fully with Verizon to promptly mitigate any unauthorized use or disclosure of Customer passwords or other authentication information.

11. **Service Requirements**

11.1 **PSTN Access.** PSTN access circuits and any additional PSTN services are excluded from VoIP Service. Customer will install, maintain and pay for any PSTN access circuit backup.

11.2 **Minimum Bandwidth**

11.2.1 In EMEA and APAC, the minimum access circuit bandwidth supported is 256 kbps (for IDS) and 384kbps (for PIP).

11.2.2 In the U.S., the minimum access circuit bandwidth supported is 768 kbps for IDS and 384kbps for PIP.

11.3 **Firewall.** Customer’s IT administrators may have established restrictive firewall configurations in Customer’s network that impede the use of certain VoIP applications. If Customer desires to use such VoIP applications and associated Service Equipment, Customer must modify its firewall settings accordingly.

11.4 **Codecs.** VoIP Service supports the following Codecs: G.711, G.729, T.38, and G.722/H.264.

11.5 **Transport in EMEA.** For the avoidance of doubt, if Customer’s transport is suspended or terminated for any reason, VoIP Service will automatically be suspended for so long as Customer’s transport is unavailable. However, Customer will still be required to pay VoIP Service MRCs and other applicable charges during this period of VoIP Service suspension, unless the unavailability of Customer’s transport proximately arises from Verizon’s negligence or intentional misconduct. If Customer terminates transport, or Verizon terminates it due to Customer’s breach, Customer will be liable for any early termination charges applicable under the Agreement.

11.6 **SIP Channels.** The minimum number of SIP Channels per Customer Site is one (1), and the maximum number depends on the required service options and the Underlying Network Access Service technology. The number of SIP Channels configured for a Customer Site determines the maximum number of concurrent calls. Such calls may be either inbound or outbound. In a “Centralized Multi-Site” environment, SIP Channels are configured to each Customer Site contained therein.

12. **Customer Service and Support.** Technical support is available twenty-four (24) hours a day, seven (7) days a
week via the local Verizon Customer Service Centers, the telephone numbers of which will be communicated to Customer.

13. **Invoice Reporting.** Customer will have instant access to an on-line reporting tool, available at no charge, that provides interactive management and information for its billable voice calls.

14. **Equipment Service Option and Unmanaged Service Option (for Service provided in Australia, Hong Kong, Singapore, and India).** CPE used to provision IP Trunking Service will be supplied and installed by Verizon under the Equipment Service Option through the terms of a separate CPE Service Order form. On an exception basis, Verizon may also authorize Customer to procure its own CPE to provision the IP Trunking Service under the Unmanaged Service Option. The following are some system components for the IP Trunking and IP Integrated Access Service options:

   (i) **Enterprise Gateway ("EGW").** An EGW is required at each Customer Site that needs to link a PBX to the Network. The EGW collects voice traffic from Customer PBX and converts it into IP packets. The EGW translates the European Telecommunications Standards Institute (ETSI) PRI or BRI signaling messages from the PBX into related SIP requests and responses that will facilitate the initiation, management and termination of voice calls over the Verizon IP Network. The EGW can be either a standalone EGW which requires an IP Router to connect to the Verizon IP Network or a combined EGW where the functions of the EGW and the IP router are integrated. If an existing Verizon IP router is used with IP Trunking Service, it may be necessary for Verizon to upgrade the configuration of such IP router, or swap out and re-install an upgraded IP router, at Customer’s expense. The maximum number of concurrent calls that are supported on the EGW depends upon the EGW model. This may differ between the standalone EGW and Combo EGW. Customer will choose the EGW from a list of recommended EGWs provided by Verizon based on information supplied in the pre-sales process.

   (ii) **PBX.** Customer can use its existing Customer PBX to connect to the IP Trunking Service provided it has a digital ETSI PRI or BRI interface card to connect to the EGW. Such PBX shall be deemed to be part of the “Customer Equipment”, and Customer shall be solely responsible to operate and maintain the PBX. It is the responsibility of Customer (or Customer’s PBX maintainer) to provision and install new PRI or BRI cards to the PBX (where necessary) and provide the necessary cabling to the EGW. If Customer’s PBX has a fail-over routing capability, a call can be routed over a back-up PSTN access circuit on receipt of a busy or no-service ETSI error code.

   (iii) **PBX Backup Link (for Service provided in Australia, Hong Kong, and Singapore).** The IP Trunking Service can be run in conjunction with a standard Verizon voice service or a similar voice service of an alternative service provider. The PSTN access circuit should be connected to the current PBX using analog, digital BRI, Digital PRI. Where Customer chooses a Verizon Direct Voice service PSTN access circuit, this will use a digital PRI connection. PSTN access circuits and any additional PSTN services are excluded from the VoIP Service. Customer is solely responsible for installing, maintaining and paying for any PSTN access circuit backup.

The following is a system component for the IP Trunking and IP Integrated Access Service options:

**IP Router.** If an existing Verizon IP router is used with the IP Trunking Service, it may be necessary for Verizon to upgrade the configuration of such IP router, or swap out and re-install an upgraded IP router, at Customer’s expense.

**Part III: Terms and Conditions.**

1. **General.**

   1.1 **Business Application.** VoIP Service is offered only to commercial business customers.

   1.2 **Service Activation Date.** The Service Activation Date shall be the first date that VoIP packets can be passed between Customer’s VoIP Service site and Verizon’s VoIP network, or as otherwise specified in an appendix to this Service Attachment.

   1.3 **Equipment.** Optional CPE ("customer premises equipment") required for any VoIP Service is provided pursuant to a separate Service Attachment or separate Service Order Form, as applicable, for such CPE.

   1.4 **No Resale.** VoIP Service is provided only to Customer. Resale by Customer of VoIP Service as a stand-alone service is prohibited. However, if Customer subscribes to a tiered or metered pricing plan for VoIP Service, Customer may provide to and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.

   1.5 **Auto Dialers.** Customer may not utilize auto-dialers or any similar type of device in connection with any VoIP Service. To avoid service degradation, Verizon imposes a limit of five (5) call attempts per second.

   1.6 **Design Approval.** Notwithstanding the inclusion of this VoIP Service Attachment in Customer’s contract, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Verizon.

   1.7 **Unified Site.** Customer can provision its multi-building campus as a single VoIP termination to maximize network and billing efficiencies provided (i) all the buildings within its campus are in the same rate center; (ii) its PBX is able to send DID level information for 911 calls; and (iii) Customer implements PS/ALI (see the E-911 Appendix attached hereto). For example, if Customer’s campus is comprised of 20 buildings all within the same rate center, the 20 buildings can be provisioned as a single VoIP Service site subject to
1.8 **Service Disclaimer.** Verizon is not responsible for the following conditions or equipment that may affect VoIP Service:

- Failure or poor performance of Customer’s Domain Name Server (“DNS Server”) and/or local area network (“LAN”) upon which VoIP Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.

- Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; modems may not be used on VoIP Service except with Codec G.711 without silence suppression.

- Fax transmission is highly dependent on Customer’s facsimile device, its ability to disable error correction, and other factors. Therefore, VoIP Service is provided without any warranty whatsoever with respect to fax transmission success.

- Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).

- Inside wiring and special construction (the charges for which Customer will be solely responsible).

1.9 **Restrictions.**

1.9.1 Customer shall not modify the Verizon-installed design and/or configuration without the previous written consent of Verizon. Customer expressly acknowledges Verizon may immediately suspend Customer’s use of VoIP Service if Customer violates the foregoing restriction.

1.9.2 At any given time, Customer may only place as many concurrent calls as it has purchased.

1.10 **Call Origination.** Customer is required to provide Verizon with accurate information reflecting its calls’ originating location. Customer must not alter the originating location of any of its calls to reflect an intermediate point or some point other than where the call originated in compliance with geographic number portability regulations and, with respect to VoIP Service in EMEA, Section 8.3.3 in Part II. Upon request from Verizon, Customer will provide Verizon with supporting information to confirm the accuracy of the originating call information from all such calls. Customer hereby indemnifies Verizon with respect to any third-party claims associated with Customer's failure to fulfill its obligations under this section.

1.11 **Burstable Enterprise Shared Trunks (BEST).** To the extent BEST is available to Customer, the following terms and conditions apply:

1.11.1 When all VoIP traffic is aggregated at Customer’s hub location, Customer will only be able to make as many simultaneous calls across its enterprise as is supported via the data access at such hub location.

1.11.2 Customer is solely responsible for purchasing sufficient simultaneous calls across its enterprise to support traffic for its hub and remote locations. Customer acknowledges and understands that purchasing, for example, 800 simultaneous calls across its enterprise to serve, for example, 800 sites, may diminish the end-user experience, resulting in such occurrences as busy lines.

1.11.3 In the U.S., BEST does not allow for the sharing of simultaneous calling capacity between Customer locations receiving Local and LD VoIP Service and Customer locations receiving only LD service.

1.11.4 BEST includes a sharing of simultaneous call capacity, not minutes. If Customer uses BEST to share simultaneous call capacity between sites billed on tiered pricing models, the included number of LD minutes per concurrent call will not be shared between sites. For example, if Customer purchases two 250-minute simultaneous call capacity tiers at location A and three 250-minute simultaneous call capacity tiers at location B, location A is entitled to a total of 500 LD minutes in a month before the overage rate applies, and location B is entitled to a total of 750 LD minutes in a month before the overage rate applies; location A is not entitled to share Location B’s 750 minutes even if the two locations are using BEST.

1.11.5 Simultaneous call units within a region contribute to the total available concurrent call capacity only within that region. Concurrent call pools cannot be regionally shared between the U.S., EMEA, and Asia-Pac regions.

1.11.6 The maximum bursting capacity of each VoIP IP Trunking location is based on two factors: (i) the maximum number of calls that can be supported within the location’s data bandwidth, and (ii) the total number of simultaneous calling units purchased by Customer across its enterprise – and is subject in any case to a maximum of fifty (50) simultaneous calls in addition to what is provisioned at any single location.

Two examples are provided:

- If Customer’s Location A buys 20 simultaneous calling units on a T1 and Customer’s Location B buys 40 simultaneous calls on a DS3, assuming availability, Location A could burst through its allocation of 20 simultaneous calling units up to a maximum of 41 simultaneous calling units because that’s the maximum simultaneous calls supportable on a T1.

- If Customer’s Location C buys 60 simultaneous calling units on a DS3 and Customer’s Location D also buys 60 simultaneous calling units on a DS3, assuming availability, Location
C could burst through its allocation of 60 simultaneous calling units up to a maximum of 110 simultaneous calling units because any single location is limited to bursting to an additional 50 simultaneous calling units.

1.11.7 Customer must inform Verizon of its data bandwidth at each location so that Verizon can properly configure the maximum simultaneous call setting based on Customer’s bandwidth. Verizon will perform a periodic review of Customer’s actual simultaneous call bursting and reserves the right, after consulting with Customer, to reallocate simultaneous calling capacity among Customer locations to better reflect actual use.

1.11.8 If Customer changes its data bandwidth and desires more simultaneous calls to be supported at a particular location, it must process a change order with Verizon to increase the number of available simultaneous calling units.

1.11.9 Every remote site must receive an allocation of at least one simultaneous call on a metered or tiered basis to be able to participate in BEST.

1.11.10 Verizon Technical Support will be able to identify call failures or blockage if Customer exceeds its aggregate (enterprise-level) simultaneous calling capacity. However, Verizon is not responsible for monitoring utilization. Customer is responsible for monitoring location-level traffic requirements to identify sites which require additional simultaneous call capacity to meet traffic requirements.

1.12 Demarcation. The demarcation point in respect of Verizon’s responsibility for VoIP Service is:

- In the case of VoIP IP Trunking service, the Ethernet interface card where Customer’s LAN is connected to the IP router.
- In the case of IP Integrated Access with a PBX, the back end of the router (to enable Verizon to gain limited access to the gateway to provide limited assistance with repairs).
- In the case of IP Integrated Access with a Key system, the FXS port.

1.13 Service Equipment

1.13.1 General. At all times, title to any Service Equipment, if applicable, will remain with Verizon. Customer shall (i) maintain the Service Equipment and any associated software, systems, cabling and facilities in accordance with the reasonable instructions of Verizon as may be given from time to time; (ii) not modify, relocate, or in any way interfere with the Service Equipment unless expressly authorized by a representative of Verizon; and (iii) not cause the Service Equipment to be repaired, serviced, or otherwise accessed except by an authorized representative of Verizon. Failure of Customer to permit Verizon representatives entry, upon reasonable request, to Customer premises or service locations to repair or maintain VoIP Service or equipment will discharge Verizon from its service obligation. Upon termination or expiration of VoIP Service, at Verizon’s option, Customer will return the Service Equipment to Verizon at Verizon’s expense or Verizon will collect the Service Equipment from Customer.

1.13.2 Provisioning and Shipping in EMEA. Unless otherwise agreed with Customer in writing, Verizon shall provision and ship the Service Equipment to the Customer Site. The Service Equipment will be provisioned with a standard configuration aligned with the ordered VoIP Service.

1.13.3 Service Configuration in EMEA. Verizon will retain the password for the Service Equipment and responsibility for the service configuration of the Service Equipment. Verizon will make changes to the configuration if requested to do so by Customer. Verizon will retain the version of the configuration installed on the Service Equipment and reinstall this copy configuration if required. Verizon reserves the right to charge a separate installation fee for complex configurations, including but not limited to, Port Address Translation (PAT).

1.14 Installation. VoIP Service installation shall take place during Normal Working Hours in the applicable country. If Customer requests an expedited installation at a Customer Site or requires installation at a Customer Site outside Verizon’s Normal Working Hours in the applicable country, such installation shall be subject to a site survey and will be performed on an expedited basis at Verizon’s sole discretion. As applicable, Customer shall pay an additional expedited install fee (“Expedite Fee”) and/or the Outside Normal Working Hours rate for the Service Establishment Fee (see Rates and Charges in Part I, above). If Customer’s request involves expedited services from a third party provider (a “Telco”), Customer shall pay the associated Telco charges.

1.15 SIP Message Rate Limiting. To protect Verizon network infrastructure from potential overload conditions due to excessive traffic from specific network elements (e.g., traffic floods from misconfigured Customer Equipment), SIP messages from Customer’s devices are rate limited in Verizon’s network. Received SIP messages that surpass certain thresholds during a thirty-second interval may receive lower-priority treatment or be discarded before processing. Rate-limiting counters are reset every thirty seconds. The thresholds applicable for any particular device may vary over time, but are designed to be sufficient to allow for full utilization of Customer’s VoIP Service.

1.16 Billing Initiation. Billing for VoIP Service will begin when the VoIP Service is available for use, even if Customer’s numbers have not been ported to the VoIP Service (see “Service Activation Date” in Section 1.2 above and “Number Portability” in Part II, Section 8.3, above).
1.17 **Emergency Calling Access Limitations.** Common events that can limit access to emergency calling include but are not limited to:
- Loss of Power Supply. VoIP Service will be interrupted if there is a loss of electricity/power supply.
- Loss of Broadband Service. VoIP Service will be interrupted if the attendant broadband connection is not available.
- Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to Emergency Services.
- Failure to Register New Location of Equipment. Verizon is not able to provide Emergency Services to an end-user unless the end-user has properly registered his or her service location, and in EMEA and Asia-Pacific, the end-user’s location is a primary registered service location. If a VoIP phone is to be used at a location other than as described above, Emergency Services will not be available.
- Non-Native Telephone Number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), Emergency Services access may be limited.
- Roaming. Emergency calling is not available for roaming calls.
- Outbound Service. Emergency calling is not available in jurisdictions that offer Outbound-only service.

Customer is responsible for notifying its end users of the limitations in relation to emergency calling via VoIP Service (including those detailed above), and Customer shall be solely responsible for any third-party claims and any liability arising from Customer’s failure to so notify its end users.

2. **EMEA.**

2.1 **Maintenance Services in EMEA.** Maintenance in EMEA is subject to the following:

2.1.1 With respect to all EMEA Service Equipment, the maintenance, repair or replacement of such Service Equipment will be in accordance with Priority 1 faults, operating on a 24-hour basis, where Verizon endeavors to repair or replace within 5 hours of the opening of a Trouble Ticket.

2.1.2 Maintenance, repair or replacement of the Adtran equipment will be undertaken (when applicable) during Business Hours Monday to Saturday (except for Belgium and Luxembourg where support is offered Monday to Friday), Verizon will endeavor to repair or replace this particular Service Equipment within one (1) Business Day of the opening of a trouble ticket.

2.1.3 Where the Service Equipment is replaced in EMEA, Customer shall return the original Service Equipment to Verizon at Verizon’s expense.

2.1.5 In EMEA, Customer accepts liability for any costs incurred (including return of Service Equipment) by Verizon as a result of (i) repair or replacement of Service Equipment where the Service Equipment failure was caused by Customer’s use, misuse or changes to the Service Equipment, other than as previously agreed in writing by Verizon; and/or (ii) service visits to a Customer Site where the Service Equipment is found to be “fault free’ and the service problems are caused by the Customer Equipment. Customer agrees to support the replacement of the Service Equipment according to Verizon’s instructions.

2.2 **Number (ranges) and Number Portability (not applicable to the MIPPBX option) in EMEA.**

2.2.1 Customer can derive no rights in relation to the usage and retention of the number (range), unless explicitly set forth in the applicable laws and regulations regarding number portability.

2.2.2 If Customer requests number portability for a specific number (range), Customer agrees that Verizon will request that Customer’s current telecommunication operator transfers the number (range) to Verizon. Customer acknowledges and agrees that the agreement(s) with its current telecommunication operator must not be terminated before activities required for number portability are completed.

2.2.3 Customer is aware that due to the nature of number portability, Customer will experience a short outage of its telephony services in the transfer period of the number (range) to the VoIP Service. Verizon will endeavor to keep this period as short as possible.

2.2.4 Customer understands that the number (range) is allocated by the regulatory authority, and Verizon shall be entitled to change any or all of the number (range) on reasonable notice in order to comply with the national numbering plan or to avoid a breach of its license, registration or otherwise to comply with any order or decision of the regulatory authority or any other competent authority.

2.2.5 Verizon is not liable for any losses, claims, or damages incurred by Customer due to changes to the national number policy and/or applicable laws and regulations.

2.2.6 Customer is aware of the regulatory limitations of geographical number ranges and warrants that it will comply with the provisions and sanctions that the regulatory authority may impose.

2.2.7 Number Portability is not applicable to Customer sites that have Site-to-Site-only Calling.

2.3 **Emergency Calling Services in EMEA.** VoIP Service enables Customer to access the Emergency Service Answering Point ("ESAP") in its respective country using the appropriate numbers.
2.3.1 The calling number transmitted will be the number stored in the Verizon SIP servers. It is the responsibility of Customer to ensure that all numbers are kept up to date at all times.

2.3.2 Verizon routes the call to the PTT for onward routing to the correct ESAP.

2.3.3 The Emergency Calling Service functionality should be tested immediately prior to VoIP Service commencement. If Customer does not permit Verizon to conduct emergency calling service functionality tests at this time, emergency calling may not function properly and Customer shall take full responsibility for any non-functioning that so results. Where Customer has remote sites, Customer must test the emergency calling service from those sites in accordance with Verizon’s installation instructions, and must complete and return to Verizon an Installation Check List.

2.3.4 Emergency call routing and back-tracking are only supported for calls from Customer sites that are covered by a Service Order issued under this Service Attachment.

2.3.5 Only calls initiated from a location registered with the VoIP Service, whether connected directly or through the hub site of a “Centralized Multi-Site” implementation, using a public phone number (“CLI”) registered against the same location, can connect to the correct ESAP. Emergency Services cannot be reached and Emergency Call backtracking functionality cannot be provided for any location not registered with the Verizon VoIP Service.

2.3.6 Emergency Services cannot be reached from IP phones connected to an IP PBX indirectly connected to Verizon’s VoIP Network (i.e., Customer internal remote sites of an IP PBX Centrex installation) that are not (i) subscribed to an IP Trunking “centralized multi-site” environment as described in Part II, Section 10.3 (Multi-Site IP Trunking Service), above and (ii) in compliance with the terms of VoIP Service contained herein.

2.3.7 If a busy signal is received due to maximum concurrent calls being exceeded, or during a Service outage, Customer is responsible for ensuring that its PBX re-routes the call to a back-up voice access circuit.

2.3.8 With respect to VoIP IP Trunking, if Customer relocates any of its IP phones to another Customer site, those IP phones will always retain the original Customer site location in respect of outbound geographic call routing rules (including emergency call routing and backtracking), which may result in emergency services not reaching the intended recipient. Customer is responsible for informing end-users about this limitation and informing Verizon about any permanent or long term relocation of IP phones so that the outbound geographic call routing rules can be updated for the relocated IP phones.

2.3.9 Customer’s Administrator must ensure that extension numbers are not formatted using any European emergency number format, regardless of the country in which the end-user is located. Use of any of those formats may prevent emergency calling from operating properly.

3. U.S.

3.1 Access to CPNI in U.S. Customer’s use of VoIP Service may enable access to Customer Proprietary Network Information (“CPNI”). As a condition of such access, Customer agrees:

- To execute a “Designation Of Customer VoIP Administrator(s) With CPNI Authorizer” form provided by Verizon (see the CPNI Authorization Appendix attached hereto); designating in writing one or more Customer “Administrators” authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application such as the ICP, if applicable; and

- To cooperate with Verizon’s reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.

3.2 E-911 – Emergency Calling in U.S. The FCC’s requirements regarding “interconnected VoIP service” are addressed in the E-911 Appendix attached hereto.

3.3 Letter of Authorization. To the extent Customer’s VoIP Service in the U.S. includes the provision of Verizon’s Local voice service and Customer implements PS/ALI, Customer will execute Verizon’s Letter of Authorization (“LOA”) that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Verizon will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Verizon, is now responsible for building, loading, and maintaining the location-specific ALI database for the call CPNs (calling party numbers) associated with the BTNs.

4. No Emergency Calling (India-only). Customer acknowledges that IP Trunking Service cannot be used to make emergency calls to first responders. Customer is responsible for notifying its end users of the limitations in relation to emergency calling via VoIP Service (including those detailed above), and Customer shall be solely responsible for any third-party claims and liability arising from Customer’s failure to so notify its end-users.

5. Emergency Calling in Australia, Hong Kong, and Singapore. IP Trunking Service enables Customer to access the Emergency Service Answering Point (“ESAP”) in its respective country using the appropriate numbers where IP Trunking Service includes local termination. Emergency calling is not available to Customer if it has Site-to-Site-Only Service and also is not available on outbound-only IP Trunking Service. Emergency calling is further subject to the terms and conditions below:

5.1 Emergency Calling Testing. Emergency calling must be tested during Service hand-over. If Customer does not permit Verizon to conduct such tests, the emergency calling may not function properly, and Customer shall be solely responsible for such failures. Where Customer has remote sites, Customer must test the emergency calling from those remote Customer Sites in accordance with Verizon’s installation instructions and must complete and return to Verizon an Installation Checklist.
5.2 **Registration of Customer’s Call-Back Information and Updates.** The call-back number transmitted to the emergency responder will be the number provided by Customer and initially stored in Verizon’s SIP servers. Customer shall ensure that all call-back numbers are accurate and up-to-date at all times.

5.3 **Limitations.** Verizon routes emergency calls to its subcontractors for onward routing to the correct ESAP. Only (i) fixed PBX phones (in the case of IP Integrated Access), (ii) fixed IP phones connected to an IP PBX of a Customer Site directly connected to the Verizon VoIP network, or (iii) fixed IP phones directly connected to an IP PBX of a Customer Site and indirectly connected to the Verizon VoIP network in a “Centralized Multi-Site” environment can connect to emergency calling. Emergency calling is not enabled from IP phones connected to an IP PBX indirectly connected to the Verizon VoIP network (i.e., Customer internal remote sites of an IP PBX Centrex installation that are not within an IP Trunking “Centralized Multi-Site” environment).

5.4 **Backup.** Customer is responsible for ensuring that Customer’s PBX reroutes emergency calls to a backup voice access circuit if a busy signal is received due to maximum concurrent calls being exceeded, or during a Service outage.

6. **Conditions for Service Orders through Verizon Communications India Pvt. Ltd.** The following conditions shall apply to all IP Trunking Service Orders issued by Verizon Communications India Pvt. Ltd:

6.1 **OSP Registration for Call Centre Operations.** In accordance with the notification issued by the Department of Telecommunications of India ("DoT"), No.820- 1/04-LR dated 7th February, 2007, Customer acknowledges and agrees that IP Trunking Service cannot be used for call centre or other service provider (“OSP”) operations without Customer's registration with DoT as an OSP. Where required, Customer shall register as an OSP and comply with any conditions in relation to such registration. Customer shall provide a copy of Customer's OSP registration to Verizon prior to ordering or using IP Trunking Service for call centre or OSP operations.

6.2 **Connections to the PSTN or PLMN Subject to OSP Registration.** Customer acknowledges that the regulations in India prohibit connections to the distant-end PSTN or PLMN outside of India unless Customer is registered as an OSP with DoT. Where Customer’s dial plan includes termination to any PSTN or PLMN, Customer shall ensure that it obtains and maintains OSP registration with DoT during the term of the Agreement and comply with any conditions in relation to such registration.

6.3 **Logical Partitioning.** In accordance with the notification issued by DoT, No 18-1/BS II dated 19th April, 2006, Customer is permitted to terminate the Underlying Network Access to an EPABX and the PSTN provided that the EPABX is logically partitioned to prevent any flow of traffic between the public and private networks. Prior to ordering IP Trunking Service Customer shall provide a representation from Customer’s EPABX supplier certifying that the EPABX is capable of logically bifurcating the common infrastructure into two separate and independent environments for the PSTN and the private network, and that the supplier has implemented logical partitioning to prevent any unauthorized flow of traffic between the public and private networks. Customer shall not tamper with the logical partitioning on the EPABX to allow unauthorized cross flow of traffic between Customer’s public and private networks.

6.4 **Compliance Audits.** During the term of the Agreement Customer shall allow Verizon and/or the national regulatory authorities of India to inspect the logical partitioning on the EPABX to ensure that it is effective.

6.5 **Encryption.** In accordance with: (a) Verizon’s operating license in India; and (b) the statutory guidelines that govern the provision of IP Trunking Service by Verizon in India, Customer is not allowed to employ more than the then-current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to Verizon facilities in India. Customer agrees that it will not, and will ensure that any entity which has responsibility for, operates under its control or at its instruction will not, employ more than the then-current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to Verizon facilities in India unless the requirements of the clause entitled “Approvals” are satisfied. Verizon will advise Customer of the then-current prescribed/approved level of encryption on request.

6.6 **Approvals.** If Customer has specific requirements that require any encryption equipment to be connected directly or indirectly to Verizon facilities beyond the then-current prescribed/approved levels of encryption, Customer must seek prior evaluation by and obtain prior approval of the Indian DoT or other Indian governmental authority or officer specially designated for the purpose, and Customer is solely responsible for obtaining such approval. Upon receiving the required approvals, Customer shall provide a copy of such approvals to Verizon prior to connecting the equipment employing the encryption to Verizon facilities.

6.7 **Regulatory Compliance.** VoIP Service is provided subject to regulations. Customer and its end users shall ensure that VoIP Service is used in accordance with regulations at all times. Such compliance, shall include among other things, the following restrictions:

6.7.1 Customer shall ensure that its dial plan does not bypass international/long distance charges where such bypass is not permitted under the regulations;

6.7.2 Customer shall ensure the VoIP Service is used strictly within a predefined set of users (“Closed User Group”), except where permitted by regulations;

6.7.3 Customer and its end users shall ensure VoIP Service is not used to provide any part of a “for-hire” telecommunications service to an unrelated third party.
6.8 **Indemnity.** Customer hereby indemnifies, defends 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 clauses set forth in this Section 6 (Conditions for Service Orders through Verizon Communications India Pvt. Ltd.).

7. **Regulatory Compliance (applicable in Australia, Hong Kong, and Singapore).** VoIP Service is provided subject to regulations. Customer and its end users shall ensure that VoIP Service is used in accordance with regulations at all times. Such compliance, shall include among other things, the following restrictions:

   (i) Customer shall ensure that its dial plan does not bypass international/long distance charges where such bypass is not permitted under the regulations;
   (ii) Customer shall ensure the VoIP Service is used strictly within a predefined set of users (“Closed User Group”), except where permitted by regulations;
   (iii) Customer and its end users shall ensure VoIP Service is not used to provide any part of a “for-hire” telecommunications service to an unrelated third party.

Customer hereby indemnifies, defends 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 this Section 7 (Regulatory Compliance).

8. **Customer Equipment (applicable in Asia-Pacific).** Unless otherwise specified, Customer is responsible for procuring, installing, configuring and maintaining Customer Equipment, beyond the point of Verizon facilities demarcation as identified herein, which includes, but is not limited to gateways and firewalls, software, wiring, power sources, telephone connections and/or communications services necessary for interconnection with Verizon’s facilities or otherwise for use in conjunction with the VoIP Service. Customer is responsible for ensuring that Customer Equipment is compatible with Verizon’ requirements and continues to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. If Customer connects any incompatible Customer Equipment to the VoIP Service Customer will be liable for all damages if such connection causes any malfunction or failure to the VoIP Service or the equipment or software belonging to Verizon, Customer, or any third party. Furthermore, Verizon shall not be liable for any failure of the VoIP Service resulting from Customer’s non-compliance with this provision.

**Part IV: Service Level Agreement (“SLA”).**

The service level agreement (“SLA”) for Verizon Voice Over IP + may be found at the following URL: [Verizon Voice Over IP + Service Level Agreement](#).

**Part V: Appendices.**

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<td>E-911 – Emergency Calling Terms and Conditions for U.S.</td>
</tr>
</tbody>
</table>