

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B0600386

PRINT DATE: 06/11/20

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

MCI COMMUNICATIONS SERVICES INC  
13100 COLUMBIA PIKE  
  
SILVER SPRING, MD 20904  
(410 )746-7108

### REFER QUESTIONS TO:

JOHN WALKER  
(410 )697-9688  
JOHN.WALKER@MARYLAND.GOV

### ITB:

EXPR DATE: 11/29/21  
POST DATE: 06/08/20

DISCOUNT TERMS: . NET 30 DAY  
CONTRACT AMOUNT: .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*  
STATEWIDE CONTRACT FOR  
-----  
LONG DISTANCE AND TOLL FREE SERVICE  
-----  
  
MICHIGAN COLLEGIATE TELECOMMUNICATIONS  
ASSOCIATION MASTER  
\*

CONTRACT START DATE: 6/09/2020

CONTRACT EXPIRATION DATE: 11/29/2021

THIS IS A 18 MONTH CONTRACT . THE STATE RESERVES THE RIGHT TO UNILATERALLY RENEW THIS CONTRACT \_3\_ TIMES FOR \_1\_ YEAR EACH.

\*\*\*\*\*

IF THIS CONTRACT WAS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

\*\*\*\*\*

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF

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### TERMS (cont'd):

MARYLAND.

VENDOR NAME: MCI COMMUNICATIONS SERVICES DBA VERIZON BUSINESS SERVICES

VENDOR CONTACT: JOHN KOZLOWSKI VENDOR

TELEPHONE: 410.463.2546

VENDOR EMAIL ADDRESS: JOHN.KOZLOWSKI@VERIZON.COM

### SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR LONG DISTANCE AND TOLL FREE TELECOMMUNICATION SERVICES DOMESTIC AND INTERNATIONAL  
CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

### PRICE ESCALATION:

FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED THE (APPROPRIATE INDEX AND LINK). FOR EXAMPLE; PPI FOUND AT WWW.BLS.GOV/PPI/.COM . USE THE MOST RECENT FINAL INDEX AVAILABLE ON THE \_\_\_\_ WEBSITE AT THE TIME OF THE REQUEST.  
ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE

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### **TERMS (cont'd):**

CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

### **DELIVERY AND ACCEPTANCE:**

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE

SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

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### TERMS (cont'd):

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

### ELECTRONIC TRANSACTION FEE:

A.CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE

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### TERMS (cont'd):

STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED

.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

### EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC

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### **TERMS (cont'd):**

UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

### INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

### BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE

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THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

0002          99789-LGDIST          EA

LONG DISTANCE CALLING OUTSIDE BALTIMORE LATA

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE

**CONTRACT BETWEEN THE STATE OF MARYLAND  
AND VERIZON BUSINESS NETWORK SERVICES, INC.  
UNDER MiCTA MASTER SERVICE AGREEMENT 187AN-TISA2018-0821**

This contract (the “Contract”) is made this 29 day of May, 2020 by and between the State of Maryland (“State”), acting through its Department Of General Services (“the Department” or “DGS”) and Verizon Business Network Services Inc. on behalf of MCI Communication Services, Inc., d/b/a Verizon Business Services (“Verizon”) and is issued under the November 30, 2018 Master Service Agreement **187AN-TISA2018-0821** between Verizon and MiCTA.

IN CONSIDERATION of the premises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated below:

1.1 “COMAR” means the Code of Maryland Regulations.

1.2 “Contract” means this contract between the State and Verizon that is issued under the November 30, 2018 Master Service Agreement **187AN-TISA2018-0821** between Verizon and MiCTA.

1.3 “Contractor” means Verizon Business Network Services Inc. on behalf of MCI Communication Services, Inc.

1.4 “Contract Manager” means Alan Sabol or a successor designated by the Department.

1.5 “Department” means the Maryland Department of General Services.

1.6 “Master Service Agreement” means the November 30, 2018 Master Service Agreement **187AN-TISA2018-0821** between Verizon and MiCTA.

1.7 “Member Participation Agreement” means the agreement between Contractor and the State that is issued under the Master Service Agreement.

1.8 “Parties” means Contractor and the State collectively.

1.9 “Procurement Officer” means John Walker or a successor designated by the Department.

1.10 “State” means the State of Maryland.

**2. Scope of Service**

2.1 The Contractor shall provide the State with the services and products identified in Attachment A to the Member Participation Agreement. These services and products shall be provided in accordance with this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies, contradictions, or conflicts between this Contract and the



Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

**Exhibit A** – Contract Affidavit

**Exhibit B** – Member Participation Agreement, including Attachment A, which in turn includes Schedule 9.1.2 (1 + Domestic Long-Distance Services (Outbound)), Schedule 9.2.2 (1 + Domestic Long-Distance Services (Inbound)), Schedule 9.3.2 (International Long-Distance Services), Schedule 9.4.2 (Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination), Schedule 10.1 (Voice over IP Services: Service Attachment), Schedule 10.3 (Virtual Contact Center Services: Service Attachment), Schedule 11.2 (Private IP (PIP), Domestic and International: Service Attachment), Schedule 11.5 (Access Services: Service Attachment), and Schedule 13.1 (Professional Services: Service Attachment).

**Exhibit C** – November 30, 2018 Master Service Agreement **187AN-TISA2018-0821** between Verizon and MiCTA, including all attachments

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **3. Time for Performance**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and products described in Attachment A to the Member Participation Agreement. The term of this Contract shall begin on the date the Contract is fully executed ("Execution Date") and terminate on November 29, 2021 (the "Initial Term"), unless, pursuant to § 2.2 of the Master Service Agreement, MiCTA and Verizon agree to renew the Master Service Agreement. If such an option to renew the Master Service Agreement is exercised and all necessary approvals are received, the Contract will end instead upon the termination of the most recent renewal period for which an option is exercised.

The Contract shall provide services and products upon receipt of a Notice to Proceed from the Contract Manager. The Contractor's obligations to comply with audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration of the Contract.

### **4. Consideration and Payment**

In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the rates and charges set forth in Attachment A to the Member Participation Agreement. Rates in Verizon's "Service Publication and Price Guide," covering services that are not listed on Attachment A, shall be the rates in effect at the time this Contract is fully executed. Except with the express written consent of the Procurement Officer, payment to the Contractor for the services required pursuant to this Contract shall not exceed \$2,000,000.00 during the entire term of this

Contract. This not-to-exceed amount is not a guarantee and the actual amounts paid to the Contractor could be much lower.

4.1 Invoices must be provided in the format and on the schedule identified in this Contract. Each invoice must reflect the Contractor's federal tax identification number, which is 47-0751768. The Contractor's eMaryland Marketplace Advantage identification number is SUP006215. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.2 In addition to any other available remedies if the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

4.3 Electronic funds transfer will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

#### 4.4 Invoicing

##### 4.4.1 General

(a) All invoices for services shall be submitted to the Contract Manager. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number;
- Invoice period;
- Invoice date;
- Invoice number
- State-assigned Contract number;
- State-assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information. Invoices shall be submitted monthly.

(b) Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

4.5 The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

## **5. Rights to Records; Intellectual Property**

5.1 The parties acknowledge and agree that this Contract is for the provision by Contractor of services and products and that the parties intend, as provided below, that the Department will not have or acquire any interest in the Contractor's proprietary and confidential information or intellectual property of the Contractor during the course of the performance of this Contract. Nothing in this Article 5 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know-how, methods, techniques and skills possessed prior to this Contract.

5.2 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

## **6. Non-Hiring of Employees**

No official or employee of the State as defined under Md. Code Ann., General Provisions Article, § 5- 101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **7. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **8. Maryland Law; Consent to Jurisdiction and Forum Selection; Consent to Service of Process.**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, excluding Maryland law applicable to choice of law and choice of forum. The Maryland Uniform Computer Information Technology Act, Maryland Code Annotated, Commercial Law Article, Title 22,

does not apply to this Contract. Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## **9. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **10. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## **11. Nonavailability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **12. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **13. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A) (2).

#### **14. Delays and Extensions of Time**

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **15. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or Contract Manager may determine to be appropriate for the convenience of the State.

#### **16. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **17. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreement with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **18. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

## **19. Retention of Records**

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for a period of three (3) years after final payment by the State under this Contract or any applicable statute of limitations or federal document retention requirement (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

## **20. Compliance with Laws**

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **21. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State which consent shall not be unreasonably withheld. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **22. Commercial Non-Discrimination**

22.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any

person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

22.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

22.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **23. Administrative**

23.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer and the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

23.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail or electronic mail, postage prepaid as follows:

If to the State:

John Walker  
Procurement Officer  
Department of General Services  
Office of State Procurement

45 Calvert Street, Second Floor  
Annapolis, MD 21401

Al Sabol  
Director, Telecommunications  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032  
[Alan.Sabol@maryland.gov](mailto:Alan.Sabol@maryland.gov)

If to the Contractor:

Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch, CO 80130  
Attn: Customer Service

Verizon Business Services  
500 Summit Lake Drive - Office 4-04  
Valhalla, NY 10595  
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

**24. Contract Affidavit.**

All terms and conditions of the Contract Affidavit, attached as Exhibit A, are made a part of this contract.

**25. Counterparts.**

This Contract may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

**26. Rules of Construction.**

The paragraph and section headings used in this Contract are for reference and convenience only, do not constitute substantive or operative provisions of this Contract, and shall not enter into the construction or interpretation of this Contract. Words of any gender used in this Contract shall be construed to mean and include corresponding words of any other gender. Words in the singular number shall be construed to mean and include corresponding words in the plural, when the context so requires.

**27. Indemnification.**

27.1 The Contractor shall indemnify the State against liability for any third party suits, actions, or claims of bodily injury (including death) or tangible property damages arising from or relating to the negligence or tortious acts of the Contractor in the performance of the Contractor or its subcontractors under this Contract, provided that the Procurement Officer shall immediately notify the Contractor of any such suit, action or claim, will allow the Contractor to control the defense and/or settlement of such claim and will cooperate, assist and consult with the Contractor in the defense or investigation of any such claim.

27.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

27.3 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the



defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

**28. Relationship of Parties.**

The relationship of DGS and the Contractor shall be that of independent contractors. This Contract is not intended by the parties to constitute, and shall not be construed as constituting, a partnership, joint venture, agency or any other form of business association between DGS and the Contractor. Neither party shall have any right to obligate or to bind the other party in any manner whatsoever. Nothing herein contained shall give, or is intended to give, any rights of any kind to third parties, provided, however, that the Contractor acknowledges and agrees that DGS and the State of Maryland are charged with the protection and advancement of the public interest of the State of Maryland and its people.

**29. Taxes.**

DGS shall have no responsibility or obligation for the payment of any federal, state or local taxes of any kind or type whatsoever which become payable by the Contractor or its subcontractors as a result of this Contract. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates will be completed by the Comptroller of the State upon request.

**30. Entire Contract.**

This Contract, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

**31. Cost and Price Certification**

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**32. No Waiver.**

Nothing in this Contract shall be construed to waive the State's rights, including but not limited to the State's sovereign or federal immunity or under applicable laws.

**33. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems, in the case of the State, and all non-public proprietary information of the Contractor in the case of the Contractor) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential

information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and this Contract. Such information may be used only for the purposes contemplated by this Contract. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information without restriction or (e) which such party is required to disclose by law provided that such party promptly provides the furnishing party with notice of the legal request.

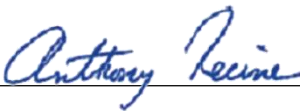
34. Notwithstanding language to the contrary in the Master Service Agreement between the Contractor and MiCTA, Contractor shall not have the right to terminate this agreement or any order placed under this agreement.

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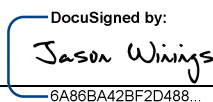
**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**WITNESS/ATTEST: VERIZON BUSINESS NETWORK SERVICES, INC.**

Cannot provide witness/  
attestation due to Covid-  
19 quarantine

By:   
Anthony Recine  
Name Typed  
SVP  
Title  
04/17/2020

**WITNESS: THE STATE OF MARYLAND:**

By:  5/29/2020  
6A86BA42BF2D488...  
Jason winings  
IT Procurement Supervisor, Office of State Procurement

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant Attorney General

## EXHIBIT A – CONTRACT AFFIDAVIT

### A. AUTHORITY

I hereby affirm that I, Anthony Recine (name of affiant) am the SVP (title) and duly authorized representative of Verizon Business Network Services Inc. on behalf of MCI Communication Services, Inc., d/b/a Verizon Business Services (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

### B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☒ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

*Name and Department ID: The Corporation Trust Incorporated*  
*Number: 410-539-2837 Address: 351 W. Camden St., Baltimore, MD 21201*

*and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:*

*Name and Department ID*  
*Number: Anthony Recine Address: One Verizon Way, Room N/A, Basking Ridge, NJ USA 07920*

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of

Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or

a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

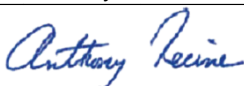
#### I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2020, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 04/17/2020

By: Anthony Recine (printed name of Authorized Representative and Affiant)



\_\_\_\_\_ (signature of Authorized Representative and Affiant)



## MEMBER PARTICIPATION AGREEMENT

**VERIZON BUSINESS NETWORK SERVICES INC., on behalf of the Verizon affiliates identified herein ("Verizon")**  
**22001 Loudoun County Pkwy.**  
**Ashburn, VA 20147**

By: Anthony Recine

Name: Anthony Recine

Title: SVP

Date: 04/17/2020

**Customer Name: State of Maryland Address: 45 Calvert Street, Second Floor, Annapolis, MD 21401**

**Member Number: MTG-21401-04**

By: Jason Winings  
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Name: Jason Winings

Title: Procurement Supervisor, Office of State Procurement

Date: 5/29/2020

This Member Participation Agreement ("Agreement" or "PA") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon"). Verizon or its providing affiliate will provide to Customer the Services set forth herein. This Agreement is binding upon execution by both parties. The applicable rates, discounts, charges and credits, if any, shall be effective either: (a) when the Service is installed if Customer does not receive such Service prior to the execution of this Agreement; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon ("Effective Date").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT TISA 2018 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PA with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PA;

NOW THEREFORE, Verizon and Customer agree as follows:

### GENERAL TERMS AND CONDITIONS

1. **Services.** Verizon will provide to Customer the services and products ("Services") identified in Attachment A to this Agreement. This Agreement shall replace and supersede the MiCTA Participation Agreement previously entered into by and between Verizon and Customer (designated as Contract ID Nos. 416562 and 427415) with respect to the Services listed in Attachment A hereto.

2. **Reserved.**

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. The Guide is available to Customer on Verizon's Internet website ([www.verizonbusiness.com/guide](http://www.verizonbusiness.com/guide)) ("Website"). Verizon may modify the Guide from time to time, and any modification will be binding upon Customer. Customer may sign-up for e-mail alerts of Guide changes. Except for new services, service features, service options or service promotions, which will become effective immediately upon their posting in the Guide on the Website, any modification made to the Guide will become effective on the date indicated in the Guide, provided that no such modification shall become effective and binding on Customer until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between Verizon and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, and (iii) the Guide.

4. **Changes to the Guide.** If Verizon makes any changes to the Guide that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within sixty (60) days of the date such change is posted on the Website. Customer shall pay all charges incurred up to the time of Service discontinuance. Verizon



may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. A "material and adverse change" shall not

include, nor be interpreted to include, (i) the introduction of a new service or any new service feature associated with an existing Service, including all terms, conditions and prices relating thereto, or (ii) the imposition of or changes to Governmental Charges (defined below).

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Reserved.**

9. **Reserved.**

10. **Reserved.**

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days.

12. **Reserved.**

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Reserved.**

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

18. **Reserved.**

19. **Notice.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail or electronic mail, postage prepaid as follows:

If to the State: John Walker  
Procurement Officer  
Department of General Services  
Office of State Procurement  
45 Calvert Street, Second Floor  
Annapolis, MD 21401

Al Sabol  
Director, Telecommunications  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032  
Alan.Sabol@maryland.gov

If to the Contractor: Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch, CO 80130  
Attn: Customer Service

Verizon Business Services  
500 Summit Lake Drive - Office 4-04  
Valhalla, NY 10595  
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

**Except as otherwise provided, notices will be deemed to have been given when received.**

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material breach. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;
- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23 **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

24. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

25. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other

element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

28. **Entire Agreement.** Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

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**ATTACHMENT A**  
**to Member Participation Agreement**

**Customer name:** State of Maryland

**1. Service.** The Services that Customer may order under this Member Participation Agreement (“Agreement”) are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

**2. Services Ordered.** The parties acknowledge for informational purposes that the Customer’s initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon will provide the following Services in accordance with the applicable MiCTA Service Attachments and Schedules listed below. For avoidance of doubt, references to “Optimized Services” will not apply to Services offered under this Participation Agreement. “Optimized Service” means any Service, Software and CPE (including any CPE Services) optimized for Verizon’s automation platform.

- Schedule 9.1.2 - 1 + Domestic Long-Distance Services (Outbound)
- Schedule 9.2.2 - 1 + Domestic Long-Distance Services (Inbound)
- Schedule 9.3.2 - International Long-Distance Services
- Schedule 9.4.2 - Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination
- Schedule 10.1 Voice over IP Services
- Schedule 10.3 Virtual Contact Center Services
- Schedule 11.2 Private IP (PIP), Domestic and International
- Schedule 11.5 Access Services
- Schedule 13.1 Professional Services

**Schedule 9.1.2-1+ Domestic Long-Distance Services (Outbound)**

LOCATIONS	All rates are per minute, based upon call origination and call termination type								
	<u>Loc / Loc</u>	<u>Loc / Ded</u>	<u>Loc / Sw</u>	<u>Ded / Loc</u>	<u>Ded / Ded</u>	<u>Ded / Sw</u>	<u>Sw / Loc</u>	<u>Sw / Ded</u>	<u>Sw / Sw</u>
					On-On	On-Off		Off-On	Off-Off
Outbound									
INTERSTATE	0.0142	0.0142	0.0190	0.0142	0.0142	0.0163	0.0190	0.0190	0.0265
MA - <u>IntraState</u>	0.0142	0.0142	0.0275	0.0142	0.0142	0.0275	0.0275	0.0275	0.0398

**Schedule 9.2.2 - 1 + Domestic Long-Distance Services (Inbound)**

LOCATIONS	All rates are per minute, based upon call origination and call termination type					
	<u>Loc / Loc</u>	<u>Loc / Ded</u>	<u>Loc / Sw</u>	<u>Sw / Loc</u>	800 DAL ( <u>Sw /</u> <u>Ded</u> )	800 CBL ( <u>Sw / Sw</u> )
					Off / On	Off / Off
Inbound						
INTERSTATE	0.0176	0.0176	0.0190	0.0176	0.0176	0.0309
<u>MA - IntraState</u>	0.0312	0.0312	0.0536	0.0312	0.0312	0.0566

The rates are postalized (not distance sensitive).

The rates are fixed throughout the term of the contract.

The rates are for Peak/Off-Peak.

Annual Volume Commitment is waived

#### **CAC Waiver**

##### **Eligible Products: Long Distance Voice Services – Carrier Access Charge**

CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

**Description:** Participation Contracts one (1) year or greater , CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

#### **Customer Eligibility:**

- \_ New Customers
- \_ Renewal Customers

#### **Outbound Domestic Calling Feature Charges:**

##### **Domestic Calling Feature Charges:**

For the term of the contract:

Option 2/3 – Toll-Free Dedicated Access Line (DAL) MRC=\$40 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED.

- Option 2 – Toll-Free and Outbound Basic Feature Package MRC
- Option 2 – Toll-Free and Outbound Combined Features Package MRC
- Option 3 - Basic and Combined Feature Package MRC
- Option 3 - \$3,000.00 Minimum Monthly Usage
- Option 2/3 – A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC
- Option 2/3 – Toll-Free Common Business Line (CBL) MRC - \$30 per Servicer Number

Install charges associated with the following Domestic Calling Features will be WAIVED.

- Toll Free and Outbound Basis Feature Package Install
- Toll Free and Outbound Combined Features Package Install
- Basic and Combined Feature Package MRC
- Switched Access Location (CBL) Install
- Dedicated Access Location Install

**Section 9.3.2, International Long Distance Service:**  
**International Outbound Voice Pricing: (VBS3 – Guide Type 22)**

For International Outbound Voice Pricing = VBS3 less 18% discount

**Directory Assistance and Assisted Dialing Services**

**Directory Assistance:**

Domestic Directory Assistance = \$0.41

International Directory Assistance = Use standard Guide rates

**Calling Card:**

For the term of the contract,

Domestic Calling Card Surcharge = \$0.154/per call

International Calling Card Surcharge = \$0.77/per call

**For each of the above Services:**

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contact.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

**Schedule 9.4.2 - Toll-Free 800 Services: Inbound IP Toll Free & Voice Inbound Local Origination**  
**VoIP Inbound - Toll Free (formerly IP Toll Free)**

Term	List Rate	Agreement Term
Domestic Transport	\$0.0312	\$0.0153

**VoIP Inbound - Local Origination (VILO)**

**Local Origination Access Charges.** Customer will be charged a network access rate on a per-minute basis in accordance with the table below assessed in 6 second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per call minimum applies.

	List Rate Without IP IVR	List Rate With IP IVR	MiCTA MRC Without IP IVR	MiCTA MRC With IP IVR
Switched Termination	\$0.0278	\$0.0394	\$0.0153	\$0.0217
Dedicated/Local Termination	\$0.0178	\$0.0252	\$0.0090	\$0.0128
IP Termination	\$0.0119	\$0.0208	\$0.0063	\$0.0105

**VoIP Outbound LD Voice**

Outbound LD Voice Services. Customer will pay a monthly recurring Charge (MRC) based on the number or ordered agents (VCC services)

as set forth in the table below.

Number of Ordered Agents	MiCTA Outbound LD Voice MRC
0 to 49	\$140.00
50 to 99	\$275.00
100 to 149	\$415.00
150 to 199	\$550.00
200+	\$685.00

### Service Terms:

The rates are postalized (not distance sensitive).

The rates are fixed throughout the term of the contract.

The rates are for Peak/Off-Peak.

Annual Volume Commitment is waived

### Domestic Calling Feature Charges:

For the term of the contract,

- Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED:

\_ Option 2 - Toll-Free and Outbound Basic Feature Package MRC

\_ Option 2 – Toll-Free and Outbound Combined Feature Package MRC

\_ Option 3 - Basic and Combined Feature Package MRC

\_ Option 3 - \$3000.00 Minimum Monthly Usage

\_ Option 2/3 – A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC

Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$30 per Service Number

Install charges associated with the following Domestic Calling Features will be WAIVED.

\_ Toll Free and Outbound Basic Feature Package Install

\_ Toll Free and Outbound Combined Features Package Install

\_ Basic and Combined Feature Package Install

\_ Switched Access Location (CBL) Install

\_ Dedicated Access Location Install

### CBL Waiver

**Eligible Products: Toll Free 800 Services – CBL Charge**

**Toll Free Business Lines/Commercial Business Line (CBL)**



**(8003 – switched termination)**

CBL stands for Commercial Business Line. Toll Free service cannot be directly provisioned onto a Local T1. The customer must install a switched termination (CBL) per ANI to terminate Toll Free service onto the Local T1. The Toll Free services cannot terminate directly to a Local DID number without the CBL access for the Local DID.

**Description:** Participation Contracts one (1) year or greater , CBL charges will be waived for new and renewing Toll Free 800 customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Toll Free 800 Service.

Waiver does not apply to existing Toll Free 800 customers.

**Customer****Eligibility:**

- \_ New Customers
- \_ Renewal Customers

**Schedule 10.1.2 - Voice over IP Services****Schedule 11.2.2 - Private IP (PIP), Domestic and International**

DoT							
100 Community Place, Crownsville MD 21032							
SIP Trunking	NEC SV9300	IP Trunking	Monthly Recurring Charges				Non-Recurring
Item Description	Monthly Allocation	Qty	VBS III	MiCTA	Schedule	Total Cost	Charges
250 Local and Long Distance	12,500	50	\$28.00	\$11.48		\$574.00	\$0.00
Service Establishment Fee		Qty					
DID's (Blocks of 20)		4	\$6.25	\$3.21		\$12.84	\$0.00
100 Community Place, Crownsville MD 21032							
IP Trunking		Monthly Recurring Charges					Non-Recurring
Item Description	Schedule		Qty	VBS III	MiCTA	Total Cost	Charges
IP Trunking Best 250 Local & LD		G.711	46	\$38.00	\$11.48	\$528.08	\$0.00
Transport - Ethernet Fiber		Monthly Recurring Charges					Non-Recurring
Item Description	Schedule	SAR ID	Speed Mb	Qty	VBS III	MiCTA	Total Cost
100 Community Place, Crownsville MD 21032							
Private IP Ethernet (Type 2) Access			10	1	\$548.00	\$493.20	\$493.20
Private IP MPLS Port			6	1	\$2,050.00	\$564.57	\$564.57
Gold C.A.R.			4.096	1	\$439.00	\$120.90	\$120.90
1401 Russell Street, Baltimore MD 21232							
Private IP Ethernet (Type 2) Access			10	1	\$414.00	\$372.60	\$372.60
Private IP MPLS Port			6	1	\$2,050.00	\$564.57	\$564.57
Gold C.A.R.			4.096	1	\$439.00	\$120.90	\$120.90

**Schedule 11.5.2 – Access Services**

									MiCTA Domestic US Local Loop Access TDM DS1		
Site	Agency	Street Address	City	State	Zipcode		CLLI	CO NAME	LATA	MRC	NRC
1	MSP	1201 REISTERSTOWN RD	PIKESVILLE	MD	21208	1	PIVLMDPK	PIKESVILLE	238	\$214.70	\$0.00
2	MVA	6601 RITCHIE HIGHWAY	GLEN BURNIE	MD	21062	2	GLBRMDGL	GLENBURNIE	238	\$366.70	\$0.00
3	MENV	1800 WASHINGTON BLVD	BALTIMORE	MD	21230	3	BLTMMDED	EDMONDSON	238	\$344.85	\$0.00
4	DoIT	301 W. PRESTON ST	BALTIMORE	MD	21201	4	BLTMMDMD	MADISON	238	\$130.15	\$0.00
	DoIT	301 W. PRESTON ST	BALTIMORE	MD	21201	5	BLTMMDMD	MADISON	238	\$130.15	\$0.00
	DoIT	301 W. PRESTON ST	BALTIMORE	MD	21201	6	BLTMMDMD	MADISON	238	\$130.15	\$0.00
5	DoIT	80 CALVERT ST	ANNAPOLIS	MD	21401	7	ANNPMDAN	ANNAPOLIS	238	\$306.85	\$0.00

**Schedule 10.3.2 - Virtual Contact Center Services**

Description	Quantity	Unit Charges	Monthly Recurring Charges (MRC)
Number of Committed agents (Unique) [BASELINE] 5-99 Agents	1	\$112.00	\$112.00
Port Fee Unique Users - Per Extra Port (0-249 Users) 5-99 Agents	1	\$66.40	\$66.40
Voice Recording Unique Users-5-99 Agents	1	\$10.40	\$10.40
Storage (per extra GB purchased above 1 GB provided for each Agent) 5-99 Agents	1	\$1.04	\$1.04

**Schedule 13.1.2 Professional Services**

Professional Services  
Refer to SOW No. O-2483408

Customer Location	Description	Invoicing Schedule	Labor Type	Milestone or Period Charge USD (\$)	Number of Periods	TOTAL of Milestone or Period Charge USD (\$)
CROWNSVILLE, MD	Application Infrastructure – Project Manager	Periodic Monthly	Remote	15,593.93	17	265,096.81
<b>Total Contract Value</b>						265,096.81

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges applicable pursuant to the MiCTA Master Agreement, the rates and charges set forth above shall apply.

Term Commitment. Customer shall purchase the above Services for the Initial Term (defined above).

Service Locations. The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

Subject to DGS's authority, the above services shall be provided to Customer under this Agreement at any State Agency location. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the Parties.

**3. Service Attachment.** Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the MiCTA Master Agreement or Guide, are incorporated herein by reference and shall be a part of this Attachment A.

## Schedule 10.1.2

### VOICE OVER IP SERVICE

#### 1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Service Features
- 1.3 Optional Service Features
- 1.4 Additional Verizon Responsibilities
- 1.5 Customer Responsibilities

#### 2. AVAILABLE VERSIONS

- 2.1 Optimized VoIP Service – Contracted by Customer on or after November 15, 2013
- 2.2 Optimized VoIP Service – Contracted by Customer before November 15, 2013
- 2.3 Non-Optimized VoIP Service

#### 3. SUPPLEMENTAL TERMS

#### 4. SERVICE LEVEL AGREEMENT

#### 5. FINANCIAL TERMS

- 5.1 Optimized Services
- 5.2 Non-Optimized Services

#### 6. DEFINITIONS

#### 1. GENERAL

- 1.1 **Service Definition.** Voice over IP (VoIP) Service enables Customer to make telephone calls via the Internet. Verizon offers two types with Optimized and Non-Optimized Service: IP Integrated Access (for sites with key or PBX systems) and IP Trunking (for IP PBX equipment); and a third type with NonOptimized VoIP Service: Hosted IP Centrex, where all the features of a PBX or key system reside on Verizon's VoIP network.
- ☐ **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized VoIP + Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized VoIP Service.

#### 1.2 Standard Service Features

- 1.2.1 **Calling Capacity.** With VoIP Service, Verizon provides Customer the ability to select its simultaneous calling capacity.

- 1.2.2 **Burstable Enterprise Shared Trunks (BEST).** Customer's VoIP sites that are provisioned with BEST will be able to share the total simultaneous calling capacity purchased by Customer across its enterprise on a regional basis. Thus, 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./Canada, Europe, and Asia-Pac regions. BEST applies to enterprises in which all locations are on a metered or tiered pricing model. Simultaneous calling capacity can be shared between locations receiving both Local and LD VoIP service, and between locations receiving only LD service, but not across those two kinds of locations.

#### 1.2.3 Local/National Calling Services

**1.2.3.1 Outbound Public Service Telephone Network (PSTN or Local) Calls.** Verizon enables Customer to place calls to most PSTN destinations, including but not limited to, local, national, international, fixed-to-mobile, Directory Assistance and non-geographic destinations. For Europe, a list of destinations not currently supported by VoIP Service is available upon Customer's request.

**1.2.3.2 Number Portability.** Verizon enables Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time VoIP Service is made available for use, or delay LNP for up to 10 days afterwards.

## **1.2.4 Caller ID Information – Outbound**

**1.2.4.1 Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) Caller ID Information are supported.** Verizon enables Customer to prevent, or control, the presentation of its outbound Caller ID information to call recipients through the Calling Line Presentation (CLIP) and Calling Line Restriction (CLIR) features.

- CLIP presents a default Calling Line Identity.
- CLIR blocks the presentation of Customer's CLI.

**1.2.4.2 Alternative Caller ID (VoIP IP Trunking only).** Through the "Alternative Caller ID" feature, Verizon enables Customer to present an alternative CLI to call recipients, e.g., to display a local presence. Details on what types of numbers are supported are available on request.

**1.2.5 Directory Assistance.** Verizon provides directory assistance, so that Customer can call the directory assistance operator to request telephone numbers (up to two per call in the U.S.).

**1.2.6 Operator Services.** Verizon provides operator assistance, so that Customer can call to request help to complete a long distance or local exchange telephone call.

**1.2.7 Codecs Support.** Verizon supports calls originating from Customer equipment on any of the following Codecs (compression standards): G.711, G.729, T.38, and G.722/H.264. Verizon's VoIP Service transmits faxes sent using the G.711 and T.38 codecs.

**1.2.8 Key Group (IP Integrated Access only).** Verizon supports all features of the Key System at a Customer Site, and Customer can also use the following Verizon VoIP features: Call Return, Call Trace, Call Transfer, Call Waiting, Cancel Call Waiting, Consultation Hold, Hold, Flash Call Hold, Last number redial, Three-way calling, using the Feature Access Codes (as applicable).

## **1.2.9 Support Services**

**1.2.9.1 Online Integrated Administrator Console.** Verizon provides an online VoIP portal known as the Integrated Administrator Console (IAC) which Customer's designated administrator can use to set up and manage VoIP Service-related call routing and restrictions for Customer-defined groups across Customer's enterprise.

**1.2.9.2 Technical Support – Local Helpdesk.** Verizon provides a Helpdesk, which Customer's administrator can call for help with VoIP service issues.

## **1.3 Optional Service Features**

**1.3.1 VoIP IP Enterprise Routing (VIPER).** Verizon will complete calls dialed over public numbers between Verizon VoIP Service Customer locations enabled with the VIPER feature without applying per-minute domestic or international usage charges. VIPER is available in the U.S., Canada, Europe, and Asia-Pacific (except India).

**1.3.2 Additional Optional Features. Call Forwarding; Calling Name Inbound** (U.S. only; does not show names of wireless callers); **Voice Mail** (U.S. only); **Auto-attendant; Accounting/Authorization codes; Call Intercept.**

**1.4 Additional Verizon Responsibilities – Demarcation.** Verizon provides VoIP Service up to the demarcation point, which is the following:

- For VoIP IP Trunking, the Ethernet interface card where Customer's LAN is connected to the IP router.
- For 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).
- For IP Integrated Access with a Key system, the FXS port.
- For 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, the demarcation for the IP Trunking VoIP Service for each Customer Site in the centralized multi-site environment is the Hub site termination.

#### 1.5 Customer Responsibilities

**1.5.1 Transport.** As transport for use with VoIP Service, Customer will, at its discretion, (a) separately purchase Verizon Internet Dedicated, Internet Dedicated Ethernet, Private IP Service, or Ethernet to Private IP Service (the latter two are the only forms of transport in India); or (b) in the case of use in the U.S. or in the Europe, Middle East, and Africa (EMEA) region, provide internet dedicated or internet dedicated ethernet, service. Customer will contract directly with Verizon Wireless if Customer utilizes Verizon Wireless as access in the U.S. into Verizon's PIP network (available only with Optimized Service).

**1.5.2 Customer Facilities.** Customer will ensure that all Customer Facilities are compatible with VoIP. Customer may meet this responsibility by contracting separately with Verizon to perform associated tasks.

**1.5.3 Customer Not Ready.** The Customer must provide the order information sought by Verizon (e.g., porting telephone numbers, demarcation information) and, if applicable, provide to Verizon the date the Customer's site will be ready for the service within 10 business days of the date Verizon first contacts the Customer for such information. If the Customer does not provide such information by the 10<sup>th</sup> business day, then Verizon may cancel your order.

#### **1.5.4 Emergency Calling Services**

**1.5.4.1 Busy Signal.** If the maximum number of concurrent calls on an IP trunk is exceeded or a Service outage occurs, an end-user may receive a busy signal when the end-user attempts to contact emergency services. Customer will inform its end-users of such possibility as described further in Section 3.8.1 and is responsible for developing and implementing alternative methods for its endusers to obtain access to emergency services.

**1.5.4.2 Customer Relocates IP Phone.** With respect to VoIP IP Trunking, if Customer relocates any of its IP phones to another Customer site, Verizon will have no knowledge of such relocation and will continue to route emergency services calls based on the address associated with the registered ANI or STN the customer initially provided to Verizon. Customer is responsible for 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 phones.

**1.5.4.3 Extension Formats.** Customer 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. (A List of European Emergency Numbers is available to Customer upon its request.) Use of any of those formats may prevent emergency calling from operating properly.

## 2. AVAILABLE VERSIONS

### 2.1 Optimized VoIP Service – Contracted by Customer on or after November 15, 2013

**2.1.1 Service Description.** With Optimized VoIP Service contracted by Customer on or after November 15, 2013, Verizon provides the following optional Service features.

#### 2.1.2 Optional Service Features

**2.1.2.1 BEST+.** With BEST+, Verizon enables Customer to burst through and exceed its simultaneous calling capacity should it make or receive a spike in traffic.

**2.1.2.2 Enterprise Trunk Premium.** With Enterprise Trunk Premium, Verizon provides a billable business continuity option if Customer desires session border controller (SBC) geographic redundancy.

**2.1.2.3 Enterprise Route Overflow.** In the event of an IP address being unreachable, thereby causing inbound calls to fail, Enterprise Route Overflow 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).

**2.1.2.4 Premium Support Services.** Verizon offers the following post-implementation, supplemental Premium Support Services for VoIP Services:

- **VoIP Feature Management.** VoIP Feature Management consists of those feature configuration and profile changes that could be performed by Customer either via the VEC or IAC if Customer chose to do so.
- **CPE and local area network (LAN) Support.** Premium CPE and LAN support services consists of activities that enable or improve the capabilities provided by Customer's CPE. Examples of CPE and LAN support activities include performing IOS upgrades for phones and IP phone configuration.
- **Alternative Re-routing (U.S. only).** Verizon will work with Customer to provision pre-defined re-routing plans for each of its VoIP telephone numbers (TNs) to facilitate Service continuity in the event of an emergency or disaster, using remote call forwarding for each such TN.

**2.1.2.5 Verizon Wireless Connected VoIP.** If Customer orders the Verizon Wireless Connected VoIP feature, Verizon will complete calls originating from a Verizon VoIP Service Customer location enabled with

the VIPER feature in the U.S. to any Verizon Wireless telephone number without applying per-minute U.S.-domestic or international usage charges on the VoIP originating end. Applicable Verizon Wireless usage charges may still be charged on the terminating end.

### 2.1.3 Optional Feature Package

**2.1.3.1 VoIP Essential Feature Package (U.S.).** Customer has the option to order a limited feature package that restricts use of certain VoIP features. This optional feature package is only available with location level concurrent calls. If Customer orders this package, the selected customer site will not be able to use the following features: BEST; VIPER; Verizon Wireless Connected VoIP; Alternative Caller ID; Call Intercept; and Accounting/Authorization Codes. Further, the customer will not be able to use the following Enterprise level features: BEST+; Enterprise Trunk Premium; or share tiered long distance minutes across Customer sites.

**2.2 Optimized VoIP Service – Contracted by Customer before November 15, 2013.** The service description, features, and terms and conditions particular to VoIP Service contracted by Customer before November 15, 2013 are set forth here:

[http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_plus\\_voice\\_over\\_ip.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_plus_voice_over_ip.pdf)

### 2.3 Non-Optimized VoIP Services

**2.3.1 Non-Optimized VoIP Service (U.S.).** For Non-Optimized VoIP Service contracted by Customer in the U.S. prior to November 15, 2013, the service description, features, and terms and conditions are set forth here:

[http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_voice\\_over\\_ip.htm](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_voice_over_ip.htm)

**2.3.2 Non-Optimized VoIP Service (Non-U.S.).** For Non-Optimized VoIP Service contracted by Customer outside the U.S. prior to November 15, 2013, the service description, features, and terms and conditions are set forth in Customer's Contract and Service Order Form (SOF).

## 3. SUPPLEMENTAL TERMS

- 3.1 **No Resale.** This VoIP Service offering is not designed for resale as a stand-alone service. If Customer is buying VoIP Service on a tiered or metered pricing plan, Customer may provide 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.
- 3.2 **Auto Dialing.** Customer's call capacity is limited to 10 call attempts per second on the Verizon network. If additional capacity is requested by Customer, provided such additional capacity is available, Verizon will provide such additional capacity to the Customer.
- 3.3 **SIP (Session Initiation Protocol) Message Rate Limiting.** To protect Verizon network infrastructure from potential overload conditions (and the resulting impairment of VoIP Service to customers) 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. The thresholds



applicable for any particular device may vary over time, but are designed to be sufficient to allow for Customer's full utilization of its VoIP Service.

### 3.4 Service Limitations

- 3.4.1 **Modems.** 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.
- 3.4.2 **Fax Transmission.** Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, the VoIP Service SLA does not include fax transmission success.
- 3.4.3 **Alarm Lines.** Alarm lines (whether or not they use modems) are not supported on, and should not be used with VoIP Service, with respect to both service and wiring, without limitation.
- 3.5 **Design/Configuration Modification.** Within Customer's Verizon-approved Service design, Customer may, if it chooses, upgrade its CPE configuration to the next-generation configuration of the same combination of manufacturer and design. To avoid disruption to Customer's or other customers' VoIP service, however, Customer will develop a written plan to be approved by Verizon before implementing an entirely new CPE architecture.
- 3.6 **Call Origination.** Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call.
- 3.7 **Emergency Calling Access Limitations.** Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP Service:
- **Loss of Power.** 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.
  - **Non-Authorized Telephone Number.** A call by an end-user using a number that is not registered with Verizon.
  - **Non-Native Telephone Number.** A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
  - **LD-only Service.** Emergency calling is not available with LD-only service.
  - **IP phones connected to an IP PBX indirectly.** Emergency services cannot be reached from IP phones connected to an IP PBX indirectly connected to Verizon's VoIP Network (e.g., IP phones at Customer's internal remote sites as part of an IP PBX Centrex installation) that are not subscribed to an IP Trunking centralized multi-site environment.

**3.8 E-911 Regulatory Requirements – U.S.** A provider of “interconnected VoIP service,” as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.

**3.8.1 End-User Notice Requirements.** Customer will notify all of its end-users of VoIP Service of the interaction and/or limitations of E-911 with VoIP Service as set forth in the Service Terms for VoIP Service. Customer is solely responsible for any third-party claims and liability arising from Customer’s failure to so notify its end-users.

**3.8.2 E-911 And VoIP IP Trunking Service.** Because Customer’s IP Trunking may permit end-users to use VoIP Service at other than Customer’s or the end-users’ primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer will, with respect to IP Trunking:

- detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) use a third-party service to enable the conveyance of E911 calls to the proper Public Service Answering Point (PSAP) from the end-user’s current location;
- only permit such nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC’s E-911 requirements for interconnected VoIP service; and
- otherwise block all VoIP calls attempted to be made via the nomadic service.

**3.8.3. Provider Parity.** For purposes of 47 U.S.C. 615a – commonly referred to as the NET 911 Improvement Act – and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.

**3.9 Access to CPNI in U.S.** Verizon shall provide CPNI related to Customer’s use of VoIP Service only to the CPNI authorizers selected by customer and designated in writing to Verizon.

**3.10 Regional-Specific Terms (Europe).** The following regional-specific terms apply to Customer’s sites using VoIP Service in Europe.

**3.10.1 Emergency Calling.** VoIP Service enables Customer to access the Emergency Service Answering Point (ESAP) in its respective country using the appropriate numbers. The calling number transmitted to the ESAP will be the number stored in the Verizon SIP servers. Customer will keep all numbers up-to-date at all times. Emergency call routing and back-tracking (“silent” emergency calling) are only supported for calls from Customer sites that are identified by a Service Order issued under this Service Attachment.

**3.10.2 Onward Routing.** When a call originates in a European country other than one of the Verizon VoIP-eligible countries, and is handed over to Verizon in one of the Verizon VoIP-eligible countries for onward routing to a PSTN destination, VoIP Service is unable to correctly identify the call’s originating location and the CLI format will instead identify the call as originating in the eligible country where the call is handed over to Verizon. Furthermore, Customer will not hand over such calls to Verizon for onward routing to a PSTN destination where this is prohibited or restricted by law or regulation.

3.11 **Regional-Specific Terms (Asia-Pac).** The following regional-specific terms apply to Customer's sites using VoIP Service in the Asia-Pacific region.

### 3.11.1 Australia, Hong Kong, and Singapore

3.11.1.1 **Scope.** IP Trunking Service enables a Customer end user to access the Emergency Service Answering Point (ESAP) in the end user's 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.

3.11.1.2 **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).

3.11.2 **India.** The following terms apply if Customer's enterprise network using VoIP Service includes a site in India, the Verizon entity providing VoIP Service to Customer is in India, or as otherwise specified below.

3.11.2.1 **No Emergency Calling in India.** Customer will not use IP Trunking Service for emergency calling in India. Customer will notify its end users in India of the limitations in relation to emergency calling via VoIP Service (including those detailed above).

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

- **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 will register with DoT as an OSP (and provide a copy of that registration to Verizon) before using IP Trunking Service for call center or other service provider (OSP) operations. Customer shall provide a copy of Customer's OSP registration to Verizon prior to using IP Trunking Service for call center or OSP operations.
- **Connections to the PSTN or PLMN Subject to OSP Registration.** Because India regulations prohibit connections to the distant-end PSTN or public land mobile network (PLMN) outside of India unless Customer is registered as an OSP with DoT, Customer will be registered and in compliance as an OSP at all times where Customer's dial plan includes termination to any PSTN or PLMN.
- **Logical Partitioning.** In accordance with the notification issued by DoT (No 18-1/BS II dated 19th April, 2006), Customer may terminate the underlying network access to an EPABX and the PSTN if the EPABX is logically partitioned to prevent any flow of traffic between the public and private networks. Before ordering IP Trunking, Customer will provide a representation from Customer's EPABX supplier certifying that the supplier has implemented logical partitioning to prevent any unauthorized flow of traffic between the public and private networks. Customer will

not alter the logical partitioning on the EPABX to allow unauthorized cross flow of traffic between Customer's public and private networks.

- **Compliance Audits.** During the duration of the Agreement Customer will permit Verizon and/or the national regulatory authorities of India to inspect the logical partitioning on the EPABX to confirm that it is effective.

3.12 **Regional-Specific Terms (Canada).** The following regional-specific terms apply to Customer's Sites using VoIP Service in the Canadian region.

3.12.1 **Emergency Calling.** Verizon Canada VoIP Service includes basic 9-1-1 capabilities which have certain limitations relative to the enhanced 9-1-1 capabilities that are available on most traditional telephone services. For more information on Verizon Canada basic 9-1-1 go to [www.verizonenterprise.com/terms/ca/](http://www.verizonenterprise.com/terms/ca/)

#### 4. SERVICE LEVEL AGREEMENT (SLA)

4.1 **SLA.** The SLA for VoIP Service applicable to Customer sites in the respective regions is set forth at the following URL for U.S./Canada Services and Europe Services:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_voip\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_voip_sla.pdf)

4.2 **SLA Credits.** Information provided to Customer through the VEC or through the IAC is for Customer information purposes only and is not used to calculate any service credits that Customer may be entitled to pursuant to an applicable VoIP Service SLA. Under these SLAs, the maximum amount of credit available to Customer for any calendar month is the simultaneous calling capacity monthly recurring charge (MRC) plus the applicable MRC for the related Internet Dedicated service under the Agreement.

4.3 **Enterprise Trunk Premium.** If Customer purchases Enterprise Trunk Premium (ETP), the standard VoIP Network Availability SLA threshold is enhanced to 100%. To make an ETP SLA claim for credit, Customer will request such credit within 30 business days after the month in which the ETP Network Availability SLA was not met in accordance with the standard VoIP Service SLA process guidelines at [www.verizonenterprise.com/terms](http://www.verizonenterprise.com/terms). For ETP-related SLA claims, Customer will note in the Comments section of the on-line credit request form that it is an ETP SLA Network Availability credit request.

#### 5. FINANCIAL TERMS

5.1 **Optimized Service.** Customer will pay the charges for Optimized VoIP Service + specified in the Agreement, including those below, and at the following URL: [www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm). Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

##### 5.1.1 Administrative Charges

Administrative and Supplemental Services	Nonrecurring Charge (NRC)
<b>Expedite Fee</b> During Normal Working Hours	\$700.00 per event per location

Outside Normal Working Hours	\$1,050.00 per event per location
<b>Cancellation</b> (cancellation of VoIP Service post-Order, prior to completion of Installation)	\$800.00 per location
<b>Premium Services – U.S./Canada Locations</b> Enterprise Activity Charge Administrator Activity Charge User Charge Onsite Support Remote Support	 \$100 per instance \$50 per instance \$25 per instance \$125 per hour \$90 per hour
<b>Premium Services – Europe, Asia-Pacific Locations</b> Enterprise Activity Charge Administrator Activity Charge User Charge Onsite Support Remote Support	 \$200 per instance \$100 per instance \$50 per instance \$125 per hour \$175 per hour
<b>Service Establishment Fee – U.S./Canada Locations</b> <u>During Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers_ <u>Outside Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers	  \$100.00 per location \$500.00 per location  \$150.00 per location \$750.00 per location
<b>Service Establishment Fee – Europe, Asia-Pacific Locations</b> <u>During Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers_ <u>Outside Normal Working Hours</u> 1 – 500 telephone numbers > 500 telephone numbers	  \$250.00 per location \$500.00 per location  \$375.00 per location \$750.00 per location
<b>Dispatch Charge</b> For dispatch of Verizon technician to make Customer-requested changes – charged per occasion: During Normal Working Hours Outside Normal Working Hours	  \$500.00 per event \$750.00 per event
<b>Service Change Fee – U.S./Canada Locations</b> <u>During Normal Working Hours</u> Simple Complex <u>Outside Normal Working Hours</u> Simple Complex	  \$100.00 per event per location \$300.00 per event per location  \$150.00 per event per location \$450.00 per event per location

<b>Service Change Fee – Europe, Asia-Pacific Locations</b>	
<u>During Normal Working Hours</u>	
Simple	\$250.00 per event per location
Complex	\$300.00 per event per location
<u>Outside Normal Working Hours</u>	
Simple	\$375.00 per event per location
Complex	\$450.00 per event per location

**5.1.2 Pricing Options.** VoIP Service is available with Tiered and Metered pricing options. Rates and charges will apply for International calls, national (in-country) calls, certain Local Service features, Directory Assistance, and related items.

**5.1.2.1 Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. 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 minutes (termination is outside Customer's enterprise), based on Customer's tier selection, which further includes –
  - for U.S./Canada VoIP locations, an allotment of domestic long distance (LD) minutes and unlimited Local calling if Local Service is offered in the affected region and purchased by Customer; ○ for Europe and Asia-Pac VoIP locations, an allotment of national minutes to enable calls to non-mobile terminations. National calls to mobile terminations are subject to per-minute usage rates.

Customer will pay a per-minute charge for all minutes in excess of its allotment of inter-enterprise VoIP minutes.

If simultaneous calling units are provisioned at the location level (level available with Non-Optimized VoIP Service and Optimized VoIP Service), a minimum of one unit must be purchased for each location and allotted minutes cannot be shared between locations, nor can they be rolled over from month to month.

If the simultaneous calling capacity is provisioned at the enterprise level (level available with Optimized VoIP Service), minutes can be shared between Customer locations (with like Services, e.g., Local and LD to Local and LD), but they cannot be rolled over from month to month. [Tiered simultaneous calling units cannot be provisioned at the enterprise level in the Europe and Asia-Pac regions.]

Calls to international locations can also be made but are billed at metered rates.

**5.1.2.2 Metered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay an MRC per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. Each such simultaneous calling unit includes:

- unlimited intra-enterprise VoIP calls (VoIP origination and termination within Customer's enterprise), and
- for U.S./Canada VoIP locations, local calling if Local service is offered in the affected region and purchased by Customer.

Inter-enterprise VoIP calls (termination is outside Customer's enterprise), including LD 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.

Simultaneous calling units can be provisioned for metered pricing at both the location and enterprise levels for Optimized Service and at the location level for Non-Optimized Service. If simultaneous calling units are provisioned at the location level, a minimum of one unit must be purchased for each hub and remote location.

**5.1.2.3 BEST+.** BEST+ is an optional billable feature available if Customer (i) purchases Optimized VoIP Service via a "right to buy" arrangement, and (ii) purchases a minimum of 200 simultaneous calling units at the enterprise level. With BEST+, Customer can exceed (or "burst") its simultaneous calling capacity if, for example, it experiences an unplanned burst of inbound/outbound voice calls. To enable BEST+, Customer will be charged an MRC based on its simultaneous calling capacity purchased at the enterprise level and its selected tier of burstable simultaneous calling units (see table below). Customer also will be charged an NRC for the maximum number of bursted simultaneous calling units attained during the affected billing period.

Simultaneous Calling Capacity		
BEST+ Tier	Per Enterprise*	Maximum Additional Simultaneous Calling Capacity
1	200 – 399	+ 50
2	400 – 799	+100
3	800 – 1,199	+ 200
4	1,200 – 1,599	+ 300
5	1,600+	+ 400

\* Customer may purchase at its Per Enterprise level or below. For example, if Customer purchases a Simultaneous Calling Capacity of 1,000 calls, it is in BEST+ Tier No. 3. It can purchase the Maximum Additional Simultaneous Calling Capacity for Tier Nos. 3, 2, or 1. It cannot purchase at Tier Nos. 4 or 5 (unless it subsequently purchases additional Simultaneous Calling Capacity to advance into either of those

Tiers).

### 5.1.3 Alternative Re-routing

**5.1.3.1 Conditions.** Alternative Re-routing is limited to 50 TNs per plan and 100 TNs per location, all TNs that Customer desires to include in the pre-defined plan must be served by the same Class 5 switch, and a plan must be invoked in its entirety when it is activated. Customer must open a trouble ticket with Verizon to invoke Alternative Re-routing.

### 5.1.3.2 Charges

- Set-up/Configuration: 5.5 Premium Services Remote Support hours per plan.
- Enterprise Activity Charge applies per plan activation on demand.
- Enterprise Activity Charge applies per plan de-activation on demand.

- 5.1.4 **Class 5 Diverse Provisioning.** A one-time charge of two Premium Services Remote Support hours will apply for each block of 150 DIDs provisioned to an alternate Class 5 Central Office.
- 5.1.5 **Installation.** 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 then will be performed on an expedited basis, if practicable, pursuant to Customer's request. 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 so-called Telco), Customer shall pay the associated Telco charges.
- 5.1.6 **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.
- 5.1.7 **Billing Initiation.** Billing for VoIP Service will begin on the Service Activation Date, even if Customer's numbers have not been ported to the VoIP Service.
- 5.2 **Non-Optimized Services.** Customer will pay the charges for Non-Optimized VoIP Service as specified in the Agreement's Attachment A(including any SOF). Billing begins when Non-Optimized VoIP Service is available for use, even if Customer's numbers have not been ported to the VoIP Service.
6. **DEFINITIONS.** The following definitions apply to VOIP, in addition to those identified in the Master Service Agreement between Verizon and MiCTA ("MSA") as well as the the administrative charge definitions at the following URL  
[www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)

Term	Definition
Customer Facilities	Customer equipment, software, wiring, power sources, telephone connections and/or communications services necessary for Customer to use VoIP Service.
Interconnected VoIP service	Means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IPcompatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN.
Simultaneous calling capacity	The maximum number of concurrent calls available at a site or enterprise, as applicable. Simultaneous calling capacity for Non-optimized VoIP Service is purchased at the location level, i.e., per Customer site. Simultaneous calling capacity for Optimized Service may be purchased at the location level or the enterprise level. For Non-Optimized Service, only off-net calls (i.e., calls that do not remain IP end-to-end, e.g., a call that terminates to the PSTN) count against Customer's simultaneous calling capacity. For Optimized Service, off-net and onnet calls count against Customer's simultaneous calling capacity.





**Schedule 10.3**  
**Contact Center As A Service – Virtual Contact Center**  
**(“Virtual Contact Center”)**  
**Service Attachment**

1. **General Description.** Virtual Contact Center Service (hereinafter, “Virtual Contact Center” or the “Service”) is a network-based multimedia automatic call distribution (ACD) offering that provides intelligent call routing fully managed within carrier-grade application hosting facilities. Virtual Contact Center includes the ability to provision contact center users (“User(s)”) and supervisors (“Supervisor(s)”) via a web-based interface and to establish routing plans to send inbound phone calls (from Customer-identified and Verizon-provisioned IP inbound numbers), chats and emails (from Customer-identified and -provisioned Customer websites) to Customer-identified and -provisioned Users. To use the phone call routing capabilities of Virtual Contact Center, Customer must also purchase Verizon’s VoIP Inbound Toll Free and/or Local Origination service offered via its contract for IP Contact Center Service.

2. **Rates and Charges**

- 2.1 **Implementation Fees.** Customer will pay a non-recurring charge (“NRC”) to implement Virtual Contact Center. The NRC is charged in the first month and is the total of the two charges shown below.

Charge	NRC
Easy Implementation Less than 15 Users	\$13,500 + \$15 per ordered user
Moderate Implementation 15 – 49 Users	\$20,000 + \$15 per ordered user
Complex Implementation 50 or Greater	\$27,000 + \$15 per ordered user

- 2.2a **Standard Supervisor/User Fees.** Customer will pay a monthly recurring charge (“MRC”), fixed for the VCC Service Commitment Period, for Virtual Contact Center on a Unique User basis, as set forth below. Customer will pay the MRC for a minimum of five (5) Users (“Minimum User Requirement”).

Individual Type	Charge Description for Unique Users	MRC* (5-99 Users)	MRC* (100+ Users)
User Fee	Per Unique Logged-in User (see Definitions in table in Sect. 2.3)	\$114.80	\$105.00
Port Fee	Per Extra Port (above single port provided to each User and Supervisor)	\$68.06	\$62.25
Voice Recording for Unique Users	Per Unique Logged in User	\$10.66	\$9.75
Additional Storage	Per extra GB used above the 1GB provided for each Unique Logged in User	\$1.07	\$0.98

Archived Storage	Per GB of archived storage	\$.29	\$.26
Storage Retrieval	Per GB retrieved from Archived Storage	\$4.51	\$4.13
PCI Level 1	Per Unique User	\$20.50	\$18.75
* Based on the number of total Users in Customer's commitment in section 2.4 below.			

## 2.2b Reserved.

2.3 **Optional Features.** Customer may purchase the following features for Virtual Contact Center at the NRCs and MRCs listed below, which NRCs and MRCs are fixed for the Term.

Feature Type	Implementation Fee (NRC)	MRC 5- 99 Users (except where otherwise described)	MRC +100 Users (except where otherwise described)
Social Media	\$6,000	\$114.80 per Configured User	\$105.00 per Configured User
Personal Connection Enablement – up to 50 Users	\$3,825	N/A (Outbound transport charges are covered by the Outbound LD Voice MRC in Verizon's IP Contact Center Service Attachment)	N/A (Outbound transport charges are covered by the Outbound LD Voice MRC in Verizon's IP Contact Center Service Attachment)
Personal Connection Enablement – Additional User Enablement	\$120 per user above 50	N/A (Outbound transport charges are covered by the Outbound LD Voice MRC in Verizon's IP Contact Center Service Attachment)	N/A (Outbound transport charges are covered by the Outbound LD Voice MRC in Verizon's IP Contact Center Service Attachment)
Personal Connection Dialer	N/A	\$24.60 per Configured User or \$36.90 per Concurrent User	\$22.60 per Configured User or \$33.75 per Concurrent User
Personal Connection 3 <sup>rd</sup> Party Software Integration (using Proactive XS technology)	\$9712.50	N/A	N/A

NICE WorkForce Management Essentials	\$42,900	\$31.98 per Configured User	\$29.25 per Configured User
NICE WorkForce Management Advanced	\$54,900	\$45.10 per Configured User	\$41.25 per Configured User
NICE Workload Manager	\$6,000	\$5.33 per Configured User	\$4.88 per Configured User
NICE WorkForce Management Advanced Plus	\$6,000	\$12.30 per Configured User	\$11.25 per Configured User
NICE Quality Management Essentials	\$19,500	\$54.94 per Configured User	\$50.25 per Configured User
NICE Quality Management Optimization	\$25,500	\$59.86 per Configured User	\$54.75 per Configured User
NICE Interaction Manager	\$9,000	\$39.36 per Configured User	\$36.00 per Configured User
NICE Screen Recording	\$9,000	\$22.96 per Configured User	\$21.00 per Configured User
NICE Desktop Analytics Essentials	\$9,600	\$22.96 per Configured User	\$21.00 per Configured User
Automated Speech Provided pursuant to a mutually agreeable, Verizon-provided PS Statement of Work which must be completed when services are ordered. attached hereto.	\$6,375 – 10 ASR Action	\$0.08 per minute	\$0.08 per minute
InView Performance Management	\$9,562.50	\$24.60 per Configured User	\$22.50 per Configured User
InView Gamification	N/A	\$13.12 per Configured User	\$12.00 per Configured User
InView Messaging	N/A	\$6.56 per Configured User	\$6.00 per Configured User
InView Coaching and Learning Management	N/A	\$18.86 per Configured User	\$17.25 per Configured User
InView ECHO Implementation	\$3,600	N/A	N/A
Outbound Email – 100k Messages	\$1,200	\$164.00 plus an additional .018 per message above 100K	\$150.00 plus an additional .018 per message above 100K
Outbound Email – 1.5M Messages	\$1,200	\$1,025 plus an additional .0009 per message above 1.5M	\$937.50 plus an additional .0009 per message above 1.5M

Outbound SMS Application Fee	\$450	\$656.00	\$600.00
Outbound SMS Campaign Implementation	\$1,500	.025 per message sent	.025 per message sent
Inbound SMS Application Fee	\$450	\$143.50	\$131.25
Inbound SMS Implementation Fee	\$1,800	N/A	N/A
Inbound SMS Long Code	\$450	\$205.00 + .02 per message	\$187.50 + .025 per message
Inbound SMS Short Code	\$4,200	\$2,050.00 + .02 per message	\$1,875.00 + .025 per message
Inbound SMS Custom Short Code	\$4,200	\$3,175.00 + .02 per message	\$2,887.50 + .025 per message
Inbound SMS Toll Free Long Code	\$1,080	\$205.00 + .03 per message	\$187.50 + .034 per message
ECHO per user (limited to 40 surveys per user before additional will be charged per completed survey)	\$18,000	\$32.80 per configured user	\$30.00 per configured user
ECHO Pro – per completed survey	\$18,000	\$1.23 per completed survey	\$1.13 per completed survey
ECHO Pro Extra Survey	\$1,800	N/A	N/A
ECHO ACD Integration (set up for non-inContact ACD)	\$6,563	\$656.00	\$600.00
CRM Driven Screen Pop	\$6,500	N/A	N/A
Basic Self Service IVR	\$3,900	N/A	N/A
Premium Self Service IVR	\$10,500	N/A	N/A
Named User Routing Utilizing CRM	\$6,500	N/A	N/A
User Console: Salesforce.com	N/A	\$12.30 per configured User	\$11.25 per configured User
User Console: Oracle RightNow	N/A	\$20.50 per configured User	\$18.75 per configured User
Auto Attendant	\$5,400	\$8.20 per unique user	\$7.50 per unique user
Auto Attendant Lite	\$5,400	\$5.74 per unique user	\$5.25 per unique user
Custom Data Download	\$1,800	N/A	N/A
Direct Data Access Report	\$3,000	\$820.00 MRC	\$750.00 MRC
IPSec Connectivity	\$600	\$61.50 MRC	\$56.25 MRC

Carrier Data Center Connection (Rack Unit)	\$1,500	\$1,066.00	\$975.00
Technical Service Manager	N/A	\$3.485.00 MRC	\$3.187.50 MRC
Professional Services on Demand	\$85 per 15 minutes	N/A	N/A
Custom Project Fee	\$340 per hour	N/A	N/A

**Definitions:**

**Concurrent User** – a measurement of end users who simultaneously log into the Virtual Contact Center application User interface during the billing interval. The user may or may not be assigned “monitor”, “whisper coach”, and/or “barge” user permissions.

**Configured User** – any Individual User (regardless of role or permissions) who has access to the Service with an active account. An Individual User is considered a “Configured Individual User” whether or not he/she logged in during the billing interval but only for so long as he/she has an active account.

**Ordered Individual Users** – the number of Individual Users (regardless of role or permission) to be created within Virtual Contact Center upon implementation by the Virtual Contact Center Implementation team.

**Unique Logged In User** – an Individual User who logs into the Virtual Contact Center User or Supervisor interface.

- 2.4 **Discount Percentage.** Customer will receive a discount of 20% off of the MRC for a minimum of five (5) agents to a maximum of 99 agents with a minimum of a one (1) year term and a maximum of a three (3) year term commitment for Virtual Contact Center Services which is reflected in the MRC rates listed in Sections 2.2 and 2.3. Standard MiCTA contract Term language will apply after the initial term period has concluded.

Customer will receive a discount of 29% off the MRC when committing to 100 agents or more for a minimum of a one (1) year term and a maximum of a three (3) year term for Virtual Contact Center Service which is reflected in the MRC rates listed in Sections 2.2 and 2.3. Standard MiCTA contract Term language will apply after the initial term period has concluded.

### **3. Terms and Conditions**

- 3.1 **Commencement.** Virtual Contact Center shall commence on the date that the Agreement or Amendment thereto incorporating Virtual Contact Center, as applicable, is executed by Verizon and Customer (the “VCC Effective Date”). Customer’s “Initial Commitment Period” shall begin upon implementation of the Service or within sixty (60) days of the VCC Effective

Date, whichever is earlier, and end upon the completion of the initial one-, two-, or three-year Service Commitment Period selected by Customer. Customer will contact Verizon not less than sixty (60) days prior to the expiration of the Initial Commitment Period or any subsequent commitment period to discuss whether it wants to renew Virtual Contact Center for an additional 12-month or longer commitment period. The Initial Commitment and any subsequent periods shall be referred to as the "VCC Service Commitment Period."

- 3.2 **Acceptable Use Policy.** Virtual Contact Center shall be considered an "Internet Service" for purposes of Verizon's Acceptable Use Policy and Customer requirements related thereto set forth in the Agreement.
- 3.3 **Service Modification by Verizon.** Verizon reserves the right to modify Virtual Contact Center from time to time by providing Notice to Customer as set forth in the Agreement; provided that Customer may terminate Virtual Contact Center without penalty in the 30 days following implementation of any change to Virtual Contact Center that has a material adverse effect on the functionality of the Service if Verizon fails to correct the adverse effect in the ten (10) days following Customer's written notification to Verizon of such effect. Verizon, its affiliates or subcontractors, may perform some or all of Verizon's duties and/or obligations hereunder.
- 3.4 **Supportable Platforms.** Prior to implementing access to Virtual Contact Center, Verizon will inform Customer as to the operating systems and Internet browsers by which access to Virtual Contact Center is supported. Customer's Users must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.
- 3.5 Reserved
- 3.6 **Supervisors/Users.** Customer will identify (name) "Supervisors" and "Users" authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Users so authorized. The number of Supervisors and/or Users using Virtual Contact Center can increase or decrease from month to month, but never decrease below the Minimum User Requirement. Any Supervisor and/or User who logs in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/User logs in.
- 3.7 **Support.** Standard support for Virtual Contact Center includes the provision of assistance to end users on a 24x7x365 basis for any event generated within the Virtual Contact Center platform that results in an effective cessation of Service or Customer-purchased Service feature. Virtual Contact Center support is available via telephone and email.

Customer acknowledges and agrees that non-standard support services will be performed and billed to Customer in accordance with a statement of work to be mutually agreed upon prior to the delivery of non-standard support services. If non-standard support services are provided, Customer also shall be billed for materials, as applicable, in accordance with Verizon's standard policies for billing such items.

- 3.8 **Service Level Agreement.** The Service Level Agreement ("SLA") for Virtual Contact Center is set forth in Appendix I, which is made a part of this Agreement. Verizon's records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth

Customer's sole remedies for any claim relating to Virtual Contact Center, including any failure to meet any service level set forth in the SLA.

3.9 **No Resale.** Resale or use of Virtual Contact Center by an organization other than Customer is prohibited.

3.10 **Access to CPNI.** Use of Virtual Contact Center may enable users to access Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:

- that the Agreement to Protect CPNI to which it has separately subscribed applies;
- that only Customer's CPNI Administrator can authorize individuals to use Virtual Contact Center, and that such authorization authenticates that such individuals are, in fact, so authorized by Customer; 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 users.

3.11 **Use of Sensitive Personal Information.** While Virtual Contact Center does not request personal information about individuals, it is possible for Virtual Contact Center customers to customize their Virtual Contact Center applications to collect this type of information ("Sensitive Personal Information" or "SPI"). Verizon has implemented strategies within the Virtual Contact Center architecture that adhere to industry-standard security principles regarding the acquisition of SPI and protection against its unauthorized disclosure. Accordingly, Verizon intends that SPI not be stored within Virtual Contact Center. To the extent Customer does store SPI within Virtual Contact Center, Customer does so entirely at its own risk.



## Appendix I

### Virtual Contact Center Service Level Agreement

This Appendix describes the service levels (individually, an “SLA” or collectively, the “SLA”) applicable to Verizon’s provision of Virtual Contact Center pursuant to the Agreement executed by Verizon and Customer.

1. **Availability.** “Availability” is measured using the following formula:

$$\text{Availability} = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime}}$$

Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes (30 x 24 x 60 = 43,200).

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks.

2. **Performance SLA.**

- 2.1 **Uptime.** Verizon will deliver 99.99% of Uptime per month for Components of Service, which are those specific Virtual Contact Center features required for contact delivery included in and used by a Customer end-user (“End User”) with Virtual Contact Center pursuant to the Agreement, excluding Long Distance and local loops, and are listed below in Section 2.2. If Verizon exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and Verizon’s verification of the trouble ticket and the Downtime, Verizon will issue a credit to Customer.

- 2.2 **Components.** Virtual Contact Center components covered by this SLA include:

- inTouch Reporting
- dbConnector
- Core system (the ability to deliver a contact) and
- User station/interface.

- 2.3 **Credits.**

- 2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, Verizon will credit the Customer 1/30th of the monthly recurring charges (“MRC”) associated with the claiming End User. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all Virtual Contact Center service billed to Customer in the month for which an SLA claim is made.

- 2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:
  - End User’s equipment, software, facility, databases, or operator error;
  - An interruption in End User’s connection to the Internet;

- An interruption in End User's telephony or voice service, local or long distance;
- Maintenance of Component software;
- Force Majeure events as defined in the Agreement.

2.3.3 Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:

- The Customer's name and business unit ID;
- Date(s) and approximate beginning/ending time of the outage; and
- The Virtual Contact Center component(s) affected by the outage.

2.3.4 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

## Schedule 11.2

### PRIVATE IP SERVICE

1. GENERAL
  - 1.1 Service Definition
2. AVAILABLE VERSIONS PRIVATE IP SERVICE
  - 2.1 Private IP Service
  - 2.2 Private IP Layer 2
  - 2.3 Private IP Gateway
  - 2.4 Private IP- Interconnect
3. SUPPLEMENTAL TERMS
  - 3.1 India Ports
  - 3.2 Monitoring
  - 3.3 Restriction on Selling Encryption Services
  - 3.4 Provisioning Entities in China
  - 3.5 Use Restrictions in Turkey
  - 3.6 Voice over IP (VOIP) Restrictions
4. SERVICE LEVEL AGREEMENT
5. FINANCIAL TERMS
  - 5.1 Optimized Service
  - 5.2 Non-Optimized Service
6. DEFINITIONS

#### GENERAL

- 1.1 **Service Definition.** Verizon offers four variations of this service: Private IP Service, Private IP Layer 2, Private IP Gateway and Private IP Interconnect, subject to availability. The Customer is aware that not all variations may be available in all countries.

- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

#### AVAILABLE VERSIONS PRIVATE IP SERVICE

##### **2.1 Private IP Service**

- 2.1.1 **Service Definition.** Private IP is a wide area data networking service which provides any-to-any connectivity to transport Customer Data between Customer Sites.

##### 2.1.2 Standard Service Features

- 2.1.2.1 **Route Capacity and IPv4 and IPv6 Protocols.** Verizon will assign a maximum number of routes that Customer may introduce into the Private IP Network based upon the total number of sites expected in a given Customer VPN, as shown in the following table.

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
-----------------------------	---------------------	---------------------

1 – 50	1,250	150
51 – 250	1,250	750
251 – 500	2,500	1,500
501–1,000	5,000	3,000
1,001+	10,000	6,000

Capacity constraints may vary for Customers using MVIC (available upon request). Customer will select either IPv4 or IPv6 protocol (where available), and a suitable number of IP addresses to be used in conjunction with Private IP and in accordance with Verizon's then-current applicable assignment guidelines.

### 2.1.3 Optional Service Features

**2.1.3.1 Diversity.** With Diversity, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.

**2.1.3.2 Dynamic Network Manager.** With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Private IP port values. Customer accesses the interface through the Verizon Enterprise Center or via an Application Program Interface.

**2.1.3.3 IP Multicasting.** With IP Multicasting, Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.

**2.1.3.4 Multiple Virtual Routing and Forwarding.** With Multiple Virtual Routing and Forwarding, Customer may create multiple virtual private network connections via a single Private IP port. Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer's Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of virtual private network connections on the Private IP port and Verizon is not responsible for such packet drops.

**2.1.3.5 Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the BE class as the default priority designation.

**2.1.3.6 WAN Analysis.** (non-Optimized Service only) For customers receiving non-Optimized Private IP services, the terms and conditions for WAN Analysis are located at the following URL:

For U.S. Services:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_war_plus_wan_analysis_reporting.pdf)

For non-U.S. Services:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_war\\_plus\\_wan\\_analysis\\_reporting\\_2017DEC01.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_war_plus_wan_analysis_reporting_2017DEC01.pdf)

2.1.3.7 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.3.8 **Converged IP.** (Optimized Only) With Converged IP, Customer selects a Private IP port that will be used to connect to Virtual Network Services – Security Service via a single Ethernet access circuit. Customer must purchase Virtual Network Services – Security under a separate Service Attachment.

## 2.1.4 Customer Responsibilities

2.1.4.1 **Bandwidth Shaping for Ethernet Access Circuit.** If Verizon provisions 'bandwidth shaping' overhead adjustments on the Ethernet Interfaces at the PE egress, it may be necessary for Customer to apply policies at Customer's CE egress to prevent packet loss due to Ethernet protocol overhead used within the Private IP Network (depending on the Private IP platform and Customer's traffic profile).

## 2.2 Private IP Layer 2

2.2.1 **Service Definition.** Verizon Private IP Layer 2 service provides point-to-point routing, with Customer control of routing, architectural and topology changes.

2.2.2 **Optional Service Features.** With the Private IP Permanent Virtual Circuits feature, Verizon will add one or more Private IP PVCs on Customer's Private IP Layer 2 port upon Customer's request.

## 2.3 Private IP Gateway

2.3.1 **Service Definition.** With Private IP Gateway service, Verizon provides an interconnection between two private networks based on the characteristics of the gateway, as described below.

2.3.2 **Standard Service Features.** Verizon provides the following Private IP Gateways:

2.3.2.1 **Private Wireless Gateway** (U.S. Mainland Only). With Private Wireless Gateway, Verizon provides Customer a port that Customer may use to connect Customer's wireless traffic to the Private IP Network.

2.3.2.2 **MVIC Service** (Select Locations). With MVIC Service, Verizon connects Verizon's Private IP Network to an MPLS Partner's MPLS networks.

### 2.3.2.3 Optimized Service-Only Standard Features

2.3.2.3.1 **Secure Cloud Interconnect.** With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Verizon also provides network translation functionality (NAT), but Customer may provide Customer's own NAT with the understanding that Customer accepts sole responsibility if Customer fails to properly configure NAT and such failure permits a third party cloud provider to have access to Customer's Private IP addresses. Secure Cloud Interconnect has unique pricing, network designs, and capabilities; details are available on request. In addition, Verizon may terminate Secure Cloud Interconnect, in whole or in part, upon 30 days

written notice, where Customer is utilizing Secure Cloud Interconnect on a usage only basis, and Customer has not used this feature for a continuous period exceeding ten months.

#### 2.3.2.4 Non-Optimized Service-Only Standard Features

**2.3.2.4.1 Satellite Gateway.** With Satellite Gateway, Verizon provides a gateway port to receive Customer's satellite traffic to the Private IP Network. Each Customer individual Virtual LAN will be mapped to a Private IP PVC/CAR. Since multiple sites share a Virtual LAN and PVC to the Private IP Network, the Private IP CAR is sized according to Customer's expected traffic and the total instantaneous traffic load that the satellite network can handle.

### 2.4 Private IP Interconnect (PIP-I) (Select Customers only)

**2.4.1 Service Definition.** Private IP Interconnect, or PIP-I, is only available to Customers who have been approved by Verizon to receive this feature. With this service, Verizon provides a direct, point-to-point interconnection between Private IP site(s) Customer purchases from Verizon and Customer's third party MPLS-based network, using a shared port gateway designed to support multiple customers.

#### 2.4.2 Standard Service Features

**2.4.2.1 PIP-I Connection and Port.** With PIP-I, Verizon provides a PIP-I Connection and a PIP-I Port. A PIP-I Connection is a physical Port that presents PIP-I at the demarcation point for interconnection to Customer's network. A PIP-I Port is a logical PIP Port associated with a VPN name that attaches to PIP site(s) that Customer has purchased from Verizon.

**2.4.2.2 Non-Supported Features.** PIP-I does not support multi-Virtual Routing and Forwarding, Dynamic Network Manager and multicasting. PIP-I does not support a redundant configuration.

#### 2.4.3. Customer Responsibilities

**2.4.3.1 Ordering PIP-I Ports.** Customer will order PIP-I Ports only with an assignment to an existing or new PIP VPN name.

**2.4.3.2 Ordering Multiple PIP-I Ports.** Each PIP-I Connection can be used with multiple PIP-I Ports but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the Service to Customer.

**2.4.3.3 Restriction on use of PIP-I with Existing Customers of Verizon.** Customer will not connect a PIP-I Port to a port on Verizon's MPLS network that is provisioned by Verizon to an existing customer of Verizon.

**2.4.3.4 Cross-Connection.** With Private IP port only, Verizon provides a cross-connection to a Verizon IP hub if Customer is located in the same building as the IP hub.

**2.4.3.5 Disconnection.** Customer shall ensure no PIP-I ports are active prior to disconnect order or the order will not be processed by Verizon.

SUPPLEMENTAL TERMS

- 3.1 **India Ports.** This clause applies if the Private IP Service contains ports in India. Prior to the Service Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the document in the form set out in Schedule 1 hereto (“Proforma”). To the extent that the information required by the Proforma cannot be completed (or is otherwise not completed) until after the Service Activation Date Customer authorizes Verizon to complete the Proforma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.
- 3.2 **Monitoring.** Customer understands that the Government of India monitors telecommunications traffic terminating into and originating from India for national security reasons.
- 3.3 **Restriction on Selling Encryption Services.** Customer will not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority and will deposit the encryption key, split in two parts with such telecom authority.
- 3.4 **Provisioning Entities in China.** Licensed local telecommunication suppliers will be used as Provisioning Entities for any portion(s) of the Private IPs not provided by Verizon or its Affiliates. In China, where Verizon is not licensed to provide any portion of the Private IP and such portion is provided by a licensed local telecommunications supplier, such portion of the Private IP will be part of a greater international network of Private IP provided by Verizon to the Customer. In the event of regulatory changes in China affecting the local supplier’s ability to provide the Service, Verizon will be entitled to terminate the Service, without any further liability, and will transition Customer to another alternative local supplier at a price to be agreed between the parties.
- 3.5 **Use Restrictions in Turkey.** Due to blocking orders issued by the Turkish government prohibiting access to thousands of sites on the Worldwide Web, the use of the Service by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of the Service by Verizon until, in Verizon’s sole judgment, the violation has been cured. . Each party will promptly notify the other of any such claim.
- 3.6 **Voice over IP (“VoIP”) Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, Customer shall comply with those regulations.

SERVICE LEVEL AGREEMENT (SLA)

Private IP Service Level Agreement for Optimized Private IP Service +:

[www.verizonenterprise.com/external/service\\_guide/reg/cp\\_pip\\_plus\\_sla.pdf](http://www.verizonenterprise.com/external/service_guide/reg/cp_pip_plus_sla.pdf)

Private IP SLA Summary and Service Level Agreement for non-Optimized Private IP Service:

[www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_pip\\_sla\\_summary\\_page\\_SG.htm](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_pip_sla_summary_page_SG.htm)

## 5. FINANCIAL TERMS.

5.1 **Optimized Service.** Customer will pay the charges for Optimized Private IP Service + specified in the

Agreement, including those below and at the following URL:

[www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm). Charges below are in U.S. dollars and will be billed in the invoice currency of the associated service.

### 5.1.1 Administrative Charges.

Administrative Charges	Charge Instance	Port Type	Speed	NRC
Administrative Change	Per Change	n/a	n/a	\$60.00
Cancellation of Service Order	Per Port	n/a	n/a	\$800.00
Expedite	Per Port	n/a	n/a	\$1,000.00
Physical Change	Per Order	n/a	n/a	\$200.00
Reconfiguration	Per Port	Standard Port	64Kbps	\$50.00
Reconfiguration	Per Port	Standard Port	256Kbps,512Kbps	\$100.00
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200.00
Reconfiguration	Per Port	Standard Port	Above E1	\$600.00

5.1.2 **Bandwidth Bursting.** (Optimized Only) With Bandwidth Bursting, Customer will pay an additional charge monthly per circuit for any measured usage level greater than Customer's Bandwidth Commitment. Verizon will sample the Private IP port usage every five minutes during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest 5 percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.

5.1.3 **Reconfiguration.** A reconfiguration charge applies for the modification of an existing Private IP circuit, at Customer request, for Verizon to reterminate a circuit to a different router or reconfiguration of the port.

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement.

6. **DEFINITIONS.** The following definitions apply to Private IP Service, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL, [www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm)

Term	Definition
Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.
Committed Access Rate (CAR)	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
Customer Edge (CE)	The edge of, or point in which customer traffic enters or exits, the Customer network



Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
MPLS	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
MPLS Partner	A third party MPLS provider with whom Verizon has an agency or reseller arrangement to provide interconnection to that party's in-country network.
MVIC	MPLS VPN Interprovider Connection
Port	An entrance to and/or exit from a network.
Provider Edge (PE)	The edge of, or point in which Customer traffic enters or exits, the Verizon Private IP Network.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.
Virtual Private Network (VPN)	Uses a logical connection to route traffic between network sites.

### **Schedule 1 – Customer Indian Affiliate/user Undertakings**

Schedule 1 – For Customers ordering Private IP Service that contain ports in India, please go to [www.verizonenterprise.com/external/service\\_guide/reg/g\\_india\\_schedule1.pdf](http://www.verizonenterprise.com/external/service_guide/reg/g_india_schedule1.pdf), for the Customer Indian Affiliate/user Undertakings.

## Schedule 11.5

### ACCESS

1. GENERAL
  - 1.1 Service Definition
  - 1.2 Standard Features
  - 1.3 Optional Features
  - 1.4 Customer Responsibilities
2. AVAILABLE VERSIONS
  - 2.1 Optimized Services – Access +
  - 2.2 Non-Optimized Services
3. SUPPLEMENTAL TERMS
  - 3.1 Third Party Vendors/Carriers
  - 3.2 Access Availability
  - 3.3 Country-Specific Service Limitations
4. SERVICE LEVEL AGREEMENT (SLA)
5. FINANCIAL TERMS
  - 5.1 Optimized Service
  - 5.2 Non-Optimized Service
6. DEFINITIONS

#### 1. GENERAL

1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon network from which Customer can connect to other Verizon services.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.

#### 1.2 **Standard Features**

1.2.1 Access provides a point-to-point circuit to reach associated Verizon network services.

#### 1.3 Optional Features

1.3.1 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.

1.3.2 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a network service, it will also apply to the Access connected to that network service. Proactive Notification is described in Customer’s applicable network Service Attachment.

## 1.4 Customer Responsibilities

- 1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:
- Space and power for Verizon terminating equipment if required to deliver service.
  - All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
  - Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

## 2.

### AVAILABLE VERSIONS

## 2.1 Optimized Services – Access+

### 2.1.1 Standard Service Features

- 2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access Speed selected by the Customer, which is the maximum possible speed.
- 2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.
- 2.1.1.3 **Handoff.** Verizon hands off Access service based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:
- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet virtual connections ("EVC's") onto a single Ethernet Access UNI).
  - For Time Division Multiplexing ("TDM"), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
  - For Wireless Connection (Outside the US), Verizon provides Access via a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.
- 2.1.1.4 **UNI Speed.** For an Ethernet handoff from Customer Equipment, Verizon provides the UNI at the speed ordered by Customer.
- 2.1.1.5 **Demarcation Interface Options.** Verizon provides electrical and optical demarcation interface options.

### 2.1.2 Optional Service Features

- 2.1.2.1 **Express Connect.** With Express Connect, Verizon provides access to supported Verizon network services through a wireless connection until the wired service is activated except for customers outside the U.S. who requested a wireless connection only. At the time wired service is activated, this wireless connection is converted to wireless backup service. Details on supported Verizon network services is available from Verizon on request.

**2.1.2.2 Wireless Backup.** With Wireless Backup, Verizon provides wireless backup for Customer Internet Dedicated or Broadband service, or connectivity for a remote location into a Verizon-provided network service.

**2.1.2.3 Network Survivability &Diversity.** The following NS&D options are available:

- **Layer 2 Aggregation Geographic Diversity.** With Layer 2 Aggregation Geographic Diversity, Verizon provides two circuits in a mated pair relationship between the Customer Site and the Service Edge of the provisioned circuits. The Layer 2 aggregation devices on the first circuit will be located in different buildings and/or survivable from the Layer 2 aggregation devices on the second circuit.
- **Customer Premises Diversity (U.S. Only).** With Customer Premises Diversity, Verizon will deliver Access via either a 2 or 4 wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** With the Preferred Carrier Designation feature, Verizon will obtain the access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.

**2.1.2.4 Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only).** Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or ILEC dedicated rings, hubs and channelized facilities.

**2.1.2.5 Customer-Provided Access.** With the Customer-Provided Access feature, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizonapproved location, Verizon will connect that local access circuit to its related Verizon network service(s).

**2.1.2.6 Customer Provided UNI (U.S. Only).** Where Customer has a qualifying Verizon ILEC UNI (e.g., for an existing Ethernet service), Verizon will deliver Access to that UNI. Details on qualifying UNIs are available on request.

## **2.1.3 Customer Responsibilities**

**2.1.3.1 Customer Provided Carrier Facility Assignment.** Where Access is provided to a Customer-provided Carrier Facility Assignment (CFA), Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

**2.1.3.2 Customer-Provided UNI.** Customers providing the UNI between Verizon's Access service and the Customer's equipment will obtain an LOA authorizing Verizon to order an Ethernet virtual connection to the Customer-provided UNI. Customer will ensure there is adequate capacity on the UNI.

**2.1.3.3 Abuse or Fraudulent Use of SIM Cards.** Customer will use SIM cards provisioned by Verizon in connection with Access service only to use that service. Any other use is a material breach of the Agreement.

**2.1.3.4 Quality of Signal.** Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering the service. Wireless network coverage and other factors may affect the availability and performance of the service.

## 2.2 Non-Optimized Services (U.S. Only)

### 2.2.1 General

#### 2.2.1.1 Versions of Non-Optimized Services.

- Ethernet Access
- Network Services Local Access Services (TDM Access – US Interstate and International) □
- Analog Access
- DS0 or E0 Access
- T1 or E1 Digital Access
- DS3 or E3 Access
- SONET or STM Access
- Enterprise Digital Subscriber Line

□

**2.2.1.2 Network Configurations.** Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide service. Verizon network optimization and other updates may result in a change in the network configuration used to provide service to Customer but Customer's performance characteristics will remain the same or better.

Type	Performance Characteristics
1*	On-Net Premium
2 (U.S. Only)	Off-Net Premium
3*	Off-Net Premium
4	Off-Net Premium
5 (Outside U.S. Only)	Off-Net Premium
EA Standard	Off-Net Standard

\*Network Services Local Access is only available on Type 1 and Type 3.

**2.2.1.3 Optional Service Feature - Customer-Provided Access.** With the Customer-Provided Access feature available for Network Services Local Access, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

### 2.2.2 Ethernet Access

**2.2.2.1 Service Definition.** With Ethernet Access, Verizon provides Access with the speed and flexibility enabled by Ethernet technology.

**2.2.2.2 Standard Service Features.** Ethernet Access allows Customer to terminate single and/or multiple Ethernet Virtual Circuits (EVCs) from Customer equipment onto a single Ethernet Access UNI.

#### **2.2.2.3 Optional Service Features**

- **(NS&D) Layer 2 Switch Geographic Diversity.** With Layer 2 Switch Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 switch device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 or Type 3 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Port Protection.** With UNI Port Protection for Type 1, and Type 3 on FET and GBE interfaces, Verizon provides an additional interface port connection at Customer's designated premises.

### **2.2.3 Network Services Local Access – Analog Access (U.S. Only)**

**2.2.3.1 Service Definition.** With Analog Access, Verizon provides Access with the characteristics enabled by analog technology.

**2.2.3.2 Standard Service Features.** With Analog Access, Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

#### **2.2.3.3 Optional Service Features**

- **Signaling.** With Signaling, Verizon provides the capability for one Customer premises to alert another Customer premises of the same service with which it wishes to communicate.
- **Data Conditioning.** With Data Conditioning, Verizon provides transmission characteristics for Voice Grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** With the Access Integration Option, Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.

### **2.2.4 Network Services Local Access – DS0 and E0 Access.**

**2.2.4.1 Service Definition.** With DS0 and E0 Access, Verizon provides a digital Access circuit up to 64 kbps.

### **2.2.5 Network Services Local Access – T1 or E1 Digital Access**

**2.2.5.1 Service Definition.** With T1 or E1 Digital Access, Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

**2.2.5.2 Optional Features Integrated Services Digital Network (“ISDN”) Service.** With ISDN, Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option.** With the Access Integration Option Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (“PRI”).** With PRI, Verizon will transport traffic from [MCI 800 Service](http://www.verizonenterprise.com/external/service_guide/reg/ncp_mci800.htm) (at [http://www.verizonenterprise.com/external/service\\_guide/reg/ncp\\_mci800.htm](http://www.verizonenterprise.com/external/service_guide/reg/ncp_mci800.htm)) and [Vnet](http://www.verizonenterprise.com/external/service_guide/reg/ncp_vnet.htm) (at [http://www.verizonenterprise.com/external/service\\_guide/reg/ncp\\_vnet.htm](http://www.verizonenterprise.com/external/service_guide/reg/ncp_vnet.htm)), and MCI 800 Service and [MCI Vision](http://www.verizonenterprise.com/external/service_guide/reg/ncp_vision.htm) (at [http://www.verizonenterprise.com/external/service\\_guide/reg/ncp\\_vision.htm](http://www.verizonenterprise.com/external/service_guide/reg/ncp_vision.htm)) on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access [Verizon](http://www.verizonenterprise.com/external/service_guide/reg/g_general_definitions.htm#mci_legacy_company) (at [http://www.verizonenterprise.com/external/service\\_guide/reg/g\\_general\\_definitions.htm#mci\\_legacy\\_company](http://www.verizonenterprise.com/external/service_guide/reg/g_general_definitions.htm#mci_legacy_company)) services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** With Call-by-Call Service Configuration, Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: [Vnet](http://www.verizonenterprise.com/external/service_guide/reg/ncp_prism_i.htm) /MCI 800 Service and [MCI Prism](http://www.verizonenterprise.com/external/service_guide/reg/ncp_prism_i.htm) 1 (at [http://www.verizonenterprise.com/external/service\\_guide/reg/ncp\\_prism\\_i.htm](http://www.verizonenterprise.com/external/service_guide/reg/ncp_prism_i.htm))/MCI 800 Service.

In no event will Customer’s term of service for any optional feature automatically renew or will Customer be liable for any fees or charges related to the early termination of an optional feature.

**2.2.6 Network Services Local Access – DS3 or E3 Local Access.** DS3 and E3 Local Access provides a high capacity digital local Access arrangement that consists of an Access circuit) that relies on DS3 or E3 transmission technology.

**2.2.7 Network Services Local Access – SONET or STM Access.** With **SONET (Synchronous Optical Networking)**, Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

**2.2.8 Enterprise Digital Subscriber Line (eDSL).** With eDSL, Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

### 3.

#### SUPPLEMENTAL TERMS

**3.1 Third Party Vendors/Carriers.** When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process Customer’s order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will sign such forms promptly in order to procure the Access in a timely manner.

**3.2 Access Availability.** The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available



at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher charges may be required and in such instances the circuit is requested to Customer.

- 3.2.1 **Diversity Availability.** Diversity which involves a third party Access provider will be provided only at Customer Sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware of a third party provided Access service failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.

### 3.3 Country-Specific Service Limitations

- 3.3.1 **Permitted Use.** For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access circuits only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.
- 3.3.2 **United States – Interstate Service Only.** Access in the US Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access, Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).
- 3.3.3 **Vietnam Responsibility Contract.** Where Customer subscribes for Access in Vietnam through Verizon, Customer shall be required to enter into a Responsibility Contract (or other similar agreements) with the Access service provider. Customer is hereby notified that Verizon is not permitted to modify the terms of the Responsibility Contract and is not allowed to enter into that contract on Customer's behalf.

- 4. SERVICE LEVEL AGREEMENT (SLA).** There is no separate Service Level Agreement for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.).

## 5. FINANCIAL TERMS

- 5.1 **Optimized Service.** Customer will pay the charges for Optimized Access + specified in the Agreement, including those below and at the following URL: [http://www.verizonenterprise.com/external/service\\_guide/reg/applicable\\_charges\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm). Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL: [http://www.verizonenterprise.com/external/service\\_guide/reg/cp\\_access\\_plus\\_access\\_pricing\\_toc.htm](http://www.verizonenterprise.com/external/service_guide/reg/cp_access_plus_access_pricing_toc.htm)

### 5.1.1 Administrative Charges.

Administrative Charge	Charge Instance	NRC
Administrative Change	Per Change	\$60.00
Cancellation of Order	Per Circuit	\$800.00
Expedite in the United States	Per Circuit	\$1,400.00
Expedite in Canada and France	Per Circuit	\$6,000.00



Expedite in other countries	Per Circuit	\$3,000.00
After Hours Installation	Per Circuit	\$600.00
Pending Order Change	Per Circuit	\$200.00
Physical Change	Per Circuit	\$200.00
Service Date Change	Per Circuit	\$100.00
Bandwidth Reconfiguration	Per Circuit	\$200.00

- 5.1.2 Off Net Special Build.** Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend the installation period.
- 5.1.3 Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).
- 5.1.4 Wireless Connections.** Monthly data plan charges for wireless connections are billed in advance. Overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month the data plan selected by Customer. With regard to Wireless UNI, Customer charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.
- 5.1.4.1 Wireless Connection - Upgrades.** With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. Overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.
- 5.1.5 Express Connect – US Only.** Customer will pay Verizon's standard MRC for Wireless UNI plus an NRC that covers all of Customer's usage while Wireless UNI is being used as Express Connect.
- 5.1.6 Express Connect - Outside the US.** Customer will pay Verizon's standard MRC for the data plan selected for the Wireless Connection and the Overage usage charges, as applicable.
- 5.1.7 Carrier Facilities Assignment (CFA).** The MRC and NRC for Carrier Facilities Assignment are inclusive of Verizon charges and include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon's invoices to Customer will not include such charges. Customer must provide the following information: Meet Me location and ring/hub/parent provider name. If a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.
- 5.1.8 Charges for Customer-Provided Access.** Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon's provision of a physical

connection from that access service to the Service Equipment used to provide the associated Verizon network service. If incorrect information is provided by Customer, the cross-connect will need to be requested.

5.1.9 When Local Access with Wireless Connection provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Wireless Regulatory Surcharge: \$0.02 per connection per month.

5.1.10 **Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access service. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

5.1.11 **Access Moves.** Customer-requested moves of Access to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. The newly-contracted Access will include the applicable NRC and MRC associated with the new Access circuit.

5.1.12 **NS&D Features.** Customer must order and pay for the two access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable.

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access Service as specified in the Agreement's Attachment A.

5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months.

5.2.2 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).

**6. DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the MSA and the administrative charge definitions at the following URL\_

[www.verizonenterprise.com/external/service\\_guide/reg/definitions\\_toc\\_2017DEC01.htm](http://www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm).

Term	Definition
<b>Demarcation</b>	The point where the access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.

<b>Meet Me Location</b>	If the customer has a dedicated ring, the Meet Me Location is the node on the ring where customer will provide Carrier Facility Assignment (CFA). For customer provided access, the Meet Me Location is the edge of the Verizon network where the customer is bringing their access (usually a Patch Panel on which the Customer's vendor resides).
<b>Time Division Multiplexing (TDM)</b>	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.

## Schedule 13.1

### PROFESSIONAL SERVICES

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  - 1.2 Customer Responsibilities
2. SUPPLEMENTAL TERMS
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4. DEFINITIONS

#### GENERAL

1.1 **Service Definition.** Verizon Professional Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

#### 1.2 **Customer Responsibilities**

1.2.1 **Assistance.** In addition to the MSA’s assistance provisions, Customer will make available to Verizon: (a) any systems to be tested (both physically and remotely), with normal operating throughput; (b) all system, policy, process or other documentation reasonably requested; (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and (d) after-hours emergency contact numbers if requested.

#### SUPPLEMENTAL TERMS

2.1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable

Order. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer employee relationship between Customer and either Verizon or any employee or agent of Verizon.

**2.2 Service Commitment.** Unless otherwise agreed in an Order, the Activation Date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.

**2.3 Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment, and the MSA. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties.

**2.4 Conditions.** A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.

**2.5 Performance and Acceptance.** Notwithstanding any acceptance language in the MSA, unless otherwise agreed in SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five business days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.

**2.6 Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.

**2.7 Geographic Limitations.** Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.

**2.8 Non-Solicitation of Employees.** The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.

## **2.9 Copyright and License**

- 2.9.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.
- 2.9.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.
- 2.9.3 **License.** For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.

## 2.10 **Warranties and Disclaimers**

- 2.10.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.
- 2.10.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services.
- 2.10.3 **Security Risk Mitigation.** The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard.
- 2.11 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability related to or arising from products and services that Customer has directly contracted for, or the use of such products and services, even where recommended by Verizon. This provision does not apply to the work of subcontractors or other agents done on Verizon's behalf.
- 2.12 **Assessment Service Risks.** Professional Services may include a variety of Assessment Services applied to Service Targets. These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security

vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services.

- 2.13 **Collection of Netflow Data in Japan.** Due to local legal requirements, Customer must purchase Internet services from Verizon in order to receive services that rely upon Verizon directly collecting live netflow data (e.g., Rapid Response Retainer) from network equipment on Verizon's public backbone network in Japan. In addition to other remedies at law and equity, Verizon may at any time terminate the affected service in Japan if Verizon discovers that Customer has not purchased Internet services from Verizon or if Customer has terminated such Internet services.

#### FINANCIAL TERMS

- 3.1 **General.** Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer's reasonable policies regarding substantiation of business expenses, Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice will be converted to the currency of Customer's invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred.

- 3.2 **Termination Liability.** Any Termination Liability will be governed by Section 13 (**Termination for Convenience of the Contract between Customer and Verizon.**)

4. **DEFINITIONS.** The following definitions apply to Professional Services, in addition to those identified in the MSA.

Term	Definition
After Hours	Work extending beyond Business Hours on a Business Day.
Assessment Services	One or more of the following activities: (a) testing the effectiveness of the business and security policies, training, procedures and controls of Customer's organization

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Term	Definition
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	or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information.
Change Order	A formal Project change request that amends a SOW.
Conditions	Assumptions, expectations and dependencies identified in a SOW.
Deliverables	Reports or other deliverables specified in the applicable statement of work (SOW) and related Service Order.
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site.
Original Customer Unique Content	The part of a Deliverable that is unique to Customer, first created by Verizon in the performance of a Project, and delivered to Customer under the Service Order.
Project	The Professional Services under a particular SOW.
Service Target	IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services.
Verizon Underlying Materials	Underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services.
Weekend Hours	Hours of work other than Business Hours, After Hours, and Holiday Hours.



**PROFESSIONAL SERVICES  
STATEMENT OF WORK ID O-2483408  
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT  
BETWEEN MD Department of Information Technology AND VERIZON BUSINESS  
NETWORK SERVICES INC. ON BEHALF OF MCI COMMUNICATIONS SERVICES,  
INC. D/B/A VERIZON BUSINESS SERVICES**

This SOW is made pursuant to the Professional Services Service Attachment and is made part of the Agreement. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement.

**1. Description of Project.**

This SOW defines the Project that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the SOF. Verizon will perform the Project at the Customer Sites identified in the SOF. This SOW, SOF, and Agreement constitute the entire agreement between the Parties with respect to the Project and supersede all other prior or contemporaneous representations, understandings or agreements. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both Parties. The Project is limited to the services, Deliverables, documentation and conditions stated herein and in the Agreement.

**2. Description of Services.**

**2.1 Project Management**

Verizon Project Management service utilizes a combination of system tools, Project management techniques, structured work processes, and mutually agreed upon service commitments. The Project is organized around 5 process groups of a Project lifecycle, i.e. initiating, planning, executing, monitoring and controlling, and closing as described herein. Project Management provides a single source for planning and delivery of Verizon services.

**3. Scope of Work.**

Verizon Project Management support provides consulting and Project management services for Customer as described below.

Verizon Project Management (PM) will provide consulting and project management for services for Customer as described below. The project manager will coordinate and oversee the migration of the existing Toll Free and Long Distance services to the Verizon Business MiCTA Agreement. The project manager will manage resources to complete all activities related to this project, such as order tracking, coordinating moves and installation, as well as providing weekly status reports.

Project Management utilizes practices based on Project Management Institute (PMI) processes as well as Prince2 for Europe and Asia Pacific countries, where applicable.

**3.1 Initiating.**

Prepared by:

kimberly k pickrell

kimberly.pickrell@verizon.com

Customer and Verizon will meet to define and finalize the scope of the Project as represented by this SOW. Verizon will validate the following steps to initiate the Project.

- 3.1.1 Verizon will validate the critical information needed to execute the Project as scoped.
- 3.1.2 Verizon and Customer will validate the core team members required to complete the Project.
- 3.1.3 Meet with Customer to define and finalize the scope of the Project as represented by this SOW.
- 3.1.4 Review of Project scope, timeline and responsibilities of the Verizon and Customer core team members
- 3.1.5 Attend weekly project status meetings, remotely or in-person.

### 3.2 Planning.

The planning phase consists of upfront activities that need to be established between Verizon and Customer. Verizon will:

- 3.2.1 Establish the baseline set of plans, requirements, and timelines.
- 3.2.2 Conduct internal and Customer kick-off meetings.
- 3.2.3 Identify major activities required to complete the Project.
- 3.2.4 Identify key Project milestones for progress tracking.
- 3.2.5 Develop a Project Plan and Project Schedule consisting of key project milestones and dates.

### 3.3 Executing.

The executing phase is a set of recurring processes and activities that must be performed during the course of a Project by the Verizon Project Manager to ensure all tasks and requirements are satisfied by the Verizon and Customer Project delivery team. Verizon will:

- 3.3.1 Manage Project implementation according to Project Plan. This will include the following:
  - 3.3.1.1 Oversee coordination of Project activities.
  - 3.3.1.2 Oversee tracking status of orders, network/circuit engineering, and requests.
  - 3.3.1.3 Track and coordinate cut-over activities.
  - 3.3.1.4 Work with Customer to resolve problematic issues that negatively impact the overall success of the Project.

### 3.4 Monitoring and Controlling.

Monitoring and controlling is collecting, measuring, and disseminating performance information, and assessing measures to effect process improvements. Verizon will:

- 3.4.1 Review the Project Schedule on a regular basis to determine how the Project is progressing in terms of time/cost/quality.
- 3.4.2 Continuously update the Project Plan to show activity status and completions
- 3.4.3 Identify activities that should be completed but have not been
- 3.4.4 Review and update issues on a regular basis

### 3.5 Closing.

Closing is the post-implementation activities and checklists to ensure that all of the Customer requirements documented herein are met, and that the transitions of responsibility to the Customer and within Verizon are successfully performed for the Project. Verizon will:

- 3.5.1 Verify that products and services are operational and provisioned correctly.

## 4. **Deliverables and Documentation to be produced by Verizon.** Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. Verizon will provide:

### 4.1 Project documentation listing of accounts and inventory

This document is the formal authorization of the Project and documents initial requirements and Project purpose.

### 4.2 Project Management Plan.

This document defines how the Project is executed, monitored, controlled and closed. It guides the overall execution of the Project.

### 4.3 Communications Management Plan.

This document describes the communication needs for the Project; how and in what format information will be communicated and who is responsible for providing each type of communication.

## 5. **Documentation to be produced by Customer and Customer Obligations (if any).** Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:

- 5.1 Provide a Single Point of Contact (SPOC), as an interface for the Project Manager for all Project communications. The SPOC will have the authority to act on Customer's behalf for all aspects of the Project. The SPOC will review and approve all Project documentation, to include the Project Plan and schedule, and provide all needed planning and ordering information in accordance with these documents.

5.2 Review and approve the Project Schedule.

5.3 Provide all needed information in a timely manner.

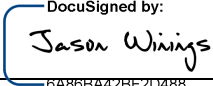
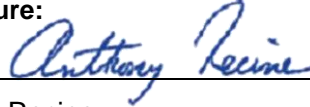
**6. Assumptions (if any). Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions:**

This SOW and pricing are for 1040 hours of Application Infrastructure-Project Manager.

**7. Acceptance Criteria for the Project or Deliverable(s) (if any).**

Customer will provide written confirmation that the Verizon service has been accepted or declined. In the event Customer does not provide written confirmation of acceptance or declination of the service within 5 Business Days, then Verizon shall deem the Project to be accepted and completed.

### Attachment 1 – Service Order Form

<b>EXECUTIVE OFFICE OF THE STATE OF MD (Customer Signatory)</b>	Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services <b>(Verizon Signatory)</b>
<b>Registered Office Address:</b> 100 Community Place, Crownsville, MD 21032 USA	<b>Registered Office Address:</b> Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com
<b>Customer Signature:</b> 	<b>Verizon Signature:</b> 
<b>Name:</b> Jason Winings	<b>Name:</b> Anthony Recine
<b>Title:</b> IT Procurement Supervisor, Office of State Procurement	<b>Title:</b> SVP
<b>Date:</b> 5/29/2020	<b>Date:</b> 04/17/2020

**Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services.**

#### Order Information:

Verizon Legal Entity Address	Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com
Contract ID	
SOF#	
SOW#	O-2483408
Service Activation Date	Upon Full Execution of SOF
Term	12 months

#### Service Billed to:

Registered Company Name	EXECUTIVE OFFICE OF THE STATE OF MD
VAT/GST/Consumption Tax Number (as applicable)	
Tax exempt: (if yes, valid exemption certificate must be provided for invoiced entity)	Yes
CIN/Registration Number (as applicable)	
Bill To Address	
Town/City	
Province/County/State (as applicable)	MD

Postal Code	21032
Country	USA
Billing Language:	
Corp ID/BAN No. (as applicable):	Existing:
Billing Contact Name:	Email:
Telephone No:	Fax No:

**Contract Information:**

Master Agreement – contract ID no	
Professional Services Service Attachment to Master Agreement – Document ID:	

Pricing or promotional benefits in this Service Order Form ("SOF") may not be available unless it is signed and delivered to Verizon prior to April 24, 2020.

**Purchase Order Details:**

Purchase order is not required.
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**Currency:**

<b>Currency</b>	
All charges and amounts indicated herein are expressed and will be billed in the following currency:	USD (\$)

## Service Order Details – MANAGED NETWORK SERVICES – Professional Services

### Service Delivered to:

Site Name	CROWNSVILLE, MD
Street Address 1	100 Community Place
Street Address 2	
Town/City	Crownsville
Province/County/State (as applicable)	MD
Postal Code	21032
Country	USA
Contact Name:	Email:
Contact Phone:	Fax No:

### Rates and Charges:

#### Part A: Professional Services Fixed – Milestone or Periodic

The Professional Services will be invoiced in a milestone or periodic billing arrangement as indicated by the line item for each site. A milestone can be an achievement of Deliverables or upon a certain date, as indicated below and are invoiced upon such achievement or date. Periodic charges are invoiced in advance. Unless noted otherwise in the table below, milestone charges will be invoiced in arrears. All rates are effective upon the Service Activation Date.

Customer Location	Description	Invoicing Schedule	Labor Type	Milestone or Period Charge USD (\$)	Number of Periods	TOTAL of Milestone or Period Charge USD (\$)
CROWNSVILLE, MD	–Application Infrastructure – Project Manager	Periodic Monthly	Remote	15,593.93	17	\$ 265,096.81
<b>Total Contract Value</b>						<b>\$265,096.81</b>

#### Part B: Professional Services Travel and Expenses

N/A	
Fixed Amount:	0.00 USD (\$)

#### Part C: Payment Terms

Payment Terms:	Payment terms as indicated in the Contract between Customer and Verizon.
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